

DRAFT SALE DEED

This DEED OF SALE executed at Bhubaneswar on _____ day of _____ ,

By and Between

M/s Falcon Real Estate (P) Ltd. (CINNo. 15-04990 of 1997-98), a company incorporated under the provisions of the Companies Act, [1956or2013,asthecasemaybe], having its registered Office at A/22, Falcon House, Cuttack Road, Bhubaneswar – 751006, Dist. – Khurda, Odisha and its corporate office at A/22, Falcon House, Cuttack Road, Bhubaneswar – 751006, Dist. – Khurda, Odisha (PAN –AAACF6408N), represented by its authorized signatory _____ authorized *vide board* resolution dated _____ to represent the Company, hereinafter referred to as the "**VENDOR**"(which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, executors, administrators and permitted assignees);

AND

(1) _____, hereinafter called the "**VENDEE**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in-interest and permitted assignees).

The VENDOR and VENDEE shall hereinafter collectively be referred to as the "**Parties**" and individually as a "**Party**".

For Falcon Real Estate (P) Ltd.

Saurik Rajal Kumar Dash

Authorised Signatory

02/05/2023.

WHEREAS:

A. The Vendor **Falcon Real Estate Pvt. Ltd** is the absolute and lawful owner of following plots;

Plot No- Nos. 499/6204, 499/6202, 499/6203, 499/6207, 499/6206, 499/4493, 496/2534, 496/6452, 496/6453, 496/4145, 496/6335, 497, 498, 501, 493/5958, corresponding to Khata Nos-432/5085, 432/5086, 432/4995, 2618, 432/5408, 432/2254, 432/5368, 432/5370, 432/5369, 432/5190, 432/4870.

Further the Vendor has entered into development agreement and power of attorney in respect of land at Khata No.432/2465, Plot No.499/4454, Area Ac0.090 dec. Mouza Dumduma, in Tehsil Bhubaneswar & District Khurda with Alaka Samal vide deed no.1132208514 dt.05.07.2022 registered with the Sub-Registrar, Khandagiri, and

the Vendor has also entered into another development agreement and power of attorney in respect of land at Khata No.432/2128, Plot No.500, Area Ac0.351dec. Mouza Dumduma, in Tehsil Bhubaneswar & District Khurda with Sanghamitra Swain vide deed No.1132204727 dt.13.04.2022 registered with the Sub-Registrar, Khandagiri

The land purchased by the Vendor and the land in respect of which the Vendor has entered into development agreement and power of attorney with its owners are jointly described as '**Schedule A** property'.

B. Whereas the Vendor has obtained permission from The **Bhubaneswar Municipal Corporation** vide approval dated 07/02/2023 bearing no.MBP-BMC-02-0193/2022(A) for construction of **four blocks (2B+G+17) Storied Residential Apartment Building & One Block (2B+G+2) storied society building** proposed over the Schedule property under the Bhubaneswar Municipal Corporation in the development plan area of Bhubaneswar.

For Falcon Real Estate (P) Ltd.

Sounik Kajal Kumar Deka

Authorised Signatory

02/05/2023.

- C. Whereas the Vendor has registered the Project under the provisions of the RERA Act 2016 with the Real Estate Regulatory Authority at **ORERA, Bhubaneswar** on **dated** _____ under registration No. _____. The project is named as 'FALCON TATVA'.
- D. Whereas the Vendee approached the Vendor to purchase a residential apartment bearing Flat **No.** _____ having carpet area of _____square feet, type _____ BHK, on _____floor in tower/block no. _____ in including parking No. _____ , area..... square feet in the project 'Falcon Tatva', as permissible under the applicable law and of undivided interest in the common areas **as defined under clause (n) of section 2 of the RERA Act, 2016, for a total consideration of Rs. _____(hereinafter referred to and described as Schedule B property);**
- E. Whereas the parties herein had entered into an agreement for sale dtd. _____ as per the ORERA Rules, 2017, wherein the rights and liabilities of the parties herein have been specified and the covenants of such agreement for sale shall be deemed to be a part of this deed of sale.
- F. Whereas the Vendor has completed the construction of the project as per the permission granted by the BMC, and the Vendor has obtained the Fire Clearance Certificate from the Fire Department vide letter dtd. _____ and has obtained the occupancy certificate from the BMC vide letter dtd. _____.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS:

1. In consideration of an amount of Rs..... (_____ only) which has been paid by the Vendee to the Vendor, the receipt of whereof, the Vendor doth hereby admits and acknowledge, the vendor hereby grants, transfers, conveys, assigns and assured unto the Vendee the Schedule B property, together with the proportionate impartible undivided share in the land in question with building as set out in Schedule A given below together with all rights, privileges, easements, appendages and appurtenances attached thereto. Resultantly the Vendee shall enjoy and hold the said proportionate impartible and undivided share in the land with the building absolutely and forever and the vendor doth hereby covenant that notwithstanding any act, deed or thing done by him, he has a clear and marketable title over the land in question to grant and convey the proportionate interest in the land in favour of the Vendee , who shall at all times, here-after peacefully and quietly hold, possess and enjoy the said proportionate impartible undivided interest in the land with the building as indefeasible

For Falcon Real Estate (P) Ltd.
Sounik Kajal Kumar Debn
Authorised Signatory
02/05/2023

owner thereof without any let, interruption, claim or demand whatsoever from or by the Vendor or any person claiming any title or amount to the interests of the Vendor. The Vendor further states that he shall at all times here-after at the request and cost of the Vendee executed or cause to be executed any further acts, deeds, conveyances, assurances for assuring the said proportionate impartible undivided and delineated in the schedule set out below in favour of the Vendee and the vendor, his heirs, successors shall at all times hereafter indemnify and keep indemnified the Vendee against any loss, damages etc. if any, suffered by the Vendee by reason of any defects or deficiency in title of the Vendor or any breach of the declaration here-in-obtained.

2. The Vendor do hereby declares that the property is not the subject matter of any suit or litigations and the same has not been attached by any court or authority in any proceeding. The land in question has not been notified under any notification issued under the Land Acquisition Act and there is also no scheme contemplation or proposal for acquisition of the land for any purpose whatsoever.

3. The Vendor further states and declares that he shall at all times hereafter indemnify the Vendee against any claim or demand in respect of the undivided proportionate interest in the land and building hereunder sold or conveyed if advanced by or at the behest of any 3rd party or any other person and shall make good any loss which the Vendee may sustain or suffered by reasons of any defect in the title of the vendors or on account of any circumstances by which the title of the Vendee may be affected or impaired in any manner.

4. The Vendor further covenants that the Vendee are hereby delivered possession of the proportionate undivided impartible share in the land and building and he shall have right to exercise all possessor and proprietary rights without any objection from or by the Vendor or any person claiming any title under the vendor.

i. The Vendor's further covenants that the vendee is hereby delivered the peaceful physical possession on dt..... of the proportionate undivided impartible share in the land and building and he/she shall have right exercise all legal possessor and proprietary rights, title, interest, possession without any objection from or by the vendor or any person claiming any title under the vendor. (Copy of the possession certificate attached)

5. That, the Vendee shall peacefully and equitably possess in common along with other vendee and enter into, retain, hold, us and enjoy the same without any binding or interruption, claim or demands by or from the vendor or any of his heirs, successors, assigns and representatives or

For Falcon Real Estate (P) Ltd.

Saunik Katar Kumar

Authorised Signatory

02/05/2023.

any other person.

6. That, the Vendee is at liberty to use and enjoy the common area and all other facilities provided therein the said apartment namely "FALCON TATVA" and remain abide by the terms and conditions of an Apartment dweller and the vendee is responsible and liable to pay and discharges all taxes, rents, common services, annual maintenance, colouring, repairing etc. charges and other current charges payable to Revenue, Municipal Corporation, Urban, CESU, P.H.D., Government and other authorities levied in respect of the property mentioned in the schedule A and Schedule B below.

7. The Vendee, their heirs, successors, assigns and representatives shall use and enjoy the said property along with other co-owners with the undivided proportionate share and interest peacefully without doing any harm or obstruction to other co-owners.

i. That the vendee shall peacefully and equitably possess in common area along with other vendee enter into, retain, hold, use and enjoy the same without any binding or interruption, claim (in future also) as per the provisions of OAOACT 1982.

ii. That the vendee is at liberty to use and enjoy the common areas and all other facilities provided therein the said apartment namely "Falcon Crest" like overhead tank, lift, common passages, staircase, etc. along with the other vendee/ flat owners of the said apartment and the vendee will not create any sort of obstruction whatsoever in any manner and remain abide by the terms and conditions as an apartment dweller.

8. That, the vendee shall not have any right to make any structural change/alternation 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 to the beauty & safety of the building or which may effect the right of other flat owner.

9. That, the Vendee shall not use the flat for any unlawful acts and shall not store inflammable / explosive, hazardous goods & if it is found so, the other flat owners & association / society shall have the discretion to take the said flat owner to the Court of Law. The vendee is responsible to keep the flat free even from noise pollution.

10. That, the vendee as well as the other similar flat owners shall form an Association / Society as per the mandates of Odisha Apartment Ownership Act, 1982 as well the rules to be framed there under and shall submit a declaration before the competent authority to be designated by

For Falcon Real Estate (P) Ltd.

Souvik Kojal Kumar Dash

Authorised Signatory

02/05/2023.

the Govt. the similar owner of the apartment specified under section 16 of Odisha Apartment Ownership Act, 1982 and every similar owners shall be bound to become the member of such Ownership Act, 1982 and rules framed there under shall be binding on the Vendee.

11. That, as per Layout plan it is envisaged that the Apartments on all floors and each of the buildings in the Complex shall be sold as an independent Apartment along with impartible and undivided. Pro-rata shares only in the land underneath the Apartment Building for the Apartment (s) and further shall be permitted on the Terrace or elsewhere by the vendee (s).

12. That, the Vendee confirms and acknowledges that the Maintenance of the "Falcon Crest" shall be discharged by the Owners Assotiation either itself or its nominated maintenance agency (hereinafter referred to as the "Maintenance agency" on payment of reasonable maintenance charges.)

13. That, the Vendee shall keep the Owners Association informed in writing, in case the vendee wishes to sell, transfer or otherwise dispose of the said residential apartment at any time in future to any third party and in case there remains any arrears due and payable to the Maintenance Agency on any account whatsoever the Maintenance Agency may refuse to grant such no objection certificate.

14. That the parties to this Deed shall be bound by the covenants contained in the agreement for sale executed between the parties, and so also by the statutory provisions of the RERA Act, 2016, Odisha Apartment Ownership Act, 1982 (including any amendments or repeal thereto) and any other applicable building regulations enacted by the Central or State Government.

15. Both the parties have fully understood the nature, contents and purport of the transaction as well as recitals spelt out in the different covenants of this Deed.

SCHEDULE - A

District Khurda, Tahasil Bhubaneswar, Mouza Dumduma, Khata No.432/5085, Plot No- 499/6204, area Ac 0.080 dec, Plto No- 499/6202, area Ac0.180dec, Plot No- 499/6203, area Ac0.090 dec. Khata No.432/5086, Plot No.499/6207,area Ac0.090dec. Plot No.499/6206, area Ac0.090dec. Khata No.432/4995, Plot No.499/4493, area Ac0.090 dec., Khata No- 2618, Plot No- 496/2534, area Ac0.100dec., Khata No.432/5408, Plot No.496/6452, area Ac0.012 dec., Plot No- 496/6453, area Ac.0.065dec., 432/2254, Plot

For Falcon Real Estate (P) Ltd.

Sourvik Rajakumar Das

Authorised Signatory

02/05/2023

No.496/4145, area Ac1.573 dec, Khata No.432/5368, Plot No.496/6335, area Ac0.090 dec., Khata No- 432/5370, Plot No- 497, area Ac0.120dec., Khata No.432/5369, Plot No.498, area Ac0.120 dec., Khata No.432/5190, Plot No.501, area Ac1.100 dec, Khata No.432/4870, Plot No.493/5958,area Ac0.047 dec., Khata No- 432/2128, Plot No- 500, area Ac0.351dec., Khata No.432/2465, Plot No.499/4454, Area Ac0.090 dec.

SCHEDULE – B

Flat **No.** _____ having carpet area of _____square feet, type _____ BHK, on _____floor in tower/block no. _____ Parking No....., area..... Square feet in the real estate project named 'FALCON TATVA' situated at Mouza – Dumduma in Tehsil – Bhubaneswar & District - Khurda alongwith the corresponding proportionate undivided share/right in the Common areas and facilities together with the proportionate undivided and impartible share/right and interest in the project land specified at Schedule A.

Witnesses :

VENDOR

VENDEE

For Falcon Real Estate (P) Ltd.

Sowmik Kishor Kumar Debn

Authorised Signatory

02/05/2023 .