

This Sale Deed is made on day of at Ranchi.

BY AND BETWEEN

M/S. LANDMARK DEVELOPERS AND PROMOTERS

A Partnership Firm having its registered office at Ground floor, Laxmi Niketan, Radium Road, by Lane, Near Sushila Niketan, Radium Road, Ranchi, Jharkhand - 834001 through its Partners **(1) Mayank Siddhartha** Date of Birth - 03.05.1988, son of Shri Anup Kumar Gupta, Grandson of Sri Bajrang Lal Gupta, by Caste - Banya, by Occupation - Business, resident Gupta Niwas, Nil Ratan Street, Upper Bazar, Ranchi, Jharkhand - 834001, **(2) Rita Gupta** Date of Birth - 23.04.1965, wife of Shri Anup Kumar Gupta, daughter of Late Shri Tribhuwan Prasad Shaw, Grand Daughter of Late shri Mathura Prasad, Resident of Gupta Niwas, Nil Ratan Street, Upper Bazar, Ranchi, Jharkhand - 834001, hereinafter referred to as the **Developer**, Firm PAN - **AAHFL0978P** which term or expression shall, unless excluded by or repugnant to the subject or context below, mean and include his respective heirs, successors, legal representatives, executors, administrators and assigns) of the **FIRST PART**.

AND

Mr., aged about yrs,

S/o Mr.

R/o-, Ranchi, Jharkhand.

By Prof: Service, By Caste: Hindu (Non SC/ST), PAN:

Hereinafter called and/or referred to as the **ALLOTTEE/ PURCHASERS**" (which terms or expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successor or successor-in-interest and assignees) of **SECOND PART**.

For LANDMARK DEVELOPERS
& PROMOTERS

Mayank Siddhartha

Partner

WHEREAS:

M/S. LANDMARK DEVELOPERS AND PROMOTERS

A Partnership Firm having its registered office at at Ground floor, Laxmi Niketan, Radium Road, by Lane, Near Sushila Niketan, Radium Road, Ranchi, Jharkhand - 834001 (hereinafter referred as "the Developer") entered into Development Agreement with landowners (1) **Lav Kumar** and (2) **Smt. Sunita Singh** for development of a Residential Building at Plot No. 1140, Sub Plot No. 1140/24 & Sub Plot No. 1140/22 under Khata No. 4, situated at Gutwa, P.S. Ratu, Revenue P.S. No. 138, (morefully described in the Schedule below and hereinafter referred as the Schedule Land).

WHEREAS the First Party entered into a Development Agreement with land owners (1) **Lav Kumar** and (2) **Smt. Sunita Singh** for development of a multistoried Residential Building over Plot No. 1140, Sub Plot No. 1140/24 & Sub Plot No. 1140/22 (morefully described in the Schedule below and hereinafter referred as the Schedule -A) keeping provision for transferable independent residential flats with facilities and provisions in common on terms and conditions detailed in the said Agreement, dt.01.07.2020.

AND WHEREAS "The Developer" on being authorized by the Land Owners prepared Building Plan for construction of Building over the projected land keeping provisions for covered area in different floors and setback/open space as common area, Parking and Green Space etc., which stood approved by the Ranchi Regional Development Authority (R.R.D.A) commenced construction of the project as per the terms and conditions of the Agreement with the land owners in the name and style of "LANDMARK ENCLAVE".

ANDWHEREAS in terms of the Deed of Mutual Understanding between the Land Owners and the Builder on dt.01.07.2020 the share of the Builder and the Land Owners are being identified specifically as described in the Schedule-A & B herein below.

ANDWHEREAS "The Allotee/ Purchaser" above named being fully satisfied with the clear title of the land owners and authority of the Developer agreed to purchase the **Flat No.....** (3BHK Flat) in the Second Floor in the said Project named "LANDMARK ENCLAVE".

**For LANDMARK DEVELOPERS
& PROMOTERS**

Mayank Singh

Partner

NOW THIS DEED WITNESSETH AS UNDER:

1. That, the consideration for sale of the above Flat is fixed at Rs...../- (Rupeesonly) which has to be paid as per the following schedule:
2. That, the First party agrees and undertake to complete the construction in all respect by 03rd June 2025; in the event of force major situations the construction period shall be extended further for six months.

“Force Majeure” shall mean any event or combination of events or circumstances beyond the control of the Firm which cannot (a) by the exercise of reasonable diligence, or b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the vendor’s ability to perform its obligations under this Agreement, which shall include but not be limited to:

- Act of God, i.e. fire, drought, flood, earthquake, epidemics (corona), natural disasters;
- Explosions or accidents air crashes and acts of terrorism;
- Strikes or lock outs, industrial dispute
- Non availability of cement, steel or other construction, material due to strikes of manufactures, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- War and hostilities of war, riots, bandh or civil commotion;
- The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any government authority that prevents or

For LANDMARK DEVELOPERS
& PROMOTERS

Mayankil Khatri

Partner

restricts a party from complying with any or all the terms and conditions as agreed in this Application.

- Any legislation, order or rule or regulation made or issued by the Govt., or any other authority or, if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals of the said building/ said project or if any matters issues relating to such approvals, permissions, notices, notifications by the competent authority(ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever.
 - Any event or circumstances analogues to the foregoing.
3. That, the First Party agree and undertake to execute the Regd. Sale Deed in favour of the Second Party at his instance after completion of the Flat in all respect and receipt of the entire sale consideration.
 4. That, the Second Party shall bear the expenses for the registration of the Sale deed along with legal expenses and other charges @1% of the Deed value and the appropriate statutory taxes.
 5. That, the Second Party at his/her own cost and expenses shall draw electric connection to the Schedule-B flat and pay the bill thereof.
 6. That, the First Party declare that they have not negotiated or agreed nor shall negotiate or agree with any other Party for sale of the "Schedule- B" Flat in any condition other than with the Second Party.
 7. The Second Party herewith agrees that in the event of cancellation this agreement from his side, the First Party shall be at liberty to deduct 20% of the amount so deposited as administrative charges and refund the balance amount within six months from the date of cancellation.
 8. That, it is further agreed that the sale deed shall be registered before the Registration Authorities at the cost of the Second Party through the common Advocate nominated by the Developer.
 9. That, all terms and conditions of the agreement with the First Party and the Land Owners shall be applicable to the schedule Flat and the same shall be binding on the parties.

For LANDMARK DEVELOPERS
& PROMOTERS

Mayank Kishore

Partner

10. That, the First Party agree and undertake to use standard building materials and statutory fittings in construction of "LANDMARK ENCLAVE". In the event the Purchaser/ Second Party shall desire to have any specific fittings and internal modifications, then the Developer/ First Party shall execute such instructions at additional cost and charges that shall be amicably settled between the parties.
11. That, in the event of any dispute arising out of this agreement shall be resolved by way of Arbitration within the jurisdiction of Ranchi.
12. That, the expression the First Party and Second Party shall mean and express their respective heirs and successors, agents, representatives and assignees.

SCHEDULE-A

All that piece and parcel of land measuring 10 Decimals + 10 Decimals total 20 decimals bearing R.S. Plot No. 1140, Sub Plot No. 1140/24 & Sub Plot No. 1140/22 under Khata No. 4, situated at Gutwa, P.S. Ratu, Revenue P.S. No. 138, District - Ranchi and bounded as follows :-

- North :- 20 feet wide Road
- South:- R.S. Plot No. 1140 Part
- East :- R.S. Plot No. 1156 & 1143
- West :- 20 feet wide Road

For LANDMARK DEVELOPER
& PROMOTERS

Mayankidharta

Partner

SCHEDULE-B

ALL THAT " Flat No. " " in the Second Floor of the building named "**LANDMARK ENCLAVE**" total measuring about Sqft. (super Built-up) together with proportionate share of the land being part of the said premises mentioned in the Schedule-A herein above.

IN WITNESS WHEREOF the parties have hereunto set and subscribed their respective hands and seals, on the day, month and year first above written.

Witnesses

1.

By the Builder

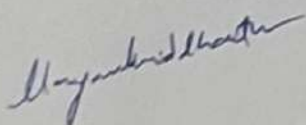
2.

By the Allottee/ Purchaser

Drafted by me, Typed to my dictation as per the instruction of the Parties; Readover and explained the contents to the Parties who admitted the same to be true and signed.

ADVOCATE

For LANDMARK DEVELOPERS
& PROMOTERS



Partner