

SALE DEED

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

NAME & ADDRESS OF THE VENDOR :

URBAN LIVING DEVELOPERS LLP a Limited Liability Partnership Firm having LLP Identification No. ABA – 1533 of dated 07th January 2022; PAN-AAHFU1722G ; having its office at Shree Residency Apartment, Apartment No.201, Second Floor, Kanan Vihar, Phase-II, PO : Patia, PS : Chandrasekharpur, Bhubaneswar-751024, Dist : Khurda (Odisha); represented by its Designated Partner **AMAN AGRAWAL** aged about 44 years, son of Prem Chand Agrawal, Mobile No.9337526000; for and on behalf of the land owner **GITANJALI SAHOO**, aged about 48 years, wife of Suresh Ranjan Sahu, resident of House No. L-139, Baramunda Housing Board Colony P.O.: Baramunda, P.S.: Khandagiri, Bhubaneswar, Dist: Khurda (Odisha) PIN- 751003; Aadhaar No- 6774 5546 6962, Mobile No-8658279728; being the General Power of Attorney Holder vide registered GPA Deed No.41132201652 dated 15/02/2022, executed before Sub Registrar Khandagiri (hereinafter referred to described as the "**VENDOR**" which expression, unless excluded by or repugnant to the subject or context shall mean and include her heirs, successors-in-interest, executors, administrators and assignees referred to as the party) of the **FIRST PART**.

Urban Living Developers LLP
Amman Agrawal
Designated Partner

AND

_____ aged about ____ years, son of _____, having PAN-_____ & 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 firm constituted, with the avowed aims and objectives of constructing multi storied buildings comprising of independent apartment s / 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 hereby declare that the schedule land in question appertaining to Khata No.**276/408**, Plot No.**260/981**, Kisam: Gharbari, Area: **Ac.1.000** decimals, stands recorded in the name of Gitanjali Sahoo as per Mutation ROR issued by Tahasildar Bhubaneswar vide Mutation Case No.7016/2011 on the strength of Registered Sale Deed No.1454 dated 24/02/2006 executed by Batakrushna Das, before the Sub-Registrar, Khandgiri. And in the year 2014, the Land Owner has converted the schedule land from agricultural to homestead vide OLR 8(A) Case No.3482/14 and accordingly concerned Tahasildar have issued correction ROR in her name.

Similarly appertaining Khata No.**276/1263**, Plot No.**261/1152**, Kisam: Bagayat-2, Area: **Ac.0.100** decimals, stands recorded the name of Gitanjali Sahoo, as per Mutation ROR issued by Tahasildar Bhubaneswar vide Mutation Case No.552/2016 on the strength of Registered Sale Deed No.11131011242 dated 14/09/2010 executed by Soudamini Nayak, before the Sub-Registrar, Khandgiri. And in the year 2022, the Land Owner has converted the schedule land from agricultural to homestead vide OLR 8(A) Case No.5490/2022 and accordingly concerned Tahasildar have issued correction ROR in her name. Since the date of purchase the Land Owner was/is possessing the schedule land and having every right, title and interest thereover.

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AND WHEREAS

The rightful land owner, Gitanjali Sahoo, wanted to develop high-rise residential apartments over the scheduled property. As the construction of a high rise building and marketability of the apartments contained therein is a complex job requiring specialized skill experience and expertise. With a view to effectuate the said object the land owner had given an offer to the vendor (Urban Living Developers LLP) for construction and marketing of such multi storied building. The offer having been accepted by vendor, the terms and conditions were crystallized in a comprehensive document styled as Development & Sharing Agreement vide document No.11132200803 dated 25/01/2022 was executed between the Land Owner and the Vendor, and after execution of aforesaid Agreement, the Land Owner has also executed a General Power of Attorney bearing GPA Document No. 41132201652 dated 15/022022 executed before Sub-Registrar, Khandagiri, appointing Urban Living Developers LLP(Vendor), as her lawful and sole "Attorney" and vested absolute right on **Urban Living Developers LLP (Vendor)** represented by its Designated Partner **AMAN AGRAWAL** to undertake construction of the project as well as the right to transfer the built-up-space in favour of the intending purchasers.

AND WHEREAS

As per the basis of arrangements, enumerated in detail above, the Vendor had acquired exclusive and absolute right, title, authority over the said land and has the competency to transfer by way of absolute sale specified number of apartments in the Project (Urban Sereno).

AND WHEREAS

The Vendor by virtue of the development & sharing agreement and delegation of General Power of Attorney made by the Land owner 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.D.A. vide its Letter No. BP/BDA/004917, dated 22/09/2023 having utilized absolutely its own financial resources. And the Vendor had obtained ORERA project Registration vide Number _____.

AND WHEREAS

The Vendor have been selling the ready built apartment, which are also very much functional, pertaining to its allocation as per Share Allocation Agreement of dated between the Land owner and Vendor on dated 09th Oct 2023, by way of registered sale deeds in favor of the Allottees/Vendee(s)/Purchaser(s).

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AND WHEREAS

The Vendor had expressed their intention to transfer by way of absolute sale, a self-contained ready built apartment / 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(s) /vendee(s) party of the second part have accepted the offer and have clearly expressed his / her / their willingness to purchase and acquire a ready built apartment bearing Apartment No.____, in ____ floor measuring carpet area ____ Sqft. inclusive of proportionate impartible undivided interest Ac.0.____ dec. (i.e. ____ Sqft.) out of total extent Ac.1.079 dec. in the land along with one Parking space, for a total consideration of Rs._____-/- (Rupees _____) only., consequently, a concluded contract had culminated by and between the parties and the sale transaction has been mutually agreed upon and settled by and between the parties.

AND WHEREAS

The purchaser had perused the title deeds, the agreements executed between the Land owner and the attorney holder, the building plans 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 has absolute saleable right to transfer and convey the ready built apartment 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 apartment together with the proportionate impartible undivided interest in the land, along with one parking space, 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, 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 apartment 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 **"URBAN SERENO"** which is

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Anurag Mishra
Designated Partner

rights easements and benefits, facilities, amenities and conveniences provided in the complex "**URBAN SERENO**" for the beneficial use and enjoyment of the said ready built apartment 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 declares and covenant that the purchaser shall enjoy and hold the said ready built apartment 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 apartment 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 apartment 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.

3. The Vendor states that it has absolute right, title and competency as well as saleable interest to grant, convey, transfer assign and assure the said ready built apartment in the complex "**URBAN SERENO**" 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 apartment 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 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 vendor, in respect of the land or his/her/their competency to transfer and convey the ready built apartment transferred under the sale deed together with proportionate impartible undivided interest in the land.

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4. Resultantly, the purchaser shall possess, hold and enjoy the ready built apartment together with the proportionate impartible undivided interest in the land hereunder absolutely free from any encumbrances, attachment. The vendor further unequivocally declares that property namely the proportionate impartible undivided interest in the land and the ready built apartment in the Complex "**URBAN SERENO**" 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 apartment, 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 apartments in the complex, "**URBAN SERENO**".
6. The vendor further covenants 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 apartments in the complex "**URBAN SERENO**" and in consonance with the bye-laws, which may be framed by the society / association of allottees or the local body, as the case may be of the apartments in the complex "**URBAN SERENO**".
7. That, hereafter the Vendee is responsible and liable to pay and discharge the proportionate share of all taxes, rents, charges and other out-going payable to Revenue, Municipality, Urban, TPCODL, P.H.D., Government and other authorities levied in respect of the property mentioned in the schedule below and such proportionate share shall be made by the Vendee and the same shall be conclusive, final and binding on the Vendee.
8. That, the Vendee shall not be entitled to make any addition/alteration in the apartment hereby sold without the prior permission of the concerned authority, association of allottees or the local body as the case may be. And shall also abide by all the applicable laws, bye-laws, rules and

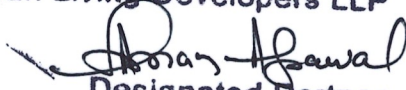
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regulations of Municipal authorities and other Governmental authorities as also the terms of the government license and shall be responsible for all deviations, violations of rules and regulations governing the said property. However, the Vendee(s) shall not have any right to make any structural change/alteration in the said building and shall not use the flat in such a manner which may impair the safety of the building or cause any danger beauty and safety of the building or which may affect the right of other apartment owners.

9. That, the Vendee(s) shall not use the apartment hereby sold for storage of any hazardous, inflammable or obnoxious material or such heavy materials which are likely to affect the stability of the building or likely to cause any annoyance or inconvenience to the neighboring flat owners/occupants.
10. The Vendee(s) is also at liberty to get his/her/their name mutated in the Government, Municipal Corporation, GRIDCO, Revenue Departments etc. and all other records and pay the taxes, rents and charges in their names and obtain receipts thereof.
11. The vendor further covenant that the purchaser is delivered possession of the ready built apartment 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 apartment together with the benefits of common facilities as absolute and indefeasible owner thereof in his/her own right.
12. 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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**SIGNATURE OF CONSTITUTED
GPA HOLDER FOR LAND OWNER**

SIGNATURE OF VENDEE(S)

"SCHEDULE-A"

SCHEDULE OF LAND

Dist-Khurda, Tahasil-Bhubaneswar, P.S-Chandaka, under Sub-Registrar Khandagiri, Mouza: **NUAGAON**

Khata No.**276/408**, Plot No.**260/981**, Kisam: Gharbari, Area: **Ac.1.000** decimals. Which corresponds to previous Mutation Khata No.276/70 and settlement Khata No.115.

Khata No.**276/1263**, Which corresponds to previous Mutation Khata No.276/259 and settlement Khata No.55. Plot No.**261/1152**, Kisam: Gharbari, Area: **Ac.0.100** decimals. Out of which Ac.0.021 decimals is gifted to Bhubaneswar Development Authority vide document No. 11132308175 on dated 14/07/2023. Therefore, the balance Area **Ac.0.079**.

In toto one Mouza, two Khata, two Plots, total Area: **Ac.1.079** decimals.

Bounded By-

- North -**
- South -**
- East -**
- West -**

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.____ sqft. classification of land Homestead. Rent Rs.10.00paisa.

"SCHEDULE-B"

SCHEDULE OF APARTMENT & PARKING

Delineation of the built of space/apartment

Apartment No.-

Tower No/Block No.....

Floor No.....

Flooring-

Carpet area _____ sqft.

Parking No:

Parking Location:

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

Urban Living Developers LLP.
Spencer Rawal
Designated Partner

SCHEDULE-C

Valuation of the land - **Rs.**
(undivided impartible share
in the land measuring
Ac.0.____ dec.)

Valuation of the Apartment - **Rs.**
(measuring carpet area ____ ..Sq.ft.
With vitrified tile flooring)

Cost of E.I & PH
@ 40% of building cost - **Rs.**

GST Amount - **Rs.**

Total Cost of Apartment - **Rs.**

DECLARATION

1. The Vendor and Vendee does not belong to Schedule Caste or Schedule Tribe Community.
2. The land hereby sold is neither an endowment property within the meaning of O.H.R.E. Act, 1951.
3. The land hereby sold is neither a Govt. leasehold land nor has been obtained from "Bhoodan" 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.
4. 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.
5. The Vendee do hereby declare that, he/she/they have reasonably enquired and verified the documents relating to the right, title and interest of the Vendor and have purchased the property on payment of full consideration.

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6. We, the Vendor and the Vendee hereby declare that we, being read out the contents of the sale deed and explained, have satisfied as about the correctness of the recitals of the same as true and correct, do hereby execute the Sale Deed with our clear volition without any duress, inducement, allurements or any kind of promise or extraneous influence on either or both part to sell and purchase the property.

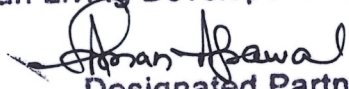
In witnesses where, the Vendor and the Vendee(s) here unto have set and subscribed their hands and seal on the date first above written in presence of the witnesses named below.

Witnesses:

1.

2.

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Designated Partner

**SIGNATURE OF CONSTITUTED
GPA HOLDER FOR LAND OWNER**

SIGNATURE OF VENDEE(S)

Drafted & prepared by
Advocate, Bhubaneswar