

## **CONVEYANCE DEED**

This Deed of Sale is made on this            day of  
, 2022.

### **NAME & ADDRESS OF THE VENDORS :**

(1) **SHRI CAITANYA BUILDERS AND DEVELOPERS PVT. LTD.** having its office at Plot No.690/13, Behera Sahi, Nayapalli, PO./PS : Nayapalli, Bhubaneswar- 751012, Dist : Khurda (Odisha), having PAN : ABDCS1016K; represented by its Managing Director, **AVINASH KUMAR** aged about 39 years son of Mr. Baleshwar Singh (Aadhaar No.\_\_\_\_\_) and Director **MR. TUSAR DAS**, aged about 42 years, son of Mr. Markanda Charan Das (Aadhaar No.\_\_\_\_\_) Mobile No.7008807525; being the General power of attorney holder of for and on behalf of (2) **SARASWATI RANASINGH** aged about 72 years, wife of Late Surendra Ranasingh, PAN-AVIPR4360B; (3) **HIMANSHU PRIYA PATTNAIK** aged about 42 years, daughter of Late Surendra Ranasingh, Having PAN-BCLPP9660H & Aadhar No. 7140 2668 8715, both are resident of Plot No.541, Gadasahi, Nayapalli, PO./PS : Nayapalli, Bhubaneswar, Dist : Khurda (Odisha) By Profession: Business, By Caste: Kshetriya; appointed vide registered GPA Deed No. 11082105610 dated 09/04/2021, executed before District Sub Registrar Khurda at Bhubaneswar, (executed by vendor No.2 & 3); (Hereinafter referred to described as the vendors which expression, unless excluded by or repugnant to the subject or context shall mean and include their heirs, successors-in-interest, executors, administrators and assignees referred to as the party) of the FIRST PART.

**Shri Caitanya Builders and  
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*Tusar Das*  
**Director**

**AND**

\_\_\_\_\_ aged about \_\_\_ years, son of \_\_\_\_\_, having PAN-\_\_\_\_\_ & Aadhar No.\_\_\_\_\_; resident of \_\_\_\_\_; by Caste: \_\_\_\_\_, by Profession: \_\_\_\_\_; Mobile No.\_\_\_\_\_ (herein after described and referred to as the PURCHASER / VENDEE which expression shall mean and include his/her/their legal heirs, successors, executors, administrators and assignees of the party) of the SECOND PART.

**Valuation : Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_) only.**

AND WHEREAS the vendor No.1 is a Pvt. Ltd. Company constituted, with the avowed aims and objectives of constructing multi storied buildings comprising of independent flats / apartments with common facilities, amenities, conveniences and common area / utility area, housing colonies comprising of independent houses / cluster of buildings to cater to the needs and requirements of intending purchasers belonging to different strata of Society.

**AND WHEREAS**

The vendor No.2 & 3 hereby declare that the schedule land in question measuring total Ac.0.245 decimals, more fully described in the schedule below stood recorded in the name of Surendra Ranasingh (deceased husband of Vendor No. 2 and deceased father of Vendor No.3), son of Hari Ranasingh, as per Settlement ROR, prepared and published by the Asst. Settlement Authority in the year 2014-15. And the above said recorded tenant died since long leaving behind the present Vendors as his legal heirs and successors in interest who inherited the entire estate of said Surendra Ranasingh by way of inheritance. And the schedule land converted from agricultural to homestead vide OLR 8(A) Case No.2176/2020.

And in the year 2021, above said Vendor No.2 & 3 have take initiation to correct the ROR in their name by filing a Mutation case

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bearing No. 3673/2021 and accordingly concerned Tahasildar after perusal of all the relevant documents have issued Mutation ROR bearing Khata No. 3101, Plot No. 531/5387, Area : Ac.0.245 decimals by deleting the name of previous recorded tenant namely Surendre Ranasingh from Prajakhana of aforesaid ROR.

Since then the present Vendor No.2 & 3 named above were/are possessing the schedule land in question mentioned in schedule above peacefully without any dispute having every right, title interest thereover and also paying rent to the Govt. and obtain rent receipt thereof.

**AND WHEREAS**

The rightful land owners namely vendor No.2 & 3, had formulated a scheme for construction of a multi Storied buildings over the scheduled land consisting of flats/units, with common facilities and amenities and all infrastructural facilities. The construction of a high rise building and marketability of the flats contained therein is a complex job requiring specialized skill experience and expertise. The land owner had given an offer to the vendor No.1 for construction of such multi storied building. The offer having been accepted by vendor No.1, the terms and conditions were crystallized in a comprehensive document styled as Development Agreement dated 09/04/2021. It is relevant to state here that under the aforesaid documents, the land owners Vendor No.2 & 3 had explicit conferred and vested, absolute right on the vendor No.1, which deals in trade of real estate, to prepare the building plans in consonance with B.M.C. Planning and building standards Regulation, construct and execute the high rise building and deal with and transfer by way of absolute sale specific built up area/ready built flats in the complex with parking space.

**AND WHEREAS**

The vendor No.1 by virtue of the delegation of power made by vendor No.2 & 3 had taken all relevant steps, right from submission of building plans up till completion of the construction work of the complex in accordance with the approval order issued by the B.M.C. vide it's Letter No.ANB/4760/2022 dated 30/08/2022

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having utilized absolutely it's own financial resources. And the Vendor No.1 (developer) had obtained ORERA project Registration vide Number \_\_\_\_\_.

**AND WHEREAS**

As per the basis of arrangements, enumerated in detail above, Vendor No.1 had acquired absolute right, title, authority and has the competency to transfer by way of absolute sale specified number of flats in the complex. Thus vendor No.1 have been selling the ready built flat, which are also very much functional, pertaining to it's allocation, by way of registered sale deeds in favour of the alloties.

**AND WHEREAS**

The vendors had expressed their intention to transfer by way of absolute sale, a self contained ready built flat / floor space as more fully described and delineated in Schedule-B and more explicitly incorporated in the lay out plan attached to the sale deed together with proportionate impartibly undivided variable interest in the land which is set out in schedule-A. The purchaser / party of the second part have accepted the offer and have clearly expressed his / her / their desire to purchase and acquire a ready built flat bearing Flat No.\_\_\_\_, in \_\_\_\_\_ floor measuring \_\_\_\_\_ Sq.ft.(Carpet Area) along with parking area at Stilt Floor of \_\_\_\_\_ Sq.ft.(Carpet Area) inclusive of proportionate impartible undivided interest Ac.0.\_\_\_\_ dec. (i.e. \_\_\_\_\_ Sq.ft.) out of total extent Ac.0.245 dec. in the land for a total consideration of Rs.\_\_\_\_/- (Rupees \_\_\_\_\_) only.

**AND WHEREAS**

The purchaser had perused the title deeds, the agreements executed between vendors and the attorney holder the building plan approved by the Bhubaneswar Municipal Corporation and all other relevant documents. The purchaser is fully satisfied that vendors are competent to transfer the proportionate impartible undivided interest in the land and present attorney holder has absolute saleable right to transfer and convey the ready built flat as

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delineated in the schedule-B. Since the offer made by the vendors has crystallized into a concluded contract and the purchaser had paid the total consideration amount, this sale deed is being executed.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-**

1. In consideration of an amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) only which constitute the consideration amount for transferring and conveying the ready built flat together with the proportionate impartible undivided interest in the land as well as other facilities / amenities provided in the complex, the total break up which has been delineated in the schedule-"C" having been paid by the purchaser (party of the second part) to the Vendor No.1, in shape of Cheque/DD/RTGS, the receipt whereof the vendors doth hereby admit and acknowledge. The vendors hereby transfer, assign and assures unto and in favour of the purchaser the said ready built flat as delineated in the schedule-B and indicated in the lay out drawing attached here to the sale deed, in the multi storied building complex having the name and style of "**KRISHNA RESIDENCY**" which is completely functional in letter and spirit including all rights easements and benefits, facilities, amenities and conveniences provided in the complex "**KRISHNA RESIDENCY**" for the beneficial use and enjoyment of the said ready built flat as more fully described in the schedule-B transferred in favour of the purchaser by way of absolute sale together with the proportionate impartible undivided interest in the land as described in the schedule-A inclusive of common facilities and amenities.
2. The vendors further declare and covenant that the purchaser shall enjoy and hold the said ready built flat described in the schedule-B together with the proportionate impartible undivided interest in the land, as set out in schedule-A and the right of use and enjoyment

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of the common areas, facilities, amenities and conveniences absolutely and for ever. The vendors unequivocally state that notwithstanding any Act, deed or things done, they have absolute right and saleable interest to grant and convey the ready built flat and undivided interest in the land in favour of the purchaser. As a resultant consequence, the purchaser shall possess, use and enjoy the said ready built flat inclusive of undivided interest in the land at all times hereafter peacefully and quietly as the absolute and indefeasible owner thereof, without any let, interruption whatsoever by the vendors or any person claiming any interest under the vendors.

3. The vendors state that they have absolute right, title and competency as well as saleable interest to grant, convey, transfer assign and assure the said ready built flat in the complex "**KRISHNA RESIDENCY**" together with undivided interest in the land as explicitly delineated in schedule-A and B in favour of the purchaser of the second part. The vendors further undertake that they shall at all times hereafter, at the cost and request of the purchaser, if so required shall execute or cause to be executed any further acts deeds, and assurances in favour of the purchaser for removing any deficiency and reassuring the title in respect of the ready built flat hereunder transferred in favour of the purchaser together with the proportionate impartible undivided interest in the land, if the same is considered to be necessary or expedient. The vendors including their legal heirs, successors, successors in interest / assignees shall at all times, hereinafter indemnify or cause to be indemnified the purchaser against any loss, damage or liability which may be suffered by reason of any defect deficiency in the title of the vendors, in respect of the land

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or their competency to transfer and convey the ready built flat transferred under the sale deed together with proportionate impartible undivided interest in the land.

4. Resultantly, the purchaser shall possess, hold and enjoy the ready built flat together with the proportionate impartible undivided interest in the land hereunder absolutely free from any encumbrances, attachment. The vendors further unequivocally declare that property namely the proportionate impartible undivided interest in the land and the ready built flat in the Complex "**KRISHNA RESIDENCY**" conveyed is not the subject matter of any suit or litigation and the same has not been attached by any court or authority in any proceeding. The property is also not the subject matter of any land acquisition proceeding and no scheme has been formulated by government or even in contemplation by the Government or any other authority in respect of the property.
5. The purchaser shall have the right to exercise all acts of ownership and possession not only in respect of the proportionate impartible undivided share in the land hereby transferred which is a notional legal right but also ready built flat, which remained unsold till date and conveyed under the sale deed evidently in consonance with the rules, regulations in force as well the bye-laws framed by the Co-owners of the ready built flats in the complex, "**KRISHNA RESIDENCY**".
6. The vendors further covenant the purchaser shall have the right to use and enjoy the common areas and facilities including open space, passages stair, lifts and other amenities, in harmony with other purchaser of flat in the complex "**KRISHNA RESIDENCY**" and in consonance with the bye-laws, which may be framed by the society /

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association of the owners of the flats in the complex  
"KRISHNA RESIDENCY".

7. The vendors further covenant that the purchaser is delivered possession of the ready built flat as more explicitly delineated in schedule-B today, the date of execution of the sale deed and the purchaser shall have absolute and unfettered right to use and enjoy the said ready built flat together with the benefits of common facilities as absolute and indefeasible owner thereof in his/her own right.
8. The transaction is an absolute sale and both the parties have fully understood the nature, content and purport of the transaction as well as the recitals spelt out in the covenants of the deed.

In witnesses where, the vendors here unto have set and subscribed their hands and seal on the date first above written in presence of the witnesses named below.

**Witnesses:**

- 1.
- 2.

SIGNATURE OF CONSTITUTED  
GPA HOLDER FOR VENDOR NO.2 & 3

**SCHEDULE PROPERTY**  
**"SCHEDULE-A"**

Dist-Khurda, Tahasil- Bhubaneswar, P.S.: New Capital No. 35,  
Mouza- Bhubaneswar Sahara Unit No.17 **NAYAPALLI**, Sthitiban Khata  
No. **3101**, Plot No. **531/5387**, KISSAM : Gharabari, Full Plot Area :  
**Ac.0.245** decimals.

**BOUNDED BY:**

**NORTH** : Plot No.4856  
**SOUTH** : Road & Plot No.3002  
**EAST** : Plot No. 531 (Damayanti Apartment)  
**WEST** : Road

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The interest transferred is propionate impartible undivided interest as enjoined in the Orissa Apartment Ownership Act and the extent shall be **Ac.0.**\_\_\_\_ decimals i.e.\_\_\_\_ sq.ft. classification of land Homestead. Rent Rs.10.00paise.

**"SCHEDULE-B"**

Delineation of the built of space/flat

Flat No.-

Floor-

Flooring-

Type.-

Carpet area \_\_\_\_\_ sq.ft.

All that ready built flat in the building complex having the name and style of "**KRISHNA RESIDENCY**" which is functional in all respect and delineated and marked in the layout drawing is attached herewith to the sale deed.

**SCHEDULE-C**

**Valuation of the land** - **Rs.**

(undivided impartible share  
in the land measuring  
Ac.0.\_\_\_\_ dec.)

**Valuation of the Flat** - **Rs.**

(measuring an area \_\_\_\_ Sq.ft.  
With vitrified tile flooring)

Cost of E.I & PH

@ 40% of building cost - **Rs.**

Cost of Boundary Wall - **Rs.**

GST Amount - **Rs.**

Total Cost of Flat - **Rs.**

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### **CERTIFICATE**

Certified that the Vendors does not belong to Schedule Caste or Schedule Tribe Community and Vendee of the said property belongs to Schedule Caste Community.

Further certified that the land(s) in question is not a species of lease hold land of Government and the same is not a ceiling surplus land within the meaning of the urban land (ceiling and regulation) Act, 1976 which stands repealed or Orissa Land Reforms Act, 1965.

Further certified that the land in question is not within the purview of consolidation processing undertaken under the Orissa consolidation of holding and prevention of fragmentation of Land Act, 1972.

Further certified that the land in question is not an endowment property either public or private within the meaning of Orissa Hindu religious endowment Act 1951 or not obtain from Bhudan.

Signature of  
the GPA Holder  
for & on behalf of the Vendors  
Signatures of the

Signature of  
the Vendee

### **WITNESSES :**

With full Address:

1.

2.

Drafted & prepared by

Advocate, Bhubaneswar

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