

SALE DEED

This Deed of Sale is made on this day of
, 2023.

NAME & ADDRESS OF THE VENDOR :

PANDA INFRATECH LIMITED. having its office at Plot No.620, Sahid Nagar, P.S.: Sahid Nagar, Bhubaneswar, Dist.: Khurda; (Odisha), Pin-751007, represented by its Director **Sri Bishnu Prasad Panda** aged about 54 years son of Late Gatikrushna Panda, By Caste:- Brahmin, By Profession:- Business, Mob. : No-—————; (Hereinafter referred to described as the vendor which expression, unless excluded by or repugnant to the subject or context shall mean and include their directors, successors-in-interest, executors, administrators and assignees referred to as the party) of the FIRST PART.

Panda Infratech Ltd.
Bishnu Prasad Panda
Director

AND

_____ aged about ____ years, son of _____, having _____, 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 is a company incorporated under the Indian Companies Act, 1956, 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 land over which the housing complex "JIVA" is being constructed is covered under lands situated in Mouza: Alarpur, Khata No. **333/711**, Plot No. **181**, Khata No. **333/685**, Plot No. **180**, Khata No. **333/977**, Plot No. **179**, Khata No. **333/1035**, Plot No. **178**

Panda Infratech Ltd.
Bishnu Prasad Pan
Director

AND WHEREAS

The land in question appertaining to Khata No. **333/711**, Plot No.**181**, Area : **Ac.0.370** decimals, stands recorded in the name of Vendor as per Mutation ROR issued by concerned Tahasildar vide Mutation Case No. 4230/2018 on the strength of Registered Sale Deed No. 111821701946 dated 14/07/2017 executed by Susant Kumar Nanda & others, before the Sub-Registrar, Baliana. And thereafter in the year 2019 the vendor had Gifted extent of area Ac.0.038.36 decimals out of Ac.0.370 decimals has been Gifted by the Vendor in favour of Govt. of Odisha through Block Development Officer, Baliana, Dist : Khurda vide document No.11821902359 dated 09/08/2019 executed before Sub Registrar Baliana for road purpose.

Appertaining to Khata No. **333/685**, Plot No.**180**, Area : **Ac.0.350** decimals, stands recorded in the name of Vendor as per Correction ROR issued by concerned Tahasildar vide OLR 8(A) Case No. 276/2018 on the strength of Registered Sale Deed No. 11821703068 dated 27/11/2017 executed by Dinabandhu Dash & others, before the Sub-Registrar, Baliana. And thereafter in the year 2019, the vendor had Gifted extent of area Ac.0.032.54 decimals out of Ac.0.350 decimals in favour of Govt. of Odisha through Block Development Officer, Baliana, Dist : Khurda vide document No.11821902359 dated 09/08/2019 executed before Sub Registrar Baliana for road purpose.

Appertaining to Khata No. **333/977**, Plot No.**179**, Area : **Ac.0.240** decimals (full Plot), stands recorded in the name of Vendor as per Mutation ROR issued by concerned Tahasildar vide Mutation Case No. 3293/2020 on the strength of Registered Sale Deed No.11821804129 dated 28/12/2018 executed by Pratap Chandra Mallick, before the Sub-Registrar, Baliana.

Panda Infratech Ltd.
Bishnu Prasad Janda
Director

Appertaining to Khata No. Khata No. **333/1035**, Plot No.**178**, Area : **Ac.0.123** decimals (full Plot) stands recorded in the name of Vendor as per Mutation ROR issued by concerned Tahasildar vide Mutation Case No. 109/2022 on the strength of Registered Sale Deed No.11821804129 dated 28/12/2018 executed by Pratap Chandra Mallick, before the Sub-Registrar, Baliana. And thereafter, the vendor, had Gifted extent of area Ac.0.007 decimals out of Ac.0.130 decimals in favour of Govt. of Odisha through Block Development Officer, Baliana, Dist : Khurda; vide document No.11821902359 dated 09/08/2019 executed before Sub Registrar Baliana for road purpose.

Since the date of purchase the vendor was/is possessing the schedule land measuring an Ac.1.012.1 decimals having every right, title and interest thereover.

AND WHEREAS

The present vendor had formulated a scheme for construction of a multi Storied buildings over the land in question consisting of independent flats/units, with common facilities and amenities and all infrastructural facilities for its intending purchasers and accordingly the vendor have been prepared the building plans under Bhubaneswar Development Authority (Planning and Building Standard) Regulation 2001 and the same has been approved and permission for construction has been accorded vide Letter No.BNB/5127/2023, Bhubaneswar, dated 06/05/2023, granting permission for construction of multistoried building comprising of (S+5) floors having utilized absolutely it's own financial resources. And the Vendor had obtained ORERA project Registration vide Number _____ and Dated_____.

Panda Infratech Ltd.
Bishnu Prasad Panda
Director

AND WHEREAS

The vendor had expressed their intention to transfer by way of absolute sale, a self contained ready built flat / unit 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. inclusive of proportionate impartible undivided interest Ac.0.____ dec. (i.e. ____ Sq.ft.) out of total extent Ac.0.998 dec. in the land for a total consideration of Rs.____/- (Rupees _____) only.

AND WHEREAS

The purchaser had perused the title deeds and the building plan approved by the Bhubaneswar Development Authority and all other relevant documents. The purchaser is fully satisfied that the vendor is competent to transfer the proportionate impartible undivided interest in the land and the vendor has absolute saleable right to transfer and convey the ready built flat as delineated in the schedule-B. Since the offer made by the vendor 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

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Director

the Vendor, in shape of Cheque/DD/RTGS, the receipt whereof the vendor doth hereby admit and acknowledge. The vendor 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 "JIVA" which is completely functional in letter and spirit including all rights easements and benefits, facilities, amenities and conveniences provided in the complex "JIVA" 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 vendor 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 of the common areas, facilities, amenities and conveniences absolutely and for ever. The vendor 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 vendor or any person claiming any interest under the vendor.

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Bishnu Prasad Jaiswal

Director

3. The vendor states 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 "**JIVA**" 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 vendor further undertake that they shall at all times here-after, 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 vendor including its directors, 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 vendor, in respect of the land 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 vendor further unequivocally declare that property namely the proportionate impartible undivided interest in the land and the ready built flat in the Complex "**JIVA**" 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

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Biswan Basal Panda
Director

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, "**JIVA**".
6. The vendor 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 "**JIVA**" and in consonance with the bye-laws, which may be framed by the society / association of the owners of the flats in the complex "**JIVA**".
7. The vendor 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.

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Bishnu Basal Pant
Director

In witnesses where, the vendor 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 VENDOR

SCHEDULE PROPERTY
"SCHEDULE-A"

LOT-1

Dist-Khurda, Tahasil- Baliana, P.S.: Baliana No.35, Mouza- **ALARPUR**, Sthitiban Khata No. **333/711**, Plot No.**181**, Area : **Ac.0.331.64** decimals out of Ac.0.370 decimals, Kissam : Gharabari, corresponding to previous Khata No. 333/25, further corresponding to Consolidation Khata No. 240.

LOT-2

Dist-Khurda, Tahasil- Baliana, P.S.: Baliana No.35, Mouza- **ALARPUR**, Sthitiban Khata No. **333/685**, Plot No.**180**, Area : **Ac.0.317.46** decimals out of Ac.0.350 decimals, Kissam : Gharabari, corresponding to Consolidation Khata No. 3.

LOT-3

Khata No. **333/977**, Plot No.**179**, Area : **Ac.0.240** decimals (full Plot), Kissan : Gharabari, corresponding to Consolidation Khata No. 233.

Khata No. **333/1035**, Plot No.**178**, Area : **Ac.0.123** decimals (full Plot), Kissan : Gharabari, corresponding to Consolidation Khata No. 299.

In toto one Mouza, four Khata, four Plots, total area Ac.1.012.1 decimals out of which construction of proposed project has been made on area **Ac.0.998** decimals.

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.10.00paisa.

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Director

"SCHEDULE-B"

Delineation of the built of space/flat

Flat No.-

Floor-

Parking space No-

Flooring-

Type.-

Built up area _____ sq.ft.

Carpet area _____ sq.ft.

All that ready built flat in the building complex having the name and style of **"JIVA"** 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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Director

CERTIFICATE

Certified that the Vendor 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.

Panda Infratech Ltd.


Director

Signature of
the Vendor

Signature of
the Vendee

Signatures of the **WITNESSES** :

With full Address:

1.

2.

Drafted & prepared by

Advocate, Bhubaneswar