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INDIA NON JUDICIAL
Government of Odisha

e-Stamp

Certificate No.: : IN-OD03636524544159U
Certificate Issued Date : 13-Apr-2022,02:04 PM
Account Reference : SHCIL (FI)/ odshcil01/ BHUBANESWAR/ OD-KRD
Unique Doc. Reference : SUBIN-ODODSHCIL0104929354785177U
Purchased by : MS FALCON REAL ESTATE PVT LTD
Description of Document : Article 1A-5(2) Agreement
Property Description : MOUZA-DUMUDUMA
Consideration Price (Rs.) : 2,10,60,000
(Two Crore Ten Lakh Sixty Thousand only)
First Party : SANGHAMITRA SWAIN ALIAS RAY AND OTHERS
Second Party : MS FALCON REAL ESTATE PVT LTD
Stamp Duty Paid By : MS FALCON REAL ESTATE PVT LTD
Stamp Duty Amount(Rs.) : 4,21,200
(Four Lakh Twenty One Thousand Two Hundred only)



.....Please write or type below this line.....

Sanghamitra Swain @ Ray.

Usharani's Pattanai

For Falcon Real Estate (P) Ltd.

Sounik Kajal Kumar Dab

Authorised Signatory

For Falcon Real Estate (P) Ltd.

Sounik Kajal Kumar Dab

Authorised Signatory

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Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

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A) 42/200
w/o Bharatendu Ray

Agreement No. 42/200
42/200 Ray



Sanghamitra Swain

Usharani Pattanaik

Usharani Pattanaik
Sanghamitra Swain
Ashok Kumar Das
13.4.22

For Falcon Real Estate (P) Ltd.

Soumik Kojal Kumar Das
Authorised Signatory

JOINT DEVELOPMENT/SHARING AGREEMENT

THIS JOINT DEVELOPMENT/SHARING AGREEMENT (here-in-after referred to as "Agreement") is made this the 13 day of April 2022 at Bhubaneswar.

BETWEEN

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Sanghamitra Swain @ Ray, aged about 50 years, Aadhar No. 275240826642, PAN: AONPR0509L, w/o: Bharatendu Ray, d/o: Sambar Swain by caste Khandayata, At-Tapabhomi, New LIC Colony, Badambadi, PS-Madhupatana, Dist-Cuttack and currently residing at Udaypatha, Nayagarh, Odisha - 752069 along with Usharani Pattanaik, aged about 57 years, Aadhar No. 948346955691, PAN BIKPP4465M, w/o: Ashok Kumar Das, d/o Satyabadi Pattanaik by caste Karana, at Plot No: 1071/15, Jagmohan Nagar, PS: Khandagiri, Dist: Khordha and currently residing at PWD Lane, Nayagarh, Odisha-752069 hereinafter collectively referred to as the "OWN ER", [which expression unless excluded by or repugnant to the context shall be deemed to mean and include his/her successors in interest, legal representatives, nominees, assignees, executors and administrators] of the **FIRST PART**

Shareholder by

Ashok Kumar Das

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For Falcon Real Estate (P) Ltd.
Soumik Kojal Kumar Das
Authorised Signatory

AND

M/s Falcon Real Estate Pvt. Ltd. a company registered under the Companies Act, 1956 having its registered office at A/22, 1st Floor, Falcon House, Cuttack Road, Bhubaneswar-751006 represented through its Asst. Manager-Admin, Sri **Sounik Kajal Kumar Dash**, aged about 32 years, S/o. Shri Bijay Kumar Dash and duly authorized signatory vide Board Resolution dated. 17th September 2021 (hereinafter referred to as the ' **DEVELOPER** ' which expressions shall, unless repugnant to the context or meaning thereon, be deemed to include its successors, executors and assigns) SJD of **SECOND PART**.

Developer and Owner are hereinafter also referred to individually as "Party" and jointly as Parties".

RECITALS:

WHEREAS, Owner is the absolute owner of land parcels comprised in

Khata No. 432/2128, Plot No 500 measuring 0.351 acres, more particularly described in Schedule hereto (hereinafter referred to as the "Scheduled Lands"). **The Bench Mark Valuation is Rs. 2,10,60,000/- (Rupees Two Crore Ten Lakh Sixty Thousand) only.**

A. AND WHEREAS, Owner/First Part hereby declares, represents and assures to **SJD** as under:

- (i) Owner is the absolute and legal owner of the Scheduled Lands and is fully entitled to grant full and irrevocable rights to plan, develop, construct various units such as multi storied / flats for residential purposes and sell such units and to further assign the development rights on the Scheduled Land and to transfer and convey the entire built-up area along with undivided share in the Scheduled Lands therein to respective purchasers;
- (ii) The title details of various plots comprised in the Scheduled Lands including sale deeds, in favour of Owner (duly executed and registered in the office of District Sub-registrar, Khurda at Bhubaneswar) along with a map depicting the profile of the Scheduled Lands are as described in **Annexure A** hereof;
- (iii) The Scheduled Lands are freehold and converted to residential / Gharabari with due permission from concerned authority. (Copy Enclosed).
- (iv) The Scheduled Lands are free from all kinds of encumbrances such as prior sale, agreements to sell, mortgage, will, trust, exchange, loan, surety, security, acquisition, requisition, charges, gifts, liens,

For Falcon Real Estate (P) Ltd.

Sounik Kajal Kumar Dash
Authorised Signatory

Sanghamitra Swain @ Raj.

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Sharatika Ray

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For Falcon Real Estate (P) Ltd.

Sounik Kajal Kumar Dash

Authorised Signatory

attachments, liabilities, tenancies, unauthorized occupants, claims, disputes, and litigation including any public interest litigation; and there are no attachments, claims, demands, suits, proceedings, decrees, injunctions orders, lispendence, notices, petitions, or adjudication orders whatsoever or howsoever affecting the Scheduled Lands or any part thereof, and Owner has absolute right to grant the development rights in respect of the Scheduled Lands in favour of the Developer;

- (v) There is no impediment or restriction from any authority, department or court in respect of the Scheduled Lands for Owner to enter into this Agreement;
- (vi) There is no order of attachment by the Income Tax Authorities or any other authority under applicable law for the time being in force and no notice or notification for acquisition/ requisition under any of the statutes of the past or presently in force, have been received, served or passed by the Concerned Authority or any other Government authorities for acquisition or requisition of the Scheduled Lands or any part thereof;
- (vii) There is no notice of default or breach on their part of any provision of Applicable Law in respect of the Scheduled Lands;
- (viii) The Scheduled Lands or any part thereof is not subject matter of any HUF and that no part of the Scheduled Lands is owned by any minor. Apart from Owner no other person/entity is entitled to or has any right, title or interest, over and in respect of the Scheduled Lands or any part thereof as a partner or partnership or co-partner in any joint family or in any other manner howsoever; and
- (ix) There are no benamidar or trustee in respect of the Scheduled Lands or any part thereof and there are no reservations affecting the Scheduled Lands.

B. AND WHEREAS, the Developer is implementing, developing and constructing a multi storied residential project ("**Larger Project**") on lands adjacent to the Scheduled Lands ("**Other Project Land**") combined with the Scheduled Land.

C. AND WHEREAS, Owner intends to enter into an arrangement with Developer for planning, development, construction and sale of various multi storied / flats for residential purposes on the Scheduled Lands ("**Project**") and for transfer and conveyance of the same to respective purchasers. The Parties herein had negotiations at various meetings held at Bhubaneswar recently wherein it was agreed that the Project and the

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Sanghamitra Roy @ I Sanghamitra

Usharani Pattanayak For Falcon Real Estate (P) Ltd.

Soumik Kojal Kumar Deb
Authorised Signatory

Shahabuddin Roy

Ashok Kumar

For Falcon Real Estate (P) Ltd.
Soumik Kojal Kumar Deb
Authorised Signatory

Scheduled Lands shall form part of the Larger Project being implemented by the Developer.

- D. **AND WHEREAS** Owner and **Developer** have agreed on various terms and conditions of development, construction and sale of the units in the Project as well as transfer thereof which are duly recorded as hereunder.
- E. **AND WHEREAS**, in pursuance of the aforesaid acts, deeds and representations stated herein, the Parties are now desirous of executing this Agreement for planning, construction, development, marketing and sale/ lease/ license/ transfer of Carpet Area in the Project and for transfer and conveyance of the same to respective purchasers and to record the terms and conditions mutually agreed between the Parties and mentioned as under.

NOW THEREFORE, THIS AGREEMENT WITNESSETH BY AND BETWEEN THE PARTIES AS FOLLOWS:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions:** In this Agreement (including the Recitals), unless repugnant or contrary to the context hereof, the following terms, when capitalized, shall have the meanings assigned herein. When not capitalized, such words shall be attributed to their ordinary meaning.

"**Agreement**" means this Joint Development Agreement, the Schedules and Annexures attached hereto and any amendments from time to time as may be mutually agreed to by and between the Parties hereto in writing.

"**Applicable Law**" means all laws, promulgated and brought into force and effect by Government of India, Government of Orissa and/or local authorities (having the power under law) including any rules and regulations made there under by the government, its agencies, local authorities, judgments, decrees, injunctions, writs and orders of any court of record, as may be in force and affecting the subject matter of this Agreement.

"**Approval(s)**" means any and all approvals, authorizations, licenses, permissions, sanctions, consents, no objection certificates for the development and construction of the Project on the Scheduled Lands including without limitation environmental clearances, change of land use, conversions, power connections, occupancy certificates and all other approvals and/or permissions from any other statutory or Governmental

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Sanghamitra Swain @ Rm
Usharconis Pattanayak For Falcon Real Estate (P) Ltd.
Asha Bhatia Rm

Soumitra Kishor Kumar Datta
Authorised Signatory

For Falcon Real Estate (P) Ltd.

Soumitra Kishor Kumar Datta

Authorised Signatory

authorities whether State or Central, required for purposes of construction and development of the Project on the Scheduled Lands.

"BDA" means Bhubaneswar Development Authority.

"Carpet Area" means the cumulative carpet areas of various saleable units in the Project/ Larger Project as defined in ORERA that are available for sale/leasing in the open market to prospective Purchasers;

"Concerned Authority" shall mean and include BDA, ORERA and any other statutory or Governmental authorities whether State or Central, whose approvals are required for purposes of construction and development of the Project on the Scheduled Lands.

"Developer's Area" shall have the meaning assigned to it in Clause 6.4 (i) hereto.

"Force Majeure" has the meaning specified in Article 15 of this Agreement.

"GPA" or "Power of Attorney" means the irrevocable general power of attorney executed simultaneously to these presents by Owner in favour of the Developer.

"Larger Project Land" shall collectively mean the Scheduled Lands and Other Project Land.

"ORERA" means Orissa Real Estate Regulatory Authority.

"Owner's Area" shall have the meaning assigned to it in Clause 6.3(i) hereto.

"Project" has the meaning given to it in Recital C, above.

1.2 In this Agreement, unless the context requires otherwise:

- (i) Reference to the singular includes a reference to the plural and vice versa;
- (ii) Reference to any gender includes a reference to all other genders;
- (iii) Reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;
- (iv) Reference to any statute or regulation made using a commonly used abbreviation shall be construed as a reference to the title of the statute or regulation; and

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For Falcon Real Estate (P) Ltd.

Souvik Kishor Kumar Das

Authorised Signatory

For Falcon Real Estate (P) Ltd.

Souvik Kishor Kumar Das

Authorised Signatory

Sanghamitra Swain @ Raj.

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Shivalika By

Ashok Kumar Das

- (v) Reference to any article, clause, section, schedule, annexure or appendixes, if any, shall be deemed to be a reference to an article, a clause, a section, schedule, annexure or appendix of or to this Agreement.
- 1.3 Headings in this Agreement are inserted for convenience only and shall not be used in its interpretation.
- 1.4 Any word or phrase defined in the body of this Agreement as opposed to being defined in Clause 1.1 above shall have the meaning assigned to it in such definition throughout this Agreement, unless the contrary is expressly stated or the contrary clearly appears from the context.
- 1.5 The schedules, annexes, appendices, if any, to this Agreement shall be deemed to be incorporated in and form an integral part of this Agreement.
- 1.6 Reference to any agreement, deed, document, instrument, rule, regulation, notification, statute or the like shall mean a reference to the same as may have been duly amended, modified or replaced. For the avoidance of doubt, a document shall be construed as amended, modified or replaced only if such amendment, modification or replacement is executed in compliance with the provisions of such document(s).

ARTICLE 2

DEVELOPMENT OF PROJECT

- 2.1 Owner hereby irrevocably grants and assigns to Developer rights and entitlement for planning, designing, construction and development of the Project on the Scheduled Lands, along with all contractual rights of Owner under any agreements entered into with any third parties in relation to the Project or the Scheduled Lands, including the right to receive any amount in relation to the Carpet Area in the Project in terms of this Agreement, and further right to market and sell the Developer's Area, at the cost, expense and responsibility of Developer, along with such ancillary and incidental rights as set forth in this Agreement for carrying out the development and construction of the Project in accordance with the Approvals and building plans sanctioned by Concerned Authority and as per the terms and conditions mentioned in this Agreement.
- 2.2 Owner hereby grants to Developer, the peaceful and vacant physical possession of the Scheduled Lands for the purpose of development of the Project and all incidental activities including marketing, sale etc. in terms of this Agreement.
- 2.3 The Project shall be developed and constructed by Developer at its own

Sanghamita Swain @ Roy.
 For Falcon Real Estate (P) Ltd.
 Usharavati Paltanade
 Soumik Kojul Kumar Datta
 Authorised Signatory

cost and with its own resources and construction finance from Bank/ Financial Institutions and all expenses related to pre-construction, construction, post construction, consultants, branding shall be borne by Developer, save and except such costs as specifically agreed under this Agreement to be borne by the Owner.

- 2.4 Developer shall complete the construction and development of the Project in phase manner in accordance with the Project Schedule mentioned in Article 5 hereto.
- 2.5 Owner shall execute the Power of Attorney(s) in favour of Developer, for the Scheduled Lands for irrevocably authorizing and empowering the Developer to construct, develop, implement and execute the Project and for sale, transfer and conveyance and mortgage of Developer's Area, at the time of execution of this Agreement. This will be executed simultaneously along with the signing of this Agreement. The Owner agrees that it shall from time to time execute all such further documents as may be reasonably required to effectively carry on the full intent and meaning of this Agreement and in order to complete the transactions and development contemplated hereunder.
- 2.6 Owner hereby agrees not to disturb, interfere with or interrupt the possession of the Scheduled Lands and/or construction and development activities carried out by Developer for the purposes of the Project and/or commit any act or omission that may result in stoppage or delay of the construction activity to be undertaken pursuant to and in accordance with this Agreement, until Developer deviates from the Project Schedule as per Article 5. The Owner shall ensure that no person, acting under/through it does any act that (i) interferes with or causes any obstruction or hindrance in the exercise of any of the rights of the Developer hereunder or (ii) whereby the rights and entitlements of the Developer in the Scheduled Lands are prejudicially affected.
- 2.7 If any dispute arises regarding the land title shared by the Land Owner, Developer shall not be responsible to resolve the issue. Further, if any issue arises due to which the project construction is hampered/hindered/disturbed, the loss of opportunity cost and finance cost shall be borne by the Owner. Further, in occurrence of any such loss, the Developer reserves the right to forfeit the share agreed to be provided to the Owner as a part of the sharing agreement in terms of this Agreement.
- 2.8 Owner hereby agrees and affirms that save and except as stated in this Agreement, Developer shall have the exclusive rights to construct and develop the Project with all and any other incidental and ancillary rights including in the Project and marketing and sale/transfer/mortgage rights

For Falcon Real Estate (P) Ltd.

Saurvik Koyal Kumar Doh
Authorised Signatory

Sanghamitra Swain @ Reg.

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Ashok Kram

For Falcon Real Estate (P) Ltd.

Saurvik Koyal Kumar Doh

Authorised Signatory

of the Developer's Share shall solely vest with Developer, and Owner shall not have/claim any rights whatsoever in respect thereto.

ARTICLE 3

APPROVALS

- 3.1 Owner represents that the land is converted to residential use from the concerned authorities.
- 3.2 The Parties hereby agree that:
- (i) Developers shall, within 12 (twelve) months or such other time in addition to twelve months as may be mutually agreed between the parties, from the day of handover by Owner obtain all Approvals for the Project, including license/permissions for development of the Project as per the proposed FAR and sanction of building plans from Concerned Authority (computed on the reduced land extent after deducting any loss of land due to road widening and nallah, as determined by the Competent Authority). If there is delay in getting any Approval including environmental clearance, for reasons not attributable to the Developer, then the above time line will be extended accordingly pursuant to mutual agreement.
 - (ii) Any fees to be paid to the concerned authority for sanction of the Project shall be borne and payable by Developer to concerned authority.
 - (iii) All incidental/ additional expenses incurred for obtaining sanction of building plans for the Project shall be borne by Developer.

ARTICLE 4

DESIGN, DRAWING AND SPECIFICATIONS

- 4.1 The Parties hereby agree that the Project shall be planned and designed at the discretion of the Developer and Developer shall develop thereafter in accordance with the terms agreed herein. The Developer may, however, seek consultations from the Owner with regard to the planning but shall not be obligated to adhere to such consultations.
- 4.2 The Carpet Area to be allotted to the Owner shall be finalized only after the Approval of BDA in respect of the Larger Project and the specification provided shall be frozen and shall not be changed over a period of time. The Carpet Area in the Project shall be designed and developed by the Developer in accordance with the Applicable Law and Approvals.

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For Falcon Real Estate (P) Ltd.

Saurabh Keshav Kulkarni

Authorised Signatory

For Falcon Real Estate (P) Ltd.

Saurabh Keshav Kulkarni
Authorised Signatory

Sanghamitra Swain @ Reg.

Usharani Pattemakki

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Ashok R. Dny

- 4.2 The Parties hereby agree that in case any changes in designs and drawings of the Project is required for its betterment/ improvement, the Parties shall take such steps for revision of plans for the Project from Competent Authority as may be necessary/ requisite from time to time.

ARTICLE 5

PROJECT SCHEDULE AND COMPLETION

- 5.1 It is hereby agreed that Developer shall endeavor to commence construction of the Project phase wise within 6 months from (a) date of receipt of sanctioned building plans and other pre-requisite approvals, including approval from ORERA in respect of the Larger Project, or (b) completion of all pending activities by Owner and handing over of vacant, peaceful and undisputed possession of the Scheduled Lands to Developer, whichever is later.
- 5.2 Subject to (a) Force Majeure Conditions, (b) the Owner being in compliance with the terms and conditions hereof (c) receipt of sanctioned building plans and other pre-requisite approvals, including approval from ORERA in respect of the Larger Project, and (d) Owner handing over of vacant, peaceful and undisputed possession of the Scheduled Lands, to the satisfaction of the Developer, the Developer shall endeavor to complete construction and development of the first phase of the Project within 60 months from the date of receiving final approval from Competent Authorities for commencement of development at the Scheduled Lands, including approvals from ORERA in respect of the Larger Project.

Singhmitra Swain @ Raj.
Usharcani Peltan of Faicon Real Estate (P) Ltd.

Soumik Neel Kumar Das
A. Ashokan Sinnathru

ARTICLE 6

CONSIDERATION AND SHARING RATIO

- 6.1 Developer shall construct and develop the Project on the Scheduled Lands at its own cost and expense and with its own resources in accordance with the permissions/ licenses/ sanctions received from the Concerned Authority including the sanctioned building plans.
- 6.2 OWNER shall provide and make available to Developer, at its own cost and expense, the total Scheduled Lands along with:
- (i) Absolute unencumbered rights and entitlement to enter upon, possess, develop and construct the Project at its own costs and expenses and with its own resources on the Scheduled Lands;

Shareholder by
Ajay Kumar

For Faicon Real Estate (P) Ltd.
Soumik Neel Kumar Das
Authorised Signatory

- (ii) Exclusive and absolute right to sell the Developer's Area, including right to use of car parking, and/or any other facility, to prospective buyers and to receive consideration there from and
- (iii) Power to convey and transfer the Carpet Area, units, properties and facilities comprised in the total Developer's Area after completion of construction and receipt of consideration together with undivided rights, share and interest in the Scheduled Lands, subject to allocation of proportionate Owner's Share to Owner.

6.3 In consideration of Owner providing the Scheduled Lands to Developer with rights, interest and entitlements as mentioned herein, the Developer shall allocate units in the Larger Project equivalent to 33% (thirty three per cent) of the permitted FAR of the Project (as per the final sanctioned building plan approved by the Concerned Authority) ("**Owner's Area**"). It is clarified that the Owner shall have no rights or interests whatsoever in the Larger Project or the Larger Project Land except to the extent of the Owner's Area as determined by Developer in consultation with the Owner.

- (i) The location and composition of the Owner's Area within the Larger Project shall be shared with the Owner by the Developer at such times as the Developer may deem fit and intimate the Owner in writing in this regard ("**Allotment Intimation**"), which shall in any case be after obtaining the sanctioned building plan and RERA approvals in respect of the Larger Project.
- (ii) The decision of the Developer with respect to determination of the Owner's Area in the Larger Project shall be final and binding. Further, the allotment of car parking space in the Larger Project corresponding to the Owner's Area shall be determined by the Developer at its discretion.

6.4 Developer shall solely and be exclusively entitled to:

- (i) all the built-up area in the Project and the Larger Project (as per the final sanctioned building plan approved by the Concerned Authority), except those forming part of the Owner's Share ("**Developer's Area**").
- (ii) the Developer's Area along with absolute right, title and interest to use, enjoy, own, lease and to sell, transfer and convey the same in any manner as may be decided by Developer, its directors and/or its nominees and to enter into agreements to sell/ lease/ license and conveyance deeds and to accept payments for the same from the buyers in its own name and to its own account.

Sanghamitra Swain@Ray.

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Sheralal Ray
Ashok Prasad

Soumitra Kojal Kumar Das
Authorised Signatory

For Falcon Real Estate (P) Ltd.

- 6.5 Simultaneously with the execution and registration of this Agreement, Owner shall execute and register irrevocable Power of Attorney in favour of Developer granting powers for management, development and construction of the Project on the Scheduled Lands and for execution and registration of agreements to sell/ lease/ license and conveyance/ sale deeds for undivided right, title, interest and share in the Scheduled Lands in respect of the Developer's Area in favour of its buyers.
- 6.6 It is hereby agreed that Developer shall be entitled to receive from the Owner for Owner's area, all deposits and charges receivable towards infrastructure development charges, club development charges, electricity/ water/ sewage connection charges, maintenance charges, maintenance deposits and any other such charges or statutory charges to which Owner shall have no objection.
- 6.7 The location of the units forming part of the Owner's Area within the Larger Project shall be decided by the Developer by Developer in consultation with the Owner.
- 6.8 In the event the Developer makes the Allotment Intimation in favour of the Owner prior to receipt of the completion certificate in respect of the Larger Project, and accordingly allots units in favour of the Owner, the Owner shall have the right to secure bookings with respect to the units in the Owner's share in accordance with Applicable Law and Approvals and Clause 12.10 hereof. It is clarified that in the event that the Owner receives any sums from such prospective purchasers, all such sums shall have to be deposited in accordance with the provisions of RERA and as may be deemed fit by the Developer, at its sole discretion. The Owner may request the Developer to undertake sell/ lease/ license and conveyance/ sale deeds in respect of the Owner's Area, on behalf of the Owner and the Developer may, at its discretion, agree to undertake such sale/lease/ license/ conveyance subject to payment of a commission by the Owner at the minimum rate of [•].
- 6.9 In the event that any portion of the Scheduled Lands is acquired/ reserved/ used by Competent Authorities pursuant to requisitions/ order made under Applicable Laws any time after the date of execution of this Agreement, the Owner shall be entitled to receive compensation in respect thereof, and the Owner's Share shall be reduced by [•] sq. ft of Carpet Area for every [•] sq. ft of Scheduled Lands being acquired/ reserved/ used by Competent Authorities.

For Falcon Real Estate (P) Ltd.

Saurabh Kojal Kumar Sethi
Authorised Signatory

Sunghamitra Swain @ Raj.

Usharasis Pattanah

For Falcon Real Estate (P) Ltd.

Saurabh Kojal Kumar Sethi

Authorised Signatory

Shreealacka Jay
Ashok Kumar

ARTICLE 7

MARKETING

7.1 The Parties hereby agree and affirm that the Project shall be named as which shall be branded by Developer for the entire project and marketed exclusively by the Developer.

ARTICLE 8

MAINTENANCE

8.1 The Parties hereby agree that Developer may appoint and nominate a maintenance agency, at its discretion, for maintenance of the completed building(s), common areas and other areas/facilities of the Project/ Larger Project and all the occupants of the said proposed building(s) shall be bound to observe the rules and regulations framed/adopted by such maintenance agency.

8.2 Such maintenance agency shall also be liable to arrange and provide water, electricity and power back-up and sewerage connections and maintain all the utilities, including lifts, escalators, pumps, etc., for the Project as may be agreed and decided by the maintenance agency and the Parties hereto.

8.3 Each and every buyer/ transferee of the Project/ Larger Project shall execute a maintenance agreement with the maintenance agency nominated by Developer and pay such common area maintenance charges, maintenance security deposit and statutory charges, as may be levied by such agency or statutory agencies from time to time. It is clarified that the Owner shall also be liable to make such payments (towards common area maintenance charges, maintenance security deposit and statutory charges) to the maintenance agency with respect to the Owner's Area so long as the same remain in possession of the Owner and are not transferred to purchaser.

ARTICLE 9

REPRESENTATIONS AND WARRANTIES

9.1 The Parties represent, warrant and undertake to each other that as of the date of the execution of this Agreement the information and statements set out herein are true, accurate and correct in all respects and that:

(i) Each Party has the power and authority and has taken all actions necessary to validly execute and deliver this Agreement and that

For Falcon Real Estate (P) Ltd.

Savitri K. Kishor Kumar Datta
Authorised Signatory

Sanghamitra Swain (S) Proj.

Usharani Pattanayak

For Falcon Real Estate (P) Ltd.

Savitri K. Kishor Kumar Datta

Authorised Signatory

Bhawalal By
Ajay K. Datta

the obligations under this Agreement are legally valid, binding and enforceable;

- (ii) The execution, delivery and performance of this Agreement will not conflict with, result in the breach of, or constitute a default under any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected and does not result in a violation of any Applicable Laws;
- (iii) It has no knowledge of any violation or default and with respect to any order, writ, injunction or decree of any court or any legally binding order of any relevant authority empowered by Applicable Laws which may result in any material adverse effect on its ability to perform its obligations under this Agreement;
- (iv) It has complied with the Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which, in the aggregate, has or may have a material adverse effect on its ability to perform its obligations under this Agreement;
- (v) There are no actions, suits, proceedings or investigations pending or, to its knowledge threatened against it at law or in equity before any Court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in breach of this Agreement or which may individually or in aggregate, result in any material impairment of its ability to perform its obligations under this Agreement;
- (vi) Owner represents and warrants that no receiver, trustee or manager has been appointed over the whole or any part of the Scheduled Lands or the Project and it has not committed any act of bankruptcy or insolvency or passed any resolution for or otherwise entered into any liquidation, winding up or administrative order under the laws of India or any other applicable jurisdiction; and
- (vii) All information furnished by each Party in connection with this Agreement, does not contain any untrue statement or omit to state any fact, the omission of which makes any statements made therein in the light of the circumstances under which they are made, misleading, and each Party is not aware of any material facts or circumstances that have not been disclosed to the other Parties which might, if disclosed, adversely affect the decision of a Person considering whether or not to enter into this Agreement.

For Falcon Real Estate (P) Ltd.

Sounik Kojal Kumar Doh
Authorised Signatory

Sargamitha Kain @ Raj.

Usharcani Polthanaik

Shalade by
Ashok K. Rm

9.2 The Owner represents and warrants to the Developer that:

- (i) The Scheduled Lands are contiguous. Owner is vested with absolute ownership and clear and marketable title to the Scheduled Lands, and in possession of the Scheduled Lands.
- (ii) There is no easement, impediment, no attachment proceedings, prohibition, restriction or negative covenant running with the Scheduled Lands, whereby Owner is in any manner restrained, prohibited or prevented from granting the development rights over the Scheduled Lands in favour of the Developer.
- (iii) The Scheduled Lands are not affected by any development plan reservation or set back and there is no impediment, prohibition or restriction upon the present or future development of the Scheduled Lands which Owner is aware of.
- (iv) The Scheduled Lands or any part thereof is not "forest land" nor any other category of restricted land or land which has any environmental restrictions/ impediments. Owner represents that the Scheduled Lands are capable of obtaining all environmental approvals, without any restrictions or hindrances. Owner has not received any notice from any authority in this regard.
- (v) The development of residential colony is permissible on the Scheduled Lands.
- (vi) There is no commitment of any area/ unit/ apartment/ space/ amenity/ usage/ public spaces to be provided on the Scheduled Lands to any third party. Owner has not sold nor entered into any agreement to sell with any third party for any portion of the Scheduled Lands.
- (vii) There are no agreement or arrangement or contract, the performance or non-performance of any of its provisions could lead to any creation of encumbrances on the Scheduled Lands or any part thereof nor Owner has in any way created any encumbrance on the Scheduled Lands or any part thereof.
- (viii) All information in relation to the transactions contemplated herein which would be material to the Developer for the purposes of entering into this Agreement, and consummating the transaction contemplated herein, has been made available and disclosed to the Developer and continues to be, true, complete and accurate in all respects and not misleading in any manner.

For Falcon Real Estate (P) Ltd.

Souvik Kojal Kumar Das
Authorised Signatory

Sanghamitra Swain @ Raj

Ushantoz Patternaik

Shree Lakshmi
Ashok K. Das

For Falcon Real Estate (P) Ltd.
Souvik Kojal Kumar Das
Authorised Signatory

- (ix) Owner has not executed any power of attorney(s) or any other document / contract / agreement (other than those that are specifically mentioned in this Agreement) or any other authority, oral or otherwise empowering any third person(s) to deal with Scheduled Lands or any part thereof, for any purpose.
- (x) confirms that all liabilities in relation to income tax have been paid up to date and there are no enquiries pending against Owner. In the event any such demands, claims, assessments, enquiries, outgoings etc. are found to be outstanding or become payable, Owner shall clear them immediately, and undertakes to clear any fresh demand of all taxes from its own sources.
- (xi) Owner has paid up to the date hereof all property taxes, rates, duties, cesses, levies, water charges, electricity charges or any other amount payable to any authority in respect of the Scheduled Lands. There are no other charges, dues, fees, interest, claims or penalties payable in respect of the Scheduled Lands or Project or Approvals. If any demand for the period prior to the execution of this Agreement is raised then Owner shall satisfy such demands from its own sources.
- (xii) There are no pending or threatened disputes, litigations, notices, injunctions orders or acquisition proceedings with respect to Scheduled Lands or pending proceedings in any court or tribunal or arbitration or revenue proceedings or quasi-judicial proceedings nor is there any attachment on the Scheduled Lands either before or after judgment or in custody/ symbolic or physical possession of the court receiver and there is no money decree passed against Owner.
- (xiii) Each of the representations and warranties set forth in this Agreement shall be construed as a separate warranty and (save as expressly provided to the contrary herein) shall not be limited or restricted by reference to or inference from the terms of any other representation or warranty.

For Falcon Real Estate (P) Ltd.

Soumik Kojal Kumar Dasg
Authorised Signatory

Swain @ Roy.

Sanghamitra

Usharani Patternaik

ARTICLE 10

RIGHT TO FINANCE

10.1 Developer shall be entitled to procure/obtain such financial assistance from any financial institution/banks by creating a charge on the Scheduled Lands, the Project/ Larger Project and/or its receivables as security for its debt/ repayment obligations and for development of the Project/ Larger Project. Further, Developer shall be entitled to create

Ashok Kumar Dasg

charge on the developmental rights in respect of the Project under this Agreement or create any collateral security in favor of any bank/financial institution. However, there will be no lien on receivables of the Owner's Area or receivables which may accrue to Owner (i.e., customers of Owner). Developer agrees that it shall alone be responsible and liable to pay and discharge all such finance/mortgage liability and Owner shall in no event be held liable or responsible for the same. Provided further that Developer shall indemnify Owner against any claims, demands, charges, actions that may be made by such banks/financial institutions or any person authorized by them except for any such claim that may arise due to Owner defaults.

- 10.2 Developer hereby undertakes and assures that all monies obtained by pledging, hypothecating, mortgaging or creating charge on the Scheduled Lands and buildings thereon, shall be utilized for construction and development of the Project and for Developer's debt/ repayment obligations.
- 10.3 Owner undertakes to provide the necessary authorizations to the Developer, for procuring finance, under the GPA. Owner further undertakes to sign, execute and deliver all such agreements, deeds, declaration, no objection etc. and all such documents and do all such acts, deeds and things as may be required by the Developer to create the said mortgage/ charge, forthwith on being requested by the Developer.

Singhanika Swain @ Ray

Usharcani Pathan
For Falcon Real Estate (P) Ltd.

Sourvik Kojal Kumari
Authorised Signatory

ARTICLE 11

OBLIGATIONS OF DEVELOPER

- 11.1 Subject to the Parties duly complying with their obligations under this Agreement, Developer hereby agrees and undertakes to develop the Project at its own cost and expenses in accordance with the Applicable Laws. Developer agrees and confirmed and will allow Owner to inspect the records, agreements and other documents related to the said project.
- 11.2 All the original deeds and documents shall remain in the possession of the Developer only.

ARTICLE 12

OBLIGATIONS OF OWNER

- 12.1 Owner shall ensure that during the subsistence of this Agreement, no person, acting under/through it or acting under/ through Owner, does any act of commission or omission that (i) interferes with or causes any obstruction or hindrance in the exercise of any of the joint development

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Ashok K Rm

For Falcon Real Estate (P) Ltd.

Sourvik Kojal Kumari
Authorised Signatory

rights by Developer or (ii) whereby the vesting of the joint development rights or the rights of Developer in respect of the Scheduled Lands are prejudicially affected. Without limiting the generality of the foregoing, Owner nor any of its representatives or agents shall interact with, apply to or appear before any concerned Governmental Authority or any third party in respect of the Scheduled Lands or the Project except as may be specifically provided herein and where such attendance is required by law.

- 12.2 Owner agrees and covenants that at any time after the Effective Date, it shall not enter into any agreement, commitment, arrangement or understanding with any person which shall have the effect of creating, directly or indirectly and whether immediately or contingently, in favour of such person any right, interest, title, claim or Encumbrance in or over or in relation to the joint development rights or the Scheduled Lands or the Project.
- 12.3 Owner shall extend all reasonable cooperation and do all such acts and deeds that may be required to give effect to the provisions of this Agreement, including, providing all such assistance to the Developer as may be reasonably required by the Developer from time to time for the purpose of carrying out the transactions contemplated hereby. Owner agrees to execute, as may be required by the Developer from time to time in accordance with the applicable law, all applications, affidavits, plans or other documents, and shall also extend all cooperation and assistance for the development, completion and disposal of the Project/ Larger Project.
- 12.4 In the event the Owner receives any communication, correspondence, notice, demand etc. of any nature whatsoever from any Government Authority, that may directly or indirectly be related to the Scheduled Lands or the Project, it shall within Seven (7) working days of receipt of the said communication, correspondence, notice, demand, share it with the Developer.
- 12.5 Proper due diligence shall be done by the owner after the handover of its respective share of flat. After the delivery of the possession, no further issues like modification etc, will be entertained.
- 12.6 If any further extension is done on the said Project by the Developer, the Land Owner shall have no right over the same.
- 12.7 The Land Owner shall never mortgage the title of the land to anyone either before or after the possession. However, after taking the possession of the flat, the same can be mortgaged by the Land Owner.

Singhania Swain @ Day

For Falcon Real Estate (P) Ltd.
Soni K. Rajal Kumar Singh
Authorised Signatory

Usharani Pattanah

Shruti R
Ashok K. R. M

- 12.8 If any GST Input Tax Credit is available, the Land Owner will not claim any benefit of the same.
- 12.9 If there is a delay in handing over the possession of flat by the Developer, then the Owner shall not claim any interest for the same.
- 12.10 Land Owner can commence accepting booking from purchasers for Owner's Area only after 20% booking is done by the Developer. The same has to be considered as a lock-in-period for the sale of Owner's Area by the Land Owner in respect of the share allotted to it. The Parties shall agree upon the base price at which the Owner's Share in the Project/ Larger Project may be transferred/ sold/ leased/ licensed to allottees/ third parties after completion of such lock-in period. The Owner shall not in any circumstance undertake sale/ transfer/ lease/ license of units in the Owner's Share below such base price that may be agreed between the Parties.

ARTICLE 13

INDEMNIFICATION

- 13.1 Each Party ("**Defaulting Party**") shall keep indemnified and hold harmless the other Party ("**Non-defaulting Party**") against any losses, damages, liabilities, costs, claims, actions, suits, proceedings and/or third party claims that may arise against the Non-defaulting Party on account of:
- (i) any failure on the part of the Defaulting Party to discharge its liabilities and/or obligations under this Agreement; and/or
 - (ii) on account of any act(s), omission(s), commission(s) and/or misrepresentations or for breach of any representation and warranties made under this Agreement, the other agreements proposed to be executed between the Parties and in particular arising out of a breach of the obligations to the purchasers/tenants and/or lessees, as the case may be.
- 13.2 Owner has represented, declared and assured to Developer that it is fully and legally entitled to the Scheduled Lands and the title thereof is clear and unencumbered. Further, the Scheduled Lands has no charge, mortgage, encumbrance, hypothecation, loan, acquisition/requisition notice, litigation, proceeding, claim, etc., is pending in respect of the Scheduled Lands or any part thereof on the date of execution of this Agreement. It is hereby agreed that in case of any title defect/claim on title/litigation in relation to the Scheduled Lands ("**Defect**"), Owner hereby agrees and undertakes that it shall be liable and responsible to remedy the Defect. Any expenses, legal or otherwise, incurred for

For Falcon Real Estate (P) Ltd.

Saurabh Rajal Kumar Dahi
Authorised Signatory

Sanghamitra Swain @ sayi

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Ashok Prasad

For Falcon Real Estate (P) Ltd.

Saurabh Rajal Kumar Dahi

Authorised Signatory

remedying the Defect shall be borne and paid by Owner only and Developer shall not be liable in manner whatsoever. Further, Owner shall be liable to indemnify and hold Developer, and its directors, officers, employees and agents harmless from and against all or any claims, proceedings, enquiries, losses and damages. Developer shall further be entitled to recover from Owner and Owner shall reimburse Developer any and/or all costs, charges and expenses, including any expense, legal or otherwise, that may be incurred by Developer to settle, clear, resolve and/or rectify such Defect.

- 13.3 It is further clarified that in case any claim/ liability from a third party or Competent Authority is raised against the Project/ Scheduled Lands or the Developer due to any Defect or breach of representations and warranties of the Owner herein or non-fulfilment of its obligations by the Owner, the Developer shall not be liable to bear any cost or expense or suffer any loss as a consequence thereto. In the event the Developer undertakes any expense or suffers any loss whatsoever, the Owner's Share shall stand reduced by 1 sq. ft of Carpet Area for every INR 5,000 (Rupees Five Thousand) expended by the Developer.

ARTICLE 14

TAXES

- 14.1 Developer shall be liable for all outgoing, cesses, GST any other taxes, rates and other charges in respect of the construction and development of the Project only from the date of receipt of the physical possession of the Scheduled Lands. For the purpose of clarification, any such outgoing relating to the Scheduled Lands shall be borne and payable by Owner only.
- 14.2 Any levy of GST on construction service deemed to provided to the Owner by the Developer shall be borne by the Owner. Such taxes shall be paid in cash/cheque or vide any other Mode by the Land Owner to the Developer.
- 14.3 Each Party shall bear and pay their respective taxes, cess, charges, levies and any other outgoing, including but not limited to income tax, sales tax, service tax and GST, payable in pursuance of this Agreement including on their respective shares/areas whether applicable/assessable/attracted on construction, development, sale or transfer etc.
- 14.4 If any GST Input Tax Credit is available, the Land Owner shall not claim the benefit of the same.

For Falcon Real Estate (P) Ltd.

Sourvik Kojal Kumar Datta
Authorised Signatory

Singhania Savain @ Roy.

Usharcani Patterson

For Falcon Real Estate (P) Ltd.
Sourvik Kojal Kumar Datta
Authorised Signatory

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ASHOK KUMAR

ARTICLE 15

FORCE MAJEURE

15.1 If any time during the term of this Agreement, the performance by either Party of an obligation hereunder shall be excused during any period of Force Majeure and such delay is beyond the reasonable control of a Party (the "Affected Party") and which the Affected Party could not have prevented by the exercise of reasonable skill and care in relation to the development of the Project and which actually prevent, hinder or delay in whole or in part the performance by any party of its obligations under this Agreement. 'Force Majeure' shall include without limitation, (a) acts of God, including earthquake, storm, flood, tempest, fire, lightning, epidemics, pandemics, and other natural calamities; (b) civil commotion, war, act of public enemy; (c) riots or terrorists attacks, sabotage, epidemic; (d) strikes; (e) non-availability/ scarcity of essential construction and building materials, fuel or power, delay in transportation, and governmental action or inaction; (f) the promulgation of or any amendment in any law, regulation or policy of the Government Authority which prevents the approval, construction and development to proceed as agreed in this Agreement; or (g) any event or circumstances analogous to the foregoing, including promulgation of orders in the nature of a lock-down, which restricts the ability of a Party to fulfil its obligations. The Affected Party shall immediately notify the other Party of the happening of any such event of Force Majeure. The Affected Party shall constantly endeavour to prevent or make good the delay and shall resume the work as soon as practicable after such event of Force Majeure has come to an end or ceased to exist. In the event any of such Force Majeure cause or causes shall continue for a period of 180 (One Hundred and Eighty) days, the Parties hereto shall mutually discuss the matter and decide one or the other course of action to be taken.

Sanghamita Swain @ Esq.
For Falcon Real Estate (P) Ltd.
Sourish Koyal Kumar Doh
Authorised Signatory

Usharanshi Paltonask

ARTICLE 16

TERMINATION

16.1 In case Owner fails within the time period prescribed herein:
(i) to complete all the necessary legal formalities as required under this Agreement;

then Developer shall be entitled to withdraw from the Project and terminate this Agreement by giving 30 (thirty) days notice to Owner and Developer shall not be responsible and/or liable in any manner whatsoever in any matter relating to or arising out of this Agreement. Further, Owner shall, reimburse all costs and expenses incurred by

Sheralal Singh
Ashok Kumar

Developer in respect of the Project, within [15] days of termination of this Agreement along with interest @ 2% more than the current PLR of SBI.

- 16.2 Subject to Owner complying with and duly fulfilling its obligations and responsibilities under this Agreement and Developer fails to commence construction of the Project in the agreed period mentioned in clause no. 5.1 or as mutually agreed period. Owner shall be at liberty to terminate this Agreement and refund all the amounts received from Developer within 30 (Thirty) days of such termination.
- 16.3 Upon termination of this Agreement all or any rights provided herein to Developer by OWNER and/or under the Power of Attorney(s) executed with respect hereto shall stand revoked/ cancelled.

ARTICLE 17

NOTICES

- 17.1 All notices and other writings to be filed, delivered or served on the other Party pursuant to this Agreement shall be in writing and shall be delivered by speed post or registered mail, return receipt requested. Any notice shall be deemed to have been duly given and received upon receipt. Notices to the parties shall be addressed as follows:

If to Owner 1:

Attention : Ms. Sanghamitra Ray
Address : Udaypatha, Nayagarh, Odisha - 752069
Telephone :
Email :

Owner 2:

Attention : Ms. Usharani Pattanaik
Address : PWD Lane, Nayagarh, Odisha-752069
Telephone : 9438296313
Email : usharanipattanaik123@gmail.com

For Falcon Real Estate (P) Ltd.
Saurik Kojal Kumbhar Dahi
Authorised Signatory

Sanghamitra Swain@Ray.
Usharani Pattanaik
For Falcon Real Estate (P) Ltd.
Saurik Kojal Kumbhar Dahi

Sherehete-By
Ashok Pr Sen

If to Developer:

Attention : Mr. Sounik Kajal Kumar Dash
Address : A/22, Falcon House, Cuttack Road,
Bhubaneswar-751006
Telephone : 7978009125
Email : sounik@falconmarine.co.in

A Party may change its address for notice by giving a written notice of such change to all other Parties to this Agreement.

ARTICLE 18

SETTLEMENT OF DISPUTES

18.1 Notice

In the event any Party is in breach of any of the terms of this Agreement, the other Party shall serve written notice to require the Party in breach to cure such breach within 30(Thirty)days of the receipt of such written notice thereof.

18.2 Amicable Resolution

In case any dispute or claim arising out of or in connection with or relating to this Agreement, or the breach (where such breach has not been cured by the Party in breach within 30 days of a written notice thereof), termination or invalidity hereof, the Parties shall attempt to first resolve such dispute or claim through mutual discussions amongst themselves.

18.3 Arbitration

If such dispute or claim is not resolved through such discussions within 30 (thirty) days from the date of serving notice under Clause 18.1 above, then such dispute shall be referred to binding arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time. For the purpose of such arbitration, Developer shall appoint 1 (one) arbitrator, and Owner shall appoint 1 (one) arbitrator. The 2 (two) arbitrators so appointed shall then jointly appoint a third arbitrator, who shall serve as a presiding arbitrator. All the three arbitrators shall be collectively referred to as the 'Arbitration

For Falcon Real Estate (P) Ltd.
Sounik Kajal Kumar Dash
Authorised Signatory

Swain @ Raj.
Sanyamitra Swain
Usharcani Paltanaiu
Ashok Kr Das

For Falcon Real Estate (P) Ltd.

Sounik Kajal Kumar Dash
Authorised Signatory

Tribunal'. All arbitration proceedings shall be conducted in English language and the place of arbitration shall be Bhubaneswar. Arbitration Tribunal shall decide any such dispute or claim strictly in accordance with the governing law specified in Article 19. Judgement upon any arbitral award rendered hereunder may be entered in any court having jurisdiction, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

18.4 Good Faith

Each Party shall co-operate in good faith to expedite (to the maximum extent practicable) the conduct of any arbitral proceedings commenced under this Agreement.

18.5 Costs

Each Party shall pay its own fees, disbursements and other charges of its counsel, arbitrator appointed by it, except for the fees and costs in respect of the presiding arbitration which shall be borne in the J/V ratio by the Parties. Arbitration Tribunal shall have the power to award such costs and interest on any sum awarded pursuant to the arbitration proceedings and such sum would carry interest, if awarded, until the actual payment of such amounts.

18.6 Final and Binding

Any award made by the Arbitration Tribunal shall be a reasoned award and shall be final and binding on each of the Parties that were parties to the dispute.

ARTICLE 19

GOVERNING LAW AND JURISDICTION

19.1 This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Bhubaneswar alone shall have exclusive jurisdiction in respect of all or any matters arising out of or in respect of this Agreement.

ARTICLE 20

ASSIGNMENT

20.1 The Developer can take any financial partner, can form any separate entity in collaboration/ joint venture with others and assign all its rights and liabilities under this agreement to such entity to develop the project.

Singhanim - Swain @ Roy.
Usharani Pattanayak
Souvik Kojal Kumar Datta

Shree Lal Roy
Ashok Kumar

ARTICLE 21

STAMP DUTY AND OTHER CHARGES

- 21.1 Each Party hereto shall bear and pay their respective charges incurred in respect hereto, including costs of their respective advocates/counsel.
- 21.2 The Parties hereby agree that any stamp duty and registration charges incurred for execution and registration of Agreement and Power shall be shared equally by both the parties.

ARTICLE 22

AMENDMENT AND WAIVER

- 22.1 This Agreement may be amended, modified or supplemented only by way of a written instrument executed by each of the Parties. No waiver of any of the provisions of this Agreement shall be effective unless set forth in writing by each of the Parties to this Agreement.

ARTICLE 23

ENTIRE AGREEMENT

- 23.1 This Agreement along with the Recitals, Schedules and Annexures annexed hereto constitutes the entire agreement and understanding between the Parties hereto at the date hereof in relation to the development of the Scheduled Lands and accordingly supersedes all prior agreements, communications, negotiations and representations, either oral or written, between the Parties, in relation hereto. It is expressly declared that no variation, amendment, modification or addition to this Agreement shall be effective or binding on any Party unless set forth in writing and duly authorized by the Parties hereto.

**ARTICLE 24
SEVERABILITY**

- 24.1 If any provision of this Agreement or its application to any circumstances is, to any extent, declared by a court of competent jurisdiction, as illegal, void, invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others and the legality, validity and enforceability of the remainder of this Agreement and the application of that term to other circumstances shall not be affected thereby, and each term of this

Sanghamitra Swain @ Roy.
For Falcon Real Estate (P) Ltd.
Sourvik Koyal Kumar Das
Authorised Signatory
Usharanizi Pattanayak

Shalati Roy
Ashok Kr Sin

For Falcon Real Estate (P) Ltd.
Sourvik Koyal Kumar Das
Authorised Signatory

Agreement shall be valid and enforceable to the fullest extent permitted by Applicable Law.

**ARTICLE 25
MISCELLANEOUS**

- 25.1 Relationship: Nothing contained in this Agreement and the Power of Attorney shall be construed or understood to be a partnership, agency, contracting/sub-contracting or any other legal relationship between the Parties save and except what is specifically provided under the terms of this Agreement.
- 25.2 Time: Any date or period as set out in any Article/Clause of this Agreement may be extended with the written mutual consent of the Parties failing which, time shall be of the essence of this Agreement.
- 25.3 Independent Rights: Each of the rights of the Parties hereto under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.
- 25.4 Specific Performance: Either party shall be entitled to sue for specific performance of the terms and conditions hereof without prejudice to any other rights.
- 25.5 Each Party shall sign, execute, file and /or deliver such documents/deeds/applications etc. which may be required by other Party to comply and fulfill its obligations under this Agreement.

Ray,
For Falcon Real Estate (P) Ltd.
Souvik Kojal Kumar Datta
Authorised Signatory

Singhvi Swain
Usharani Pattnaik

For Falcon Real Estate (P) Ltd.
Souvik Kojal Kumar Datta
Authorised Signatory

Shahabuddin
Ashok K. D.

IN WITNESS WHEREOF the Parties have hereunto set and subscribed their respective hands through their duly authorized representatives at the place and on the day, month and year first hereinabove written.

SIGNED AND DELIVERED for and on behalf of the Owner,

Sanghamitra Ray. Sanghamitra Swain @ Ray.

Sanghamitra Ray
Udaypatha, Nayagarh, Odisha - 752069

Usharani Pattanaik

Usharani Pattanaik
PWD Lane, Nayagarh, Odisha-752069

ACCEPTED BY for and on behalf of Developer (Falcon Real Estate Pvt. Ltd.)
~~For Falcon Real Estate (P) Ltd.~~
Sounik Kajal Kumar Dash

Authorised Signatory
Sounik Kajal Kumar Dash
Asst. Manager-Admin
Falcon Real Estate Pvt. Ltd.
A/22, 1st Floor, Falcon House, Bhubaneswar-751006

WITNESSES (For Owner):

1. Sharanika Ray
S/o MUKUNDA KISHORE RAY
Udaypatha, Nayagarh 752069
2. Ashok Kumar
S/o V. Narada Kishore Dash, Nayagarh,
752069

WITNESSES (For Developer):

1.

2.

For Falcon Real Estate (P) Ltd.
Sounik Kajal Kumar Dash
Authorised Signatory

SCHEDULE OF PROPERTY

Under the DSR Office : Khandagiri, Bhubaneswar

**MOUZA - Dumduma PS -Khandagiri RI - Patrapada TAHASIL -
Bhubaneswar DIST.-Khurda**

Sl. No.	KHATA NO.	PLOT NO	AREA IN ACRE	TOTAL AREA	KISAM
1	432/2128	500	AC 0.351	AC 0.351	Gharabari Plot

Typed by me
Jagan Prasad
C.A. No. 43
09/11/1994.

For Falcon Real Estate (P) Ltd.
Sounik Kojal Kumar Das
Authorised Signatory

Sanghamitra Swain
For Falcon Real Estate (P) Ltd.
Sounik Kojal Kumar Das
Usharani Pattanayak
Authorised Signatory

Shobhit Das
Ashok Kumar Das



ଭାରତ ସରକାର
Unique Identification Authority of India
Government of India

ନାମାଙ୍କନ କ୍ରମ / Enrollment No. : 1040/10512/25313

To
Sanghamitra Ray
ପଂଚମିତ୍ରା ରାୟ
UDAYPATHA
NAYAGARH
NAYAGARH N.A.C
Nayagarh, Nayagarh
Odisha - 752069

28/06/2014



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94326394



ଆପଣଙ୍କ ଆଧାର ସଂଖ୍ୟା / Your Aadhaar No. :
2752 4082 6642

ଆଧାର - ସାଧାରଣ ଲୋକର ଅଧିକାର

ସୂଚନା
■ ଆଧାର ପରିଚୟ ପ୍ରମାଣ ଅଟେ, ନାଗରିକତାର ନୁହେଁ ।
■ ପରିଚୟର ପ୍ରମାଣ ଅନ୍ ଲାଭନ୍ ଅପେକ୍ଷିକେଶନ୍ ଦ୍ୱାରା ପ୍ରାପ୍ତ କରନ୍ତୁ ।

INFORMATION

- Aadhaar is proof of identity, not of citizenship.
- To establish identity, authenticate online.

■ ଆଧାର ସାରାଦେଶରେ ବୈଧ ।
■ ଭବିଷ୍ୟତରେ ଏହି ଆଧାର, ସମସ୍ତ ସରକାରୀ ଓ ବେସରକାରୀ ସେବା ପ୍ରାପ୍ତ କରିବାରେ ସାହାଯ୍ୟକ ହେବେ ।
■ Aadhaar is valid throughout the country.
■ Aadhaar will be helpful in availing Government and Non-Government services in future.



ଭାରତ ସରକାର
Government of India
ପଂଚମିତ୍ରା ରାୟ
Sanghamitra Ray
ପିତା - ସମ୍ବର ସ୍ୱାଇଁ
Father : SAMBAR SWAIN
ଜନ୍ମ ତାରିଖ / DOB: 15/05/1972
ଲିଙ୍ଗ / Female
2752 4082 6642



ଠିକଣା: ଉଦୟପଥା, ନୟାଗଡ଼
ନୟାଗଡ଼ (ଏନ୍.ଏ.ସି), ନୟାଗଡ଼, ଉତ୍ତରାଖଣ୍ଡ
752069

ଭାରତ ସରକାର
Unique Identification Authority of India

Address: UDAYPATHA,
NAYAGARH, NAYAGARH N.
A.C, Nayagarh, Nayagarh,
Odisha, 752069

2752 4082 6642

ଆଧାର - ସାଧାରଣ ଲୋକର ଅଧିକାର

1800 300 1947

help@uidai.gov.in

www.uidai.gov.in

Sanghamitra Swain @ Ray.

For Falcon Resil Estate (P) Ltd.
Sounik Kishor Kumar Dahi
Authorised Signatory



भारतीय विशिष्ट पहचान प्राधिकरण
भारत सरकार
Unique Identification Authority of India
Government of India



ନାମାଙ୍କନ କ୍ରମାଙ୍କ/Enrolment No.: 2017/46107/12097

Date: 20/12/2016

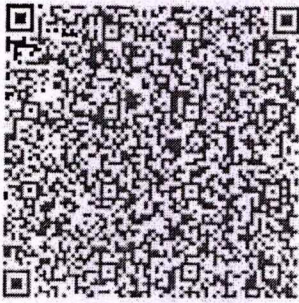
Sounik Kaja Kumar Dash (ସୌନିକ କାଜଳ କୁମାର ଦାଶ)
S/O: Bijaya Kumar Dash, KHAPARAKHAI (BY PASS),
GHASIPURA, KEONJHAR, Ghasipura, Kendujhar,
Odisha - 758015

ସୂଚନା

- ଆଧାର ପରିଚୟ ପ୍ରମାଣ ଅଟେ, ନାଗରିକତାର ନୁହେଁ
- ପରିଚୟ ପ୍ରତିଷ୍ଠା ପାଇଁ, ଅନଲାଇନ ରେ ପ୍ରମାଣିକରଣ କରନ୍ତୁ
- ଏହା ଇଲେକଟ୍ରୋନିକ ପ୍ରକାଶ୍ୟ ଦ୍ୱାରା ଉତ୍ପନ୍ନ କରାଯାଇଥିବା ଚିଠି ଅଟେ

ଆପଣଙ୍କର ଆଧାର ନଂ (ନମ୍ବର)/ Your Aadhaar No.:

7338 5746 8395



ମୋ ଆଧାର, ମୋ ପରିଚୟ



1947



help@uidai.gov.in



www.uidai.gov.in

INFORMATION

- Aadhaar is a proof of identity, not of citizenship.
- To establish identity, authenticate online.
- This is electronically generated letter.

Signature Not Verified

Digitally signed by SOUNIK KUMAR DASH
UNIQUE IDENTIFICATION AUTHORITY OF INDIA 01
Date: 2016.12.20 17:11:35 IST

- ଆଧାର ସାରା ଦେଶରେ ମାନ୍ୟ
- ଆଧାର ଆପଣ ଥରେ ମାତ୍ର ନାମାଙ୍କନ କରେଇବା ଆବଶ୍ୟକ
- ଦୟାକରି ଆପଣଙ୍କର ମୋବାଇଲ ନମ୍ବର ଓ ଇମେଲ ଠିକଣା ନବାକରଣ କରାନ୍ତୁ, ଏହା ଆପଣଙ୍କୁ ବହୁତ ସେବାରେ ଭବିଷ୍ୟତ ରେ ସାହାଯ୍ୟ କରିବ

- Aadhaar is valid throughout the country.
- You need to enrol only once for Aadhaar.
- Please update your mobile number and e-mail address. This will help you to avail various services in future.



भारत सरकार

GOVERNMENT OF INDIA



भारतीय विशिष्ट पहचान प्राधिकरण

UNIQUE IDENTIFICATION AUTHORITY OF INDIA



ସୌନିକ କାଜଳ କୁମାର ଦାଶ
Sounik Kaja Kumar Dash
ଜନ୍ମ ତାରିଖ / DOB: 13/02/1988
ପୁରୁଷ / MALE



ଠିକଣା:

ପିତା ଡକ୍ ନାମ / ମାତା ଡକ୍
ନାମ: ବିଜୟ କୁମାର ଦାଶ,
ଖପରାଖାଇ (ବାଇ ପାସ),
ଘସିପୁରା, କେଉଁଝର, ଘସିପୁରା,
କେନ୍ଦୁଝର,
ଓଡ଼ିଶା - 758015

Address:

S/O: Bijaya Kumar Dash,
KHAPARAKHAI (BY PASS),
GHASIPURA, KEONJHAR,
Ghasipura, Kendujhar,
Odisha - 758015

7338 5746 8395

ମୋ ଆଧାର, ମୋ ପରିଚୟ

7338 5746 8395

MEERA AADHAAR, MERI PEHACHAN

Sounik Kaja Kumar Dash

For Falcon Real Estate (P) Ltd.

Sounik Kaja Kumar Dash

Authorised Signatory

Valuation ReportApplication No- **1132204727**Registration Office- **KHANDAGIRI****DEED DETAILS**Application Type- **AGREEMENT OF SALE WITH POSSESSION**Status- **Pending for Fee collection**

Application No.	Execution Date	Presentation Date	Book No.	No. of Pages	Registration No	Registration Date
1132204727	13-APR-22	13-APR-22	1	27		

FEE DETAILS (In ₹.)

Stamp Duty : 421200
 Consideration Amount : 21060000
 Benchmark Value : 21060000

Registration Fee : 0
 A(10): 421200
 Incidental Fee Details
 User Charges : 880

 STAMP E-STAMP FRANKING

 CASH CHEQUE DD CHALLAN
 CASH CHEQUE DD POS

POS

 NEFT RTGS IMPS IFMS

 NEFT RTGS IMPS IFMS
FIRST PARTY DETAILS

Name	Relation	Relation's Name	Gender	Age	Profession	Caste	Interest/Type	Presenter	Signed	Present Address
SANGHAMITRA SWAIN ALIAS RAY	HUSBAND	BHARATENDU RAY	FEMALE	50		General	FIRST PARTY/SELF	YES	YES	UDAYPATHA, NAYAGARH
USHARANI PATTANAİK	HUSBAND	SHOK KUMAR DAS	FEMALE	57		General	FIRST PARTY/SELF	NO	YES	PLOT NO - 1071/15, JAGMOHAN NAGAR, P - KHANDAGIRI, DIST - KHURDA

SECOND PARTY DETAILS

Name	Relation	Relation's Name	Gender	Age	Profession	Caste	Interest/Type	Presenter	Signed	Present Address
SOUNIK KAJAL KUMAR DASH ASST MANAGER ADMIN MS FALCON REAL ESTATE PVT LTD				32		GENERAL	SECONDPARTY/INSTITUTION			A/22, 1ST FLOOR, FALCON HOUSE, CUTTACK ROAD, BBSR, DIST - KHURDA
Representative Name			Institution Name			Representative Address			Representative Designation	
SOUNIK KAJAL KUMAR DASH ASST MANAGER ADMIN MS FALCON REAL ESTATE PVT LTD			MS FALCON REAL ESTATE PV LTD			A/22, 1ST FLOOR, FALCON HOUSE, CUTTACK ROAD, BBSR, DIST - KHURDA			ASST MANAGER	

IDENTIFIER DETAILS

Name	Father/Husband's Name	Address	Gender	Age	Profession	ID Proof
BHARATENDU RAY		BBSR, DIST - KHURDA	MALE	0	Others	0
ASD	ASDF		MALE	0	Cultivation	0

PROPERTY DETAILS

District	Village/Mouja-Thana	Khata	Plot	Area	Kisam Type	Market Value	Sabak Khata No.	Sabak Plot No.
KHURDA	DUMUDUMA-4	432/2128	500	0.351 Acre (351 Decimal)	GHARABARI	21060000	Not Available	Not Available
East	West	North	South	Property Transaction Details				
NA	NA	NA	NA	AGREEMENT AREA AC. 0.351 DEC, FULL PLOT.				

The total transacted area is: 0.351 acre(s).

APPLICATION ID CREATED BY : DILLIP KAR
 DOCUMENT ENTERED BY : MALAY RANJAN SAHOO

For Falcon Real Estate (P) Ltd.

Sounik Kajal Kumar Dash

Authorised Signatory



RECEIPT UNDER SECTION 52 CLAUSE (B) (Duplicate)

Registration Office : KHANDAGIRI

Year : 2022

Application id: 1132204727

Book No : 1

Executant Name

Presenter Name

Claimant Name

SANGHAMITRA SWAIN ALIAS RAY

SANGHAMITRA SWAIN ALIAS RAY

SOUNIK KAJAL KUMAR DASH ASST
MANAGER ADMIN MS FALCON REAL
ESTATE PVT LTD

has been authorised to receive the document.

Total Registration Fees Paid :

422120

Signature of the Presentant

A(10) :

421200

Incidental Fee Details

User Charges :

880

Expected date of return of document :

13-Apr-2022

Date: 13-Apr-2022

Signature of the Registering Officer

Date: *Sanghamitra Swain @ Ray*
Signature of the Receiver



RECEIPT UNDER SECTION 52 CLAUSE (B) (Triplicate)

Registration Office : KHANDAGIRI

Year : 2022

Application id: 1132204727

Book No : 1

Executant Name

Presenter Name

Claimant Name

SANGHAMITRA SWAIN ALIAS RAY

SANGHAMITRA SWAIN ALIAS RAY

SOUNIK KAJAL KUMAR DASH ASST
MANAGER ADMIN MS FALCON REAL
ESTATE PVT LTD

Total Registration Fees Paid :

422120

A(10) :

421200

Incidental Fee Details

User Charges :

880

Expected date of return of document :

13-Apr-2022

Date: 13-Apr-2022

Signature of the Registering Officer

Date: *Sanghamitra Swain @ Ray*
Signature of the Receiver

Terms & Conditions :

- The Presenter should deposit this receipt duly signed by him.
- Documents other than W.I.L. will be destroyed if not received within 2 years.
- If the document refused for registration, the registration fee shall be returned.

Back

For Falcon Real Estate (P) Ltd.
Sounik Kajal Kumar Dash
Authorised Signatory



Endorsement of the certificate of admissibility

Admissible under rule 25: duly stamped under the Indian stamp (Orissa Amendment act 1 of 2008) Act 1899, Schedule 1-A No. 48(g) Fees Paid : A18(iii) & A(1)-290 ,, User Charges-250 ,Total 540

Date: 13/04/2022

Signature of Registering officer

Endorsement under section 52

Presented for registration in the office of the Sub-Registrar **Sub-Registrar KHANDAGIRI** between the hours of 10:00 AM and 1:30 PM on the **13/04/2022** by **SANGHAMITRA SWAIN ALIAS RAY**, son/daughter/wife of **BHARATENDU RAY**, of **UDAYPATHA, NAYAGARH**, by caste **General**, profession **Others** and finger prints affixed.

Sanghamitra Swain @ Ray

Signature of Presenter / Date: 13/04/2022

Signature of Registering officer.

Endorsement under section 58

Execution is admitted by :

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
SANGHAMITRA SWAIN ALIAS RAY		 315288599	<i>Sanghamitra Swain @ Ray</i>	13-Apr-2022
USHARANI PATTANAİK		 315288600	<i>Usharani Pattanaik</i>	13-Apr-2022
SOUNIK KAJAL KUMAR DASH ASST MANAGER ADMIN MS FALCON REAL ESTATE PVT LTD		 243175259	<i>Soumik Kajal Kumar Dash</i>	13-Apr-2022

Identified by **BHARATENDU RAY** Son/Wife of **N/A** of **BBSR, DIST -KHURDA** by profession **Others**

Name	Photo	Thumb Impression	Signature	Date of Admission of Execution
BHARATENDU RAY		 42271309	<i>Bharatendu Ray</i>	13-Apr-2022

For Falcon Real Estate (P) Ltd
Soumik Kajal Kumar Dash

Authorized Signatory

Date: 13/04/2022

Signature of Registering officer

Endorsement of certificate of registration under section 60

Registered and true copy filed in : Office of the Sub-Registrar, KHANDAGIRI

Book Number : 1 || Volume Number : 86

Document Number : 11132204422

For the year : 2022

Seal :

Date: 13/04/2022

Signature of Registering officer

For Falcon Real Estate (P) Ltd.

Souvik Kajal Kumar Das
Authorised Signatory

