

AGREEMENT FOR SALE/BUILDER BUYER AGREEMENT

This Agreement for Sale/Builder Buyer Agreement ("Agreement") executed on this (Date) day of (Month), 20,

By and Between

LANDMARK REALITY AND DEVELOPERS, a Proprietorship Firm, having its registered office at KF 111 A, Kavi Nagar, Ghaziabad, Uttar Pradesh. PIN – 201002. Hereinafter referred to as Promoter which term or expression shall unless excluded by or there be something repugnant to the subject or context be deemed to mean and include the assigns for the time being of the said Promoter and their successors and/or successors-in-office, acting through its authorized signatory Mr. Naman Arora duly authorized by the document Dated 06.11.2024 of the Company having RERA Registration No. _____ of the First Part;

AND [If the Allottee is a Company]

(CIN No. _____) a Company incorporated under the provisions of the companies Act, [1956 or 2013, as the case may be], having its registered office at , through its Authorised Signatory _____ (Adhar No.) duly authorized vide board resolution dated , hereinafter Referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns).

[OR]

[If the Allottee is a Partnership Firm]

, a partnership firm registered under the Indian partnership Act, 1932, having its principal place of business at , (PAN), represented by its authorized partner, _____, (Aadhar No. _____) authorized vide , hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include the partners or partner for the time being of the said firm, the survivor or survivors of them and their heirs, executors and administrators of the last surviving partner and his/her/their assigns).

[OR]

[If the Allottee is an Individual]

Mr. / Ms., (Aadhar No. _____) son/daughter of , aged about

, residing at , (PAN _____), hereinafter called the “**Allottee**” (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 assigns).

[If the Allottee is a Co – Allottee]

Mr. / Ms., (Aadhar No. _____) son/daughter of , aged about _____, residing at , (PAN _____), hereinafter called the “**Allottee(s)**” (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 assigns).

“In case of single Allottee be read as Allottee and in case of more than one Allottee be read as Allottee(s).

[OR]

[If the Allottee is a HUF]

Mr., (Aadhar No. _____) son of _____ aged about _____ For self and as the karta of the Hindu Joint Mitakshara Family known as _____ HUF, having its place of business /residence at _____, (PAN _____), hereinafter referred to as the “**Allottee**” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and the members or member for the time being of the said HUF, and their respective heirs, executors, administrators and permitted assigns).

[Please insert details of other Allottee(s), in case of more than one Allottee]

The Promoter and Allottee shall hereinafter collectively be referred to as the “**Parties**” and individually as a “**Party**”.

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires,-

- A. "**Act**" means the Real Estate (Regulation and Development) Act, 2016 (16 of 2016).
- B. "**Allottee**" shall mean the person(s) to whom the Shop/Commercial Space/Office has been allotted on sub lease and whose particulars are set out in this Agreement and who has appended his/her/their signature in acknowledgement of having agreed to the terms and conditions of this Agreement;
- C. "**Apartment (Unit)**" whether called block, chamber, dwelling unit, flat, office, showroom,shop,godown,premises,suit,tenement,unitorbyanyothername,means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as

residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified.

- D. "**Authority**" means Uttar Pradesh Real Estate Regulatory Authority.
- E. "**Government**" means the Government of Uttar Pradesh.
- F. "**Rules**" means the Real Estate (Regulation and Development) (Amendment) Rules, 2016 as amended from time to time.
- G. "**Regulations**" mean the Regulations made under the Real Estate (Regulation and Development Act, 2016.
- H. "**Section**" means a section of the Act.

WHEREAS the project named as Darshna Enclave - 1 is being executed on Freehold Land situated at Plot No. – Khasra No. 87,88,89,96/2 Village – Piplabanpur, Tehsil Dhaulana, Hapur, Uttar Pradesh. admeasuring 12180 & 1640 Sq. Mtrs. Approved by Hapur Pilakhua Development Authority to the Promoter.

And that the Promoter is fully Competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which project is to be constructed have been completed.

That the Hapur Pilakhua Development Authority (HPDA) has granted the permissions and approvals, more specifically the building plan dated **16.10.2024** bearing no. HPDA/LD/24-25/0133.

WHEREAS the Project comprises of Residential Dwelling units with various facilities as specified in this Agreement for Sale.

The Promoter has thus obtained the layout plan, sanctioned plan, specifications and all necessary approvals for the project and also for the Apartment / Unit, or building as the case may be, Hapur Pilakhua Development Authority (HPDA). The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;

That the Promoter has registered the Project under the provisions of the Act with the Uttar Pradesh Real Estate Regulatory Authority at Lucknow under UP RERA registration No. _____;

That the Allottee after fully satisfying himself/herself/themselves in respect to the final layout plan, sanctioned plan, specifications and approvals for the Project as approved by the competent authority and about the status/right/title/interest of the Promoter over the land on

which the said Project is being developed/constructed had applied for an Apartment / Unit in the Project vide application dated _____ and has been allotted Apartment / Unit No. _____ having carpet area of _____ square meters (..... square feet), type _____, on _____ floor in [tower/block/building] No. _____ (“Building”) along with pro rata share in Common Area (“Common Areas”) as defined under clause (d) of Rule 2 (1) of U.P. Real Estate (Regulation & Development) Rules, 2016” and deed of declaration submitted before the concerned Authority (hereinafter referred to as the “Apartment / Unit”)

That the parties have gone through all the terms and conditions set out in this agreement and understood the mutual rights and obligations detailed herein; that the Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project; that the Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter; that in accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment / Unit.

The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the Project;

The Allottee understood that the rights of the Allottee are restricted up to the rights granted to promoter under Lease Deed and Promoter is neither advertising nor declaring, promising any rights contrary to the rights of the as granted to promoter and allottees will always be bound with the terms and conditions as mentioned in aforesaid Lease deed.

The Allottee including but not limited to have verified the complete due diligence, visited the site, gone through all the terms and conditions set out in LEASE Deed terms agreed between Promoter & HPDA, Plans, specifications and this Agreement.

That this agreement is subject to the terms and conditions detailed hereinafter and shall prevail over all other terms and condition given in our brochures, price list, application form and any other sale document. This cancels all previous documents issued against this allotment. Agreement Reference No. - _____ to be referred in all future communications.

NOW THIS AGEEMENT WITNESSETH AS UNDER:

1. That both the parties confirm that they have read and understood the provisions of section-14 of the Act.
2. That The Total price for the Apartment / Unit based on the carpet area is Rs. _____ (Rupees _____ only (“Total Price”) (Including GST – The current rate of GST - _____ % has been taken for calculation).

Block/Building No. _____

Apartment / Unit No _____

Type _____

Floor _____

Carpet Area _____

Total Area - -----

Total Price (In Rupees)

Price for Garage / Covered Parking – 1

Price for Garage / Covered Parking – 2

Total Price (In Rupees)

- (i) That the Total Price above includes the booking amount paid by the Allottee to the Promoter towards the Apartment / Unit;
- (ii) That the Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of GST and other taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) up to the date of handing over the possession of the Apartment / Unit to the Allottee and the Project to the Association of Allottees or the Competent Authority, as the case may be, after obtaining the completion certificate:

Provided that in case there is any change/modification in the taxes, the subsequent amount payable by the Allottee to the Promoter shall be increased/reduced based on such change/modification:

The GST above has been charged as per the current tariff however the GST on future payments shall be charged as per the prevailing tariff at the time of payments.

The Promoter may periodically intimate in writing to the Allottee, the amount payable as stated in (i) above alongwith other charges and the Allottee shall make payment demanded by the Promoter within the time and in the manner specified therein. The Allottee agrees that time is the essence in respect of all payments to be paid by the Allottee including the total price and all other amounts, charges, dues as mentioned in this Agreement. No separate letter for payment of installments on the due dates will be issued. It will be obligatory on the part of the Allottee(s) to make the payment on or

before the due dates. In addition, the Promoter shall provide to the Allottee the details of the taxes paid or demanded along with the acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

- (iii) The Total Price of Apartment / Unit includes recovery of price of land, construction of not only the Apartment / Unit but also the Common Areas, Internal Development Charges (IDC), External Development Charges (EDC), taxes, cost of providing electric wiring, electrical connectivity to the Apartment / Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the Common Areas and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment / Unit and the Project.
3. That the Total Price is **escalation-free**, save and except increases which the Allottee hereby agrees to pay, due to increase on account of development fee payable to the Competent Authority and/or any other increase in charges which may be levied or imposed by the Competent Authority from time to time.
 4. That the Allottee(s) shall make the payment as per the Payment Plan as set out at Annexure – A of this document.
 5. That It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein in respect of the Apartment / Unit without the previous written consent of the Allottee as per the provisions of the Act; Provided that the Promoter may make such minor additions or alterations as per the provisions of the Act. It is agreed that, for the purpose of this clause, the term ‘minor additions/alterations’ shall exclude (i) structural change including an addition to the area or change in height (ii) the removal of part of a building in which the Shop/Commercial Space/Office is located (iii) any change to the structure, such as the construction or removal or cutting into of any wall or a part of a wall, partition, column, beam, joist, floor including a mezzanine floor or other support (iv) change to or closing of any required means of access ingress or egress and (v) change to the fixtures or equipment etc.

It is agreed that, if there is any other alteration or additions in the sanctioned plans, layout plans and specifications of the buildings or the common areas within the Project, the Promoter shall obtain the previous written consent of at least 2/3rd of the Allottees in the Project who have agreed to take Shop/Commercial Space/Office in the Project before undertaking any change.

6. That the Promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the completion certificate/occupancy certificate is granted by the Competent Authority, by furnishing

details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by Allottee. If there is any increase in the carpet area which is not more than 3% (Three Percentage) of the Carpet Area of the said Apartment / Unit, allotted to the Allottee, the Promoter will demand that from the Allottee. All these monetary adjustments shall be made at the same rate per Sq. Mtr. / Sq. Ft. as agreed in this Agreement.

However it is agreed and understood by and between the Allottee(s) and the Promoter that the Carpet Area taken herein as per the sanctioned plan of the project is of the bare flat i.e. Brick to Brick measurement. As per the normal procedures of the construction, the plastering and any other layer of pinning shall be quoted on the bare walls of the apartment / unit to give it a final finish.

- (i) That the Allottee shall have exclusive ownership of the Apartment / Unit.
- (ii) That the Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of Allottee in the Common Areas is undivided and cannot be divided or separated, the Allottee shall use the common areas along with other occupants, maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall hand over the Common Areas to the Association of the Allottees after duly obtaining the completion certificate from the Competent Authority.

7. That it is made clear by the Promoter and the Allottee agrees that the Apartment / Unit shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project. It is clarified that Project's facilities and amenities other than declared as independent areas in deed of declaration shall be available only for use and enjoyment of the Allottees of the Project.

8. That the Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment / Unit to the Allottees, which it has collected from the Allottees, for the payment of outgoings (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to Competent Authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the Apartment / Unit to the Allottees, the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings and penal charges, if any, to the Authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefor by such Authority or person.

9. That the Allottee has paid a sum of Rs.(Rupees only) as booking amount being part

payment towards the Total Price of the Apartment / Unit at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment / Unit as prescribed in the Payment Plan as may be demanded by the Promoter within the time and in the manner specified therein: Provided that if the Allottee delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the rules.

Transfer Charges: The Allottee(s) cannot transfer the allotment in favour of a third party till date of possession from the date of execution of this Agreement. The Promoter at its sole discretion may allow first transfer of the allotment free of cost. However in case of First Transfer or any subsequent transfer the same shall be permissible subject to written approval by the Promoter who may at its sole discretion permit the same on payment of transfer charges of Rs. 250/- per sq. ft. of Carpet Area subject to Applicable Laws and notifications/ directions of any Authority. The Allottee shall be solely responsible and liable for all legal, monetary or any other consequences that may arise from such nominations. Any such transfer or nomination shall be subject to rectification of any breach of this Application by the Allottee, payment of all dues payable to the Company in terms hereof until the date of transfer along with payment of Statutory Charges for the transfer, as applicable, and execution of necessary documentation by the Applicant in the standard format(s) of the Promoter. The sale consideration and the terms and conditions for the above said transfer between the transferor (to whom the Promoter had allotted) and the transferee shall be settled between them. The Promoter shall act as a facilitator not being financially benefitted and as such not liable for any consequences of such transfer. The Promoter shall always have a first right to buy back the said Apartment/Unit/Shop/CommercialSpace/Office at the declared sale value. In case the Allottee has secured any finance/ loan against the Apartment/Unit/Shop/Commercial Space/Office from any financial institution/bank, a 'no objection certificate' of the financial institution/ bank will be a prerequisite for such transfer.

10. That subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment Plan hereunder through A/c Payee cheque /demand draft/bankers cheque or online payment (as applicable) in favour of "Landmark Realty & Developers" payable at Ghaziabad / NOIDA.

That For all payments, the date of clearance of the cheque shall be taken as the date of payment. A cheque which is dishonored for any reason whatsoever will call for an administrative handling charge of Rs. _____/- exclusive of the bank charges

levied on the Promoter which shall be borne and paid by the Allottee(s). It is to be further clarified that the claiming of administrative handling charge of Rs. _____/- by the Promoter as mentioned hereinabove shall not bar the Promoter from exercising any other rights that may be available to the Promoter under this Agreement or under the law.

- 11.** That the Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made thereunder or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc. and provide the Promoter with such permission, approvals which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security. If provided in terms of the Agreement shall be made in accordance with the provisions of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India; he/she may be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable, as amended from time to time.
- 12.** That the Promoter accepts no responsibility in regard to matters specified in Para 11 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoter immediately and comply with necessary formalities, if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of any Allottee and the Allottee shall remain solely and absolutely responsible for ensuring and making all the payments due. Such third party shall not have any right whatsoever in the said Apartment/Unit/Shop/Commercial Space/Office even if any payment has been made by such third party. The Allottee shall remain solely, absolutely and directly responsible for any third party payment that the Promoter may receive against the said Apartment/Unit/Shop/Commercial Space/Office. The Promoter is not privy to any understanding between the Allottee and the third party making payment on behalf of the Allottee and the Allottee shall be responsible for all compliance with Applicable Laws in this regard. Notwithstanding the source of any payment, the Promoter shall issue the payment receipts only in favour of the Allottee even in the case of any bank/financial institution or company with whom a tripartite agreement has been separately executed for financing any payment for the said

Apartment/Unit/Shop/Commercial Space/Office. Any delay, shortfall in or denial of any payment to the Promoter shall be to the risk and consequences of the Allottee in terms hereof. In addition, the Promoter shall not be liable, responsible or accountable to any bank, financial institution for the refund of any monies advanced on behalf of the Allottee and the responsibility of the Promoter under any such tripartite agreement shall, subject to performance of the terms hereof by the Allottee, be limited to facilitating the concerned bank/financial institution to take the original executed Sub-Lease Deed. The Allottee shall be responsible and liable for making all payments to the persons whom he/she/they has/have borrowed the money and shall indemnify and keep indemnified against all claims made against the Promoter or the Apartment/Unit/Shop/Commercial Space/Office by such persons.

13. That the Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) of dues against lawful outstanding of the Allottee against the Apartment / Unit, if any, in his/her name and the Allottee undertakes not to object/demand/direct the Promoter to adjust his payments in any other manner.
14. That the Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment / Unit to the Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be. Similarly, the Allottee shall make timely Payments of the installment and other dues Payable by him/her and meeting the other obligations under this Agreement subject to the simultaneous completion of construction by the Promoter as Provided in Payment Plan.
15. That the Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment / Unit and accepted the floor plan, payment plan and the specifications, amenities and facilities [annexed along with this Agreement] which has been approved by the Competent Authority, as represented by the Promoter.

The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the Competent Authorities and shall also strictly abide by the bye-laws, FAR and density norms and provisions prescribed by the Hapur Pilakhua Development Authority (GNIDA) and shall not have an option to make any variation /alteration/modification in such plans, other than in the manner provided under the Act.

16. That the Promoter agrees and understands that timely delivery of possession of the Apartment / Unit to the Allottee and the Common Areas to the Association of Allottees

or the Competent Authority, as the case may be, is the essence of the Agreement. The Promoter assures to hand over possession of the Apartment / Unit along with ready and complete Common Areas with all specifications, amenities and facilities of the Project in place on _____, unless there is change in plan and approved by Authority, delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of the Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment / Unit:

It is hereby agreed that if the Promoter is unable to construct/ continue or complete the construction of the Project or any part thereof, due to any governmental/ regulatory authority's action / Court Order, provided the same is not due to the fault of the Promoter, then the Promoter may, at its own discretion, challenge the same by moving the appropriate courts, tribunal(s) and / or relevant authority. In such a situation, the amounts paid by the Allottee(s) shall continue to remain with the Promoter and without bearing any interest and the Allottee(s) may choose to become a party in such legal proceedings. The decision of the courts, tribunal(s) and / or relevant authority shall be binding on the Allottee(s) as well.

Provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated.

In case the possession of the Apartment / Unit is not delivered by the Promoter as mentioned herein above the Promoter shall pay to the allottee(s) a compensation for the period of such delay till the date of the Completion Certificate / Occupancy Certificate. The said compensation shall be paid at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1%.

- 17.** That the Promoter, upon obtaining the completion certificate/occupancy certificate (as applicable) from the Competent Authority shall offer in writing the possession of the Apartment / Unit, to the Allottee in terms of this Agreement to be taken within two months from the date of issue of completion certificate/occupancy certificate (as applicable):

The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee, after taking possession, agrees to pay the maintenance charges

as determined by the Promoter/it nominated Maintenance Agency / Association of Allottees, as the case may be after the issuance of the completion certificate/occupancy certificate (as applicable) for the Project.

It will be the duty of the Promoter to maintain those common areas and facilities which are not complete and handover all the common areas and facilities to the RWA once all phases are completed.

The Promoter may apply for separate meter connection for each Apartment / Unit with the concerned authorities and the charges for which are excluded in the total sale price.

- 18.** That Upon receiving a written intimation from the Promoter as per Para 17, the Allottee shall take possession of the Apartment / Unit from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give possession of the Apartment / Unit to the Allottee. In case the Allottee fails to take possession within the time provided in para 17, such Allottee shall be liable to pay to the Promoter holding charges at the rate of Rs. 15 Per Sq. Ft. Per Month of carpet area for the period beyond 3 months till actual date of possession in addition to maintenance charges as specified in para 17.
- 19.** That after obtaining the completion certificate/occupancy certificate (as applicable) and handing over physical possession of the Apartment / Unit to the Allottees, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including Common Areas, to the Association of Allottees or the Competent Authority, as the case may be, as per the Applicable Law.
- 20.** That the Allottee shall have the right to cancel/withdraw his allotment in the Project as provided in the Act.
 Provided that where the Allottee proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment (i.e. 10% of the total cost). The Promoter shall return 50% (fifty percent) of the balance amount of money paid by the allottee within 45 (forty five) days of such cancellation/withdrawal and the remaining 50% (fifty percent) of the balance amount on re-allotment of the Apartment / Unit/ or at the end of one year from the date of cancellation/withdrawal by the allottee, whichever is earlier.
- 21.** That the Promoter shall compensate the Allottee in case of any loss caused to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for interest and compensation under this provision shall not be barred by limitation provided under any

law for the time being in force.

22. That the Promoter hereby represents and warrants to the Allottee as follows:

- a) That the Promoter has absolute, clear and marketable title with respect to the said Land in accordance of the Leased Deed executed with GNIDA on dated 06/08/2010 and 13/10/10; the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- b) That the Promoter has lawful rights and requisite approvals from the Competent Authorities to carry out development of the Project;
- c) That there are no encumbrances upon the said Land or the Project;
- d) That there are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Apartment / Unit;
- e) That all approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Apartment / Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all Applicable Law in relation to the Project, said Land, Building and Apartment / Unit and Common Areas;
- f) That the Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee created herein, may prejudicially be affected;
- g) That the Promoter has not entered into any agreement for sale/lease and/or development agreement or any other agreement/arrangement with any person or party with respect to the said Land, including the Project and the said Apartment / Unit which shall, in any manner, affect the rights of Allottee under this Agreement;
- h) That the Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment / Unit to the Allottee in the manner contemplated in this Agreement;
- i) That at the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Apartment / Unit to the Allottee and the Common Areas to the Association of Allottees or the Competent Authority, as the case may be.
- j) That the Schedule Property is not the subject matter of any HUF and that no part thereof is owned by a and/or no minor has any right, title and claim over the Schedule Property;
- k) That the Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said project to the Competent

Authorities till the completion certificate/occupancy certificate (as applicable) has been issued and possession of Apartment / Unit, or building, as the case may be, along with Common Areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Association of Allottees or the Competent Authority, as the case may be;

- l) That no notice from the Government or any other local body or Authority or any legislative enactment, government ordinance, order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land.

23. That subject to the Force Majeure clause, the Promoter shall be considered under a condition of Default, in the following events:

- (i) That Promoter fails to provide ready to move in possession of the Apartment / Unit to the Allottee within the time period specified in Para 16 or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this Para, 'ready to move in possession' shall mean that the Apartment / Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the Competent Authority;
- (ii) That discontinuance of the Promoter's business as a Promoter on account of suspension or revocation of his registration under the provisions of the Act or the Rules or Regulations made thereunder.

24. That in case of Default by Promoter under the conditions listed above a non-defaulting Allottee is entitled to the following:

- (i) That stops making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation by completing the construction milestones and only thereafter the Allottee be required to make the next payment without any interest; or
- (ii) That the Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment / Unit, along with interest at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the Rules within forty-five days of receiving the termination notice: Provided that where an Allottee does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest at the rate prescribed above for every month of delay till the handing over of the possession of the [Apartment / Unit], which shall be paid by the

Promoter to the Allottee within forty-five days of it becoming due.

25. That the Allottee shall be considered under a condition of Default, on the occurrence of the following events:
- (i) That in case the Allottee fails to make payments for 2 (two) consecutive demands made by the Promoter as per the Payment Plan, despite having been issued notice in that regard the Allottee shall be liable to pay interest to the Promoter on the unpaid amount at the rate equal to MCLR (Marginal Cost of Lending Rate) on home loan of State Bank of India +1% unless provided otherwise under the rules.
 - (ii) That in case of Default by Allottee under the condition listed above continues for a period beyond 3 (three) consecutive months after notice from the Promoter in this regard, the Promoter may cancel the Apartment / Unit in favour of the Allottee and refund the money paid to him by the Allottee by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated. Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.
26. That on receipt of Total Price of the Apartment / Unit as per Agreement from the Allottee(s) the Promoter and GNIDA shall execute the Sub – Lease Deed and convey the title of the Apartment / Unit together with proportionate indivisible share in the Common Areas. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the allottee.
27. That the Promoter / its nominated Maintenance Agency shall be responsible to Provide and maintain essential services in the Project till the taking over of the maintenance of the Project by the Association of Allottees upon the issuance of the completion certificate of the project. The cost of such maintenance shall be paid by the allottee in advance for next 1 (one) year from the date of completion certificate. However, if the Association of Allottees is not formed within 1 year of the issuance of completion certificate the Promoter / its nominated Maintenance Agency will be entitled to collect from the allottees the maintenance amount as decided/fixed from time to time by Promoter / its nominated Maintenance Agency and the same shall be payable by the allottee to the Promoter / its nominated Maintenance Agency.

It is hereby agreed and understood by and between the Promoter and the Allottee(s) that the allottee at the time of the offer of possession shall pay to the Promoter an amount of Rs. _____ towards the Interest Free Maintenance Security (IFMS).

The Promoter / Its nominated Maintenance Agency shall be entitled to recover the Maintenance charges if not paid by the Allottee(s) from the IFMS amount deposited by the Allottee(s). The Promoter shall also be entitled to utilize said IFMS amount in case of any major breakdown or the replacement of any capital item, till the time the project is handed over to the Association of Allottee(s) (AOA) / Competent Authority, however the balance remaining in the account of IFMS at the time of the handover of the project to the AOA or any other Competent Authority shall also be transferred.

28. That it is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per the agreement for sale relating to such development is brought to the notice of the Promoter within a period of 5 (five) years by the Allottee from the date of handing over possession or the date of obligation of the Promoter to give possession to the allottee, whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge.
29. That the Promoter/maintenance agency /Association of Allottees shall have rights of unrestricted access of all Common Areas, covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the Association of Allottees and/or maintenance agency to enter into the Apartment / Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.
30. That services areas in the project shall be earmarked and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee shall not be permitted to use the services areas & basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for use by the Association of Allottees formed by the Allottees for rendering services/maintenance.
31. That the Allottee shall, after taking possession, be solely responsible to maintain and repair the Apartment / Unit at his/her own cost to keep the Apartment / Unit in good condition, and shall not do or suffer to be done anything in or to the Building, or the Apartment / Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any Authority or change or alter or make additions to the Apartment / Unit and keep

the Apartment / Unit, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenable condition, repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Building is not in any way damaged or jeopardized.

- 32.** That The Allottee(s) shall not subdivide the Apartment / Unit in any manner, demolish, make or cause to be made any additions or alterations or unauthorized constructions of whatsoever nature to the said Apartment / Unit or any part thereof, and shall not chisel/drill or in any other manner cause damage to columns, beams, walls, slabs or R.C.C. or other structural support. Further, no damage to the Building would be caused in any manner and all consideration of safety, firefighting systems will have to be observed/ maintained.

That the Allottee further undertakes, assures and guarantees that he/she would not put any fixtures and fittings including but not limited to Air conditioners / coolers etc. sign-board/name- plate, neon light, publicity material or advertisement material etc. on the face/facade of the Building or anywhere on the exterior of the Project, buildings therein or Common Areas except in the way / size in which he / she is permitted by the Promoter. The Allottee(s) shall also maintain the standards and uniformity in this regard. The Allottees shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the Allottee shall not store any hazardous or combustible goods in the Apartment / Unit or place any heavy material in the common passages or staircase of the Building. The Allottee shall also not remove any wall, including the outer and load bearing wall of the Apartment / Unit.

The Allottee hereby agrees and confirms to indemnify the Promoter against any penal action and liability, damage, loss, claim, demand etc. due to misuse of the said Space for which the Allottee of the Space shall be solely liable and responsible, without any recourse to the Promoter.

The Allottee(s) shall not use or permit use of the said Space for any purpose other than as stated herein or otherwise for any illegal or unlawful purpose.

- 33.** That the Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and thereafter the Association of Allottees and/or maintenance agency appointed by Association of Allottees. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

- 34.** That the Parties are entering into this Agreement for the allotment of an Apartment / Unit with the full knowledge of all laws, rules, regulations, and notifications applicable to the Project.

That the Promoter undertakes that it has no right to make additions or to put up additional structure(s) anywhere in the Project after the building plan, layout plan, sanction plan and specifications, amenities and facilities has been approved by the Competent Authority(ies) and disclosed, except for as provided in the Act. However Promoter reserves the right to give on lease or hire any part of the top roof/terrace above the top floor for Installation and operation of antenna, satellite dishes, communication Towers, other Communication equipment or Wall Sign Board or any display medium etc to use/hire/lease the same for advertisement purpose and the allottee(s) shall not object to the same or make any kind of claim of whatsoever nature.

- 35.** That after the Promoter executes this Agreement it shall not mortgage or create a charge on the Apartment / Unit and if any such mortgage or charge is made or created to raise finance from any Bank / Financial Institution / Corporate Bodies and for this purpose if any Equitable Mortgage on construction or on the proposed built-up area is created in favor of one or more Financial Institutions, the Allottee(s) shall have no objection to it however notwithstanding the foregoing the Promoter shall ensure to have any such charge created, vacated on completion of the project before transfer / conveyance to the title of the unit to the allottee(s), however notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such Apartment / Unit.
- 36.** That the Promoter has assured the Allottees that the Project in its entirety is in accordance with the provisions of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. The Promoter is making compliance of various laws/regulations as applicable in the state of Uttar Pradesh.
- 37.** That forwarding this Agreement to the Allottee by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee until, firstly, the Allottee signs and delivers this Agreement with all the schedules along with the payments due as stipulated in the Payment Plan within 30 (thirty) days from the date of receipt by the Allottee. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee, then the Promoter shall serve a notice to the Allottee for rectifying this default in case even after the service of the said notice the allottee does not deliver

the executed agreement to the Promoter the Promoter shall have the right to cancel the said allotment and refund the amount (if any) after deducting 10% booking amount from the amount deposited by the Allottee(s).

38. That this Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Apartment / Unit, as the case may be.
39. That this Agreement may only be amended through written consent of the Parties.
40. That it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Apartment / Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment / Unit in case of a transfer, as the said obligations go along with the Apartment / Unit for all intents and purposes.
41. That the Promoter may, at its sole option and discretion, without prejudice to its rights as set out in this Agreement; waive the breach by the Allottee in not making payments as per the Payment Plan including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other Allottees.
42. That failure on the part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision.
43. That if any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other Applicable Laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the Applicable Laws as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.
44. That wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment / Unit bears to the total carpet area of all the Apartment / Units in the Project.

45. That both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
46. That the execution of this Agreement shall be complete only upon its execution by the Promoter through its authorized signatory at the Promoter's Office.
47. That all notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by Registered Post at their respective addresses specified below:

Name of Allottee
(Allottee Address)

M/s Promoter name
(Promoter Address)

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee, as the case may be.

48. That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottees.
49. That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act and the Rules and Regulations made there under including other Applicable Laws of India for the time being in force.
50. That all or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled, as the case may be, through the Authority or Adjudicating Officer appointed under the Act.

IN WITNESS WHEREOF parties hereinabove named have set their respective hands and signed this Agreement for Sale at (city/town name) in the presence of attesting witness, signing as such on the day first above written.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee: (including Co - Allottee)

- (1) Signature
- (2) Name
- (3) Address Photograph
- (4) Phone / Mobile _____
- (5) E-Mail id _____

- (1) Signature
- (2) Name Photograph
- (3) Address
- (4) Phone / Mobile _____
- (5) E-Mail id _____

Landmark Realty & Developers –Promoter

Signature (Authorized Signatory) Photograph

Name

Address

At on _____ in the presence of:

WITNESSES:

Signature

Name

Address

Signature

Name

Address

PAYMENT PLAN (ANNEXURE – A)

LAYOUT PLAN OF APARTMENT / UNIT TO BE PASTED

(As per Carpet Area)

SPECIFICATIONS OF THE APARTMENT / UNIT TO BE PASTED

Note: - Any bought out items provided to the Allottee with in the apartment as per the agreement, as has been purchased from the manufacturing companies therefore the defect liability of such items shall be on back to back basis and would be limited to the period as offered by its manufacturer.