

## **CONVEYANCE DEED**

**SALE DEED OF A SELF CONTAINED INDEPENDENT READY BUILT FLAT/ COMMERCIAL SPACE/UNIT, TOGETHER WITH PROPORTIONATE IMPARTIBLE UNDIVIDED INTEREST IN THE LAND AND EXERCISE OF RIGHT OF USE AND ENJOYMENT OF COMMON AREAS FACILITIES AND AMENITIES IN THE BUILDING COMPLEX HAVING THE NAME AND STYLE "EVOS AVANTE PHASE-I".**

This INDENTURE of sale executed on this the \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

BY

**M/S EVOS BUILDCON PVT. LTD.**, a company registered under the Companies Act, 1956 having its Certificate of Incorporation No.U70101OR2010PTC012674 and having its registered office at Plot No. M/76, Housing Board Colony Baramunda, P.S: Bharatpur, Bhubaneswar, Dist.- Khurda, Pin-751003 (PAN - AACCE5477G), presented through its Managing Director **SRI KALINGA KESHARI RATH**, aged about 39 years,

Evos Buildcon Pvt. Ltd  
*Kalinga Keshari Rath*  
Managing Director

S/o – Late Kailash Chandra Rath, permanent resident of Flat No.-202, “Olive Enclave”, G.A Plot No.-11, Chandrasekharapur, Bhubaneswar, Odisha by Caste – Brahmin, by Profession – Business, purchased from the rightful owner vide RSD No: 11121904717, Dtd.-29/10/2019 and RSD No: 11121904965, Dtd.-16/11/2019 executed at the office of the Sub-Registrar, Jatani at Jatani; (hereinafter referred to as the “**Vendor**”)which expression, unless repugnant to the context or meaning thereof shall mean and include its successor(s) and/or representative(s) and/or executor(s) and/or administrator(s) and/or assigns of the **First Party**.

**AND**

Ms./Mr./Mrs.....,aged about.....years,  
Daughter /Wife/Son of....., by religion:..... by  
caste....., at present residing  
at....., permanently residing at  
..... (Hereinafter referred as  
the “**Vendee**”), which expression, unless repugnant to the context or  
meaning thereof shall mean and include her/his heir(s) and/or  
successor(s) and/or executor(s) and/or administrator(s) and/or  
representative(s) and/or assigns of the **Second Party**.

The term “**Vendor**” and “**Vendee**” shall hereinafter be collectively referred to as “Parties” and individually referred to as “Party”.

**Whereas:**

- A. The Vendor is into the business of development, construction, marketing and sales of residential and commercial properties in and around the city of Bhubaneswar, since its incorporation in the year

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2010.

- B. The Vendee is [Professional Introduction of the Vendee].
- C. The Vendor has developed a residential apartment complex under the name and style of “**EVOS AVANTE PHASE-I**” (hereinafter referred to as the “Project”), located in the revenue mauza Uttarasaran within the territorial jurisdiction of the Jatani tehsil, comprising of 1 Block S+4 storied Residential Apartment consisting of 24 dwelling units. The Project is developed over an area of 1081.12 Sqm. of land (hereinafter referred to as the “**Project Land**”).
- D. The Bhubaneswar Development Authority (hereinafter referred to as the “BDA”) (Planning Authority constituted for the city of Bhubaneswar and its peripheral areas under the Orissa Town Planning & Improvement Trust Act 1956) has granted the permission to develop and construct the Project vide the approval No. 14216/BDA/Bhubaneswar, Dtd:01/05/2023.
- E. The Project was duly registered with the Odisha Real Estate Regulatory Authority (hereinafter referred to as the “RERA”) [Authority constituted for the state of Odisha under the Real Estate (Regulation and Development) Act 2016] at Bhubaneswar vide the Certificate of Registration No.....dated....., which remained valid for the period of time commencing on and ending on .
- F. Pursuant to the Vendee’s application for booking of an apartment/flat/unit in the Project, the Vendee was allotted with the

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Apartment No. ....(herein after referred to as the "Apartment") having carpet area of .....square feet or ..... square meters, Type-..... BHK, on..... Floor in..... (herein after referred to as the "Building") along with the exclusive right to use one free parking space and the corresponding Impartible share of Acre ..... Decimal in the Project Land and of pro-rata share in the common areas (hereinafter referred to as the "Common Areas"). Thereafter, on ..... the Vendor executed an agreement or sale in favour of the Vendee for sale of the Apartment.

G. The Vendee being satisfied with the construction and results of the detailed due diligence exercise of the Apartment as well as the Project has evinced his/her/its desire to move ahead with the execution of this Deed.

**Now Therefore This Deed Of Sale Witnesseth As Hereunder:**

1. In consideration of the Vendee having paid the entire sale consideration Rs...../-(Rupees In Words), the receipt of which has been duly acknowledged by the Vendor, the Vendor hereby grant, convey, transfer by way sale and assign onto and in favour of the Vendee the Apartment and every part thereof along with the full physical possession, together with the right, title and interest therein with all the benefits, advantages, easementary rights, equities, claims, demands, privileges and appurtenant thereto etc., attached to the Apartment, free from all

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encumbrances, charges, mortgage, litigation as well as all the statutory charges, demands etc.

2. The Vendor hereby declares and covenants that the Vendor along with the landlords are the absolute owners of the Project Land and they have clear, legally valid and marketable title thereto and therefore, an absolute right to sell and convey the same to the Vendee in terms of this Deed.
3. The Vendee has confirmed to the Vendor that it is entering into this Deed with full knowledge of all the laws, rules, regulations, notifications etc., applicable to the Apartment and the terms and conditions contained in this Deed. The Vendee further confirms that she/he/it has clearly understood her/his/its rights, duties, responsibilities, obligations under each and every clause of this Deed.
4. The Vendor has explained in detail to the Vendee about the architectural specifications, common areas and facilities and other salient features of the Project including provision for future maintenance, repairs, payment of Goods and Services Tax in accordance with Government circular and replacements of the common areas equipment and facilities and formation of the association of apartment owners, which the Vendee fully understood to her/his/its satisfaction.
5. The Vendor has constructed common facilities for the Project, such as common road, drainage, STP, firefighting equipment and

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electrical transformers/generators. The said common facilities shall be maintained by the society formed by the owners of the apartment/flat/unit.

6. The Vendor confirms that all taxes, levies, charges etc. pertaining to the Apartment has been paid up to the date of execution of this Deed and thereafter the same shall be the sole responsibility of the Vendee.
7. The Vendee is entitled to enjoy the common areas and facilities, in co-operation with the other purchasers and shall take effectual steps for the safety of the common areas. The Vendee warrants that the common areas and facilities shall be used by the other purchasers without any hindrance from him/her/them and he/she/they shall not encroach upon such right of other purchasers.
8. The Vendee agrees that the Apartment shall not be used for any purpose other than the residential purpose for which the plan has been approved.
9. The Vendee shall not do any unlawful act in the Apartment which will cause hindrance/hardship/harmful to other occupants of the Project.
10. The Vendor shall keep the Vendee fully indemnified against all and any loss and/or liability and/or cost and/or claims and/or action and/or proceedings and/or damages which the Vendee may have to suffer on account of any defect to the title of the Apartment and/or the Project Land, prior to the registration of this Deed.

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11. The cost of stamp duty, registration charges and other incidental charges and expenses in respect of this Deed shall be solely borne by the Vendee. In case the Government demands any further stamp duty/registration charges/service tax and any other charges on this Deed, the same shall also be borne by the Vendee.
12. The Vendor hereby covenant that it shall sign, verify and execute such further documents as are required so as to effectively transfer the Apartment unto and in favour of the Vendee.

### **LAND DETAILS (Schedule-A)**

Dist.-Khurda, Tahasil: Jatani, ,P.S.-Jatani (Now Info valley), PS No. 58, Mouza: jagasara, under (Stitiban) Hal Khata No: 229/1407, Hal Plot No: 601/2324 (P), total area of Ac.0.267 decimal i.e. 1081.12 Sqm.

CLASSIFICATION OF THE LAND:- **HOME STEAD**

#### **Bounded by:**

North-

South-

East-

West-

### **SCHEDULE OF FLAT (Schedule-B)**

The area transferred in favour of vendee measuring Ac.....decimals of undivided impartible interest out of total area Ac.0.267 decimal with building thereon measuring Carpet

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Area.....Sqft assigned as Flat No.....on Floor No..... including parking space No....., on the stilt floor of the apartment named styled as "**EVOS AVANTE PHASE-I**".

1. Cost of Land undivided impartible share Rs.....
2. Cost of Flat on the carpet area..... Sqft  
(Rate of apartment per sqft @Rs.....  
Including parking/garage cost) Rs.....
3. GST & other taxes as applicable at the  
time of registration. Rs.....

Total Cost Rs.....

In Witness Whereof the Parties hereto have executed this Deed or caused this Deed to be executed through their authorised representative(s) on the date first above written.

**Witnesses:**

**1**

**(Vendor)**

**2**

**(Vendee)**

Drafted by me,

Adv. Bhubaneswar.

Evos Buildcon Pvt. Ltd  
*Kalinga Keshari Pathy*  
Managing Director