AGREEMENT FOR SALE (SHOP)

THIS AGREEMENT FOR SALE ("AGREEMENT") HERE AT PUNE EXECUTED ON THIS ….. TH DAY OF …….. 2019

By and Between

M/S SHUBH LANDMARKS, Pan: **ADHFS3043H** a partnership firm registered under the Indian Partnership Act 1932, having its principal place of business at Mittal House, M-2 13/14, Nisarg Housing Society, Off Golf Course, Yerwada, Pune-411006, and having email address: crm@shubhdevelopers.com through its authorized partners:

1. Mr. Rajesh Satyanarayan Mittal Age 47 years, Occ.:- Business Aadhar No.592473184258
2. Mr. Shyamlal Patiram Goel Age 53 years, Occ.:- Business, Aadhar No.83110296264
3. Mr. Anuj Balkrishan Agarwal Age 28 years, Occ.:- Business, Aadhar No.919415342486
4. Mr. Rameshchand Sitaram Agarwal Age 62 years, Occ.:- Business, Aadhar No.418925492649
5. Mr. Kailash Ramkumar Agarwal Age 43 years, Occ.:-Business, Aadhar No.643783773558
6. Mr. Vishal Sumerchand Agarwal Age 30 years, Occ.:- Business, Aadhar No.405020810299
7. Mr. Suraj Sumerchand Agarwal Age 28 years, Occ.:- Business, Aadhar No.792622877521
8. Mr. Anand Hariram Bansal Age 52 years, Occ.:- Business, Aadhar No.789944126474
9. Mr. Anshul Anand Bansal Age 28 years, Occ.:- Business, Aadhar No.864319175192

… Hereinafter referred to as the "Promoters" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors in - interest, executors, administrators and permitted assignees, including those of the respective partners).

AND

1. MRS ----------Occupation:-

Aadhar no.:- ---------- , aged about --------- Years ,

Residing at----------

PAN:----------EmailAddress: ……

2. MR. ----------

Aadhar no. :- …….., aged about ……. Years Residing at:- ……**PAN**:- **……**

Email Address: ……..

…Herein after called the “Allottee” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her/ their heirs, executors, administrators, successors-in-interest and permitted assigns.

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

WHEREAS;

a. **WHEREAS** by Sale deed dated 21/07/2017 bearing registration no. 7143/2017, registered in the office of The Joint Sub Registrar Haveli No. 8, Pune executed between PARIJAT SAHAKARI GRUHARACHNA SANSTHA MARYADIT (REG. NO. PNA/PNA/ (4)/ HSG/ (TC) /1094/2003-2004); PARIJAT-1 SAHAKARI GRUHARACHNA SANSTHA MARYADIT (REG. NO. PNA/ PNA/ (4)/HSG/ (TC)/1095/2003-2004) AND PARIJAT-3 SAHAKARI GRUHARACHNA SANSTHA MARYADIT (REG. NO. PNA/PNA/(4)/ HSG/(TC)/1096 /2003-2004) all three co-operative housing societies registered under the provisions of Maharashtra Co-Operative Societies Act 1960 through their duly constituted attorney M/s Rohan Projects, a partnership firm through one of its partner Mr. Indrakumar Bhimraj Shah (Chhajed) having its registered office at 1, Modibaug, Ganesh Khind Road, Near Agricultural College, Shivaji Nagar, Pune-411016 of the One part (hereinafter referred to as " the Vendor") and the Promoter of the Other part, agreed with the Promoter for the absolute sale the Promoter an immovable property being piece or parcel of freehold land bearing Plot no. 1 admeasuring 7330 Sq. Mtrs. and plot no. 2 admeasuring 1500 sq. Mtrs. totally aggregating 8830 Sq. Mtrs. or there about out of the sanctioned layout approved by the collector Pune, Revenue Branch bearing outward No.PRH/NA/SR/300/08 made in respect of the contiguous block of land admeasuring hectares 13.62 ares bearing Sr. Nos. 227(part), 227/1 to 227/17 and which Sr. 227 is bearing corresponding CTS no. 218, all situate lying and being at village Lohegaon within the registration sub district Tal. Haveli, District Pune and within the limits of Pune Municipal Corporation more particularly described in the Schedule-I hereunder written (hereinafter referred to as “the project land”).

AND WHEREAS the Promoters are entitled and enjoined upon to construct buildings On the project land in accordance with the recitals herein above;

AND WHEREAS the Promoter has floated the ownership scheme on the said Land under the name and style of **SHUBH GATEWAY** hereinafter referred as “Said Project”, comprising of various buildings consisting of commercial Shops and residential flats.

AND WHEREAS the Promoter has completed all the legal formalities with respect to the right, title and interest in respect of the project land on which the said project is to be constructed. The promoter herein alone has sole and exclusive right to sell the Flats/Shops in the said project to be constructed by the Promoter on the project land and is fully competent to enter into agreement/s with the Allottee/s, of the s/Shops and to receive the sale price in respect thereof.

AND WHEREAS the Promoter has appointed M/s Cubix Architects and Associates, Mr. Imran Sheikh having License no. CA/2001/28514 as architect and M/s Structure Vision Consultants Pvt. Ltd. Mr. Aqueel Ur Rahman Sheikh having License No. P.M.C. License No. 155 as a structural engineer for the preparation of the structural design and drawings of the said project / buildings till the completion of the said project.

AND WHEREAS the Promoter has proposed to construct multistoried buildings having 4 Wings Namely Wing A, B, C and D along with 3 level Parking Floors.

AND WHEREAS the Allottee has offered to purchase a **Shop bearing number …. on the …… Floor, in "….." Wing** of the building called **"SHUBH GATEWAY"** (herein after referred to as the said **"Shop".**

AND WHEREAS the Allottee herein has demanded from the Promoter and the promoter has given inspection to the allottee/s, of all the documents of title relating to the said project described in the Schedule II hereunder written and also the plans, designs and specifications of the said buildings prepared by the Architect and of such other documents as specified under the Real Estate (Regulation and Development) Act, 2016 (hereinafter referred to as "The Said Act") and rules and regulations made there under. After the Allottee/s enquiry, the Promoter herein has requested to the Allottee/s to carry out independent search by appointing his/her/their own attorney/advocate and to ask any queries, he/she/they have regarding the marketable title and rights and authorities of the Promoter. The Allottee/s has/ have satisfied himself/herself/themselves in respect of marketable title and rights and authorities of the Promoter herein. That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer until the conveyance of the said building and the said land thereunder.

AND WHEREAS the authenticated copies of Certificate of title issued by the attorney at law or advocate of the Promoter, authenticated copies of Property card or extract of Village Forms VI and VII and XII or any other relevant revenue record showing the nature of the title of the Promoter to the project land on which the /Shop to be constructed have been annexed hereto and marked as Annexure 'A' and 'B', respectively.

AND WHEREAS the clear block plan showing the floor plan of the Wing and the said Shop, which is intended to be bought by the allotee/s are clearly demarcated and marked as Annexure C.

AND WHEREAS the Promoter has obtained revised Building commencement Certificate no. **CC/3125/18** dated **08/01/2019 and 1611/19** dated **16/10/2019**. Also, the promoter has not got the full sanction of the proposed building. The promoter proposes to revise the sanctioned plans multiple times to get the same sanctioned.

AND WHEREAS while sanctioning the said plans concerned local authority has laid down certain terms, conditions, stipulations and restrictions which are to be observed and performed by the Promoter while developing the project land and the said building and upon due observance and performance of which only the completion or occupancy certificate in respect of the said building/s shall be granted by the concerned local authority.

AND WHEREAS the Promoter has commenced construction/development of the project in compliance with rules, regulations and restrictions laid down by the concerned local authority.

AND WHEREAS the allottee has agreed to purchase the said Shop after going through all the conditions stated in the sanctioned plans by respective competent authorities and have further confirmed that all such conditions shall be bound and abided by the allottee strictly.

AND WHEREAS the allottee on confirmation of accepting all the conditions of sanctioned plans by competent authority, has further stated that if any condition that has been imposed on the said Wing/project which is contrary to the prevalent laws/rules/regulations under which sanctioned plans have been given shall be binding on the allottee and that the allottee shall not hold the developer responsible for the such contrary conditions.

AND WHEREAS the allottee has independently made himself aware about the specifications and common facilities provided by the promoter and he is aware of the limitations, usage policies and maintenance of the installed items, fixtures and fittings and the same have been enumerated in Schedule III mentioned hereunder.

AND WHEREAS, the Promoter has registered the said project under the provisions of the Real Estate (Regulation & Redevelopment) Act, 2016 with the Real Estate

Regulatory Authority under the registration no. **P52100018200** and the certificate of the same has been annexed and marked as Annexure D.

AND WHEREAS the Allottee has applied to purchase Shop in the said project vide application dated ……. **for Shop no. …….. having carpet area of ……. Sq. Mtrs. And loft …….. sq. mtrs on …….. floor in "….."Wing** ("Building") being constructed in the said project along with prorata share in the common areas ("Common Areas") as defined under clause (n) of Section 2 of the Act (hereinafter referred to as "the said /Shop".

AND WHEREAS relying upon the aforesaid application, the promoter has agreed to allot and sell to the Purchaser/s, the said Shop at the price and on the terms, conditions, covenants, stipulations and provisions hereinafter appearing.

AND WHEREAS the carpet area of the said **Shop is ……. Sq. Mtrs**. and "carpet area" means the net usable floor area of an Shop, excluding the area covered by the external walls, area under services shafts, exclusive Loft /balcony appurtenant to the said Shop for exclusive use of the Allottee or verandah area and exclusive open terrace area appurtenant to the said Shop for exclusive use of the Allottee, but includes the area covered by the internal partition walls of the /Shop.

AND WHEREAS, the Allottee/s prior to execution of these presents has paid to the Promoter a sum of **Rs ……../- (…… Only**), being part payment of the sale price of the Shop agreed to be sold by the Promoter to the Allottee/s as advance payment or deposit (the payment and receipt whereof the Promoter both hereby admit and acknowledge) and the Allottee/s has agreed to pay the remaining price of the Shop as prescribed in the "payment plan" mentioned in Schedule IV herein under.

SCHEDULE "IV"
PAYMENT PLAN

SR.NO.	STAGE OF CONSTRUCTION	PERCENTAGE OF PAYMENT	CUMULATIVE PERCENTAGE
1.	Completion of Footing	20%	Rs. 500000/-
2.	Completion of 1st Slab	10%	20%
3.	Completion of 2nd Slab	10%	30%
4.	Completion of 3rd Slab	10%	40%
5.	Completion of 4th Slab	10%	50%
6.	Completion of brickwork	10%	60%
7.	Completion of plaster	10%	70%
8.	Completion of Tiling	10%	80%
9.	Completion of Painting	5%	95%
10.	On Possession	5%	100%
	Total		

AND WHEREAS the Parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein; The Parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications, etc., applicable to the said project.

AND WHEREAS the Promoter in compliance of section 13(1) of the Real Estate (Regulation and Development) Act, 2016 is required to execute a written Agreement for sale of the said Shop in favour of the Allottee/s, being in fact these presents and also to register the said Agreement for sale under the Registration Act, 1908, the parties hereto are desirous to reduce in writing all the terms and conditions of this transaction and hence this presents. Notwithstanding anything stated in any other document/allotment/letter given or communicated with the allottee any time prior, this agreement shall be considered as the only document and its condition shall be read as the only conditions valid and basis for which the said Shop is agreed to be sold to the allottee.

AND WHEREAS this agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

AND WHEREAS 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; And that the allottee has not given any rights to any third party to enforce this said agreement unless the said Shop is transferred to them.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **CONSTRUCTION OF THE PROJECT / FLAT / SHOP:**

The Promoter shall construct the said buildings/Wings consisting of one basement level Parking and one lower ground level parking and one stilt level parking (3 Level Parking's) along with Shops on Ground floor and residential s on upper floors on the project land in accordance with the plans, designs and specifications as approved by the concerned local authority from time to time. Provided that the Promoter shall have to obtain prior consent in writing, of the Allottee, in respect of variations and/or modifications which may adversely affect the Shop of the Allottee/s except any alterations or additions or modifications in the sanctioned plans, layout plans and specifications of the buildings or common areas are required to be made by promoter in compliance of any direction or order, etc. issued by, the competent authority or statutory authority, under any law of the State or Central Government, for the time being in force.

2. CONSIDERATION / PRICE OF THE SAID SHOP:

2.1. The Allottee hereby agrees to purchase from the Promoter and the Promoter hereby agrees to sell to the **Allottee Shop No. ……of carpet area admeasuring of …….. Sq. Mtrs., Loft …….. sq. mtrs. on Ground floor in the "….." Wing** (hereinafter referred to as **"the Shop")** as shown and marked in the Floor plan annexed in Annexure C for a total consideration of **Rs. ……../- (Rupees ……Only)**Including being the proportionate price of the common areas and facilities appurtenant to the premises, the nature, extent and description of the limited common areas and facilities which are more particularly described in Schedule III annexed herewith.

2.2. The Allottee/s agrees and understands that timely payment towards purchase of the said Shop as per payment plan annexed in schedule IV hereto is the essence of the Agreement. The Allottee has paid on or before execution of this agreement a sum of **Rs. ……../- (Rupees ……. Only)** as advance payment or application fee and hereby agrees to pay to that Promoter the balance amount of **Rs ……../- (Rupees ……. Only)** as per the payment plan mentioned in Schedule IV.

The price overall has been arrived and agreed upon keeping in mind the promise of the purchaser to make the payments as mentioned in schedule IV as per the proposed stage of construction.

The Total Price above excludes Taxes such as GST, Stamp duty and Registration or any other similar taxes which may be levied, in connection with the construction of the said Project payable by the Promoter up to the date of handing over the possession of the said /Shop.

2.3. The Total Price is escalation free. The promoter may charge the allottee separately for any up gradation/changes specifically requested or approved by the allottee in fittings, fixtures and specifications and any other facility which have been done on the allottees request or approval but which have not been agreed upon herein or as shown in the website of the registered authority.

2.4. The Promoter herein on due date or on reaching aforesaid construction milestone/stage shall intimate the amount payable as stated above in writing or by digital Email to the Allottee and the Allottee shall make payment of such due

amount to the Promoter within seven days from date of receiving such intimation. The Allottee herein specifically agrees that he / she /they shall pay the aforesaid amount along with the GST and such other taxes, cesses, charges etc. without any delay along with each installment.

2.5. The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee by discounting such early payments @ 6% per annum for the period by which the respective installment has been proponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee by the Promoter.

3. MODE OF PAYMENT:

The allottee/s agree to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on demand by the Promoter, within the stipulated time as mentioned in the Payment Plan (Schedule IV) through A/c Payee cheque/demand draft or online payment in favour of **'SHUBH LANDMARKS'** payable at Pune.

4. ADJUSTMENT / APPROPRIATION OF PAYMENTS:

The Allottee/s authorize the Promoter to adjust/appropriate all payments made by him/her/them under any head(s) of dues against lawful outstanding, if any, in his/her/their name as the Promoter may in its sole discretion deem fit and the Allottee/s undertakes not to object/demand/direct the Promoter to adjust his payments in any manner.

5. INTEREST ON UNPAID DUE AMOUNT:

Without prejudice to the right of the Promoter to take action for breach arising out of delay in payment of the installments on the due dates, the Allottee/s shall be bound and liable to pay interest as per State Bank of India highest Marginal Cost of Lending Rate (MCLR) plus 2% per annum, with monthly rests, on all the amounts which become due and payable by the Allottee/s to the Promoter till the date of actual payment, provided that tender of the principal amounts and interest or tender of the interest and expenses thereof shall not itself be considered as waiver of the right of the Promoter under this Agreement, nor shall it be construed as condonation of delay by the Promoter. The amount of interest may be informed to the allottee/s from time to time or on completion of the said project//Shop, and the allottee/s has/have agreed to pay the same as and when demanded before the possession of the said /Shop.

6. **OBSERVATION OF CONDITIONS IMPOSED BY LOCAL/ PLANNING AUTHORITY:**

The Promoter hereby agrees to observe, perform and comply with all the terms, conditions, stipulations and restrictions if any, which may have been imposed by the concerned local authority, state and or Central Government including Environment department at the time of sanctioning the plans or any time thereafter or at the time of granting Completion Certificate or anytime thereafter. The Promoter shall before handling over possession of the said Shop to the Allottee/s herein, obtain from the concerned planning/local authority/development controlling authority occupation and/or completion certificate in respect of the said Shop. Notwithstanding anything to the contrary contained herein, the Allottee shall not be entitled to claim possession of the said Shop until the completion certificate is received from the local authority and the allottee has paid all dues payable along with applicable GST under this agreement in respect of the said /Shop to the Promoter and has paid the necessary maintenance amount/deposit, along with GST or such other taxes payable under this agreement of the said /Shop to the Promoter. Howsoever for the purpose of defect liability on towards the developer, the date shall be calculated from the date of handing over possession to the allottee for fit outs and interior works or the date of obtaining the occupancy certificate, whichever is earlier, and that the said liability shall be those responsibilities which are not covered under maintenance of the said /Shop/ building/wing as stated in the said agreement. That further it has been agreed by the allottee that any damage or change done within the Shop sold or in the building/wing done by him/them or by any third person on and behalf of the allottee then the allottee expressly absolves the developer from the same liability and specifically consents that on such act done, he shall waive his right to enforce the defect liability on and towards the developer.

7. **DISCLOSURE AS TO FLOOR SPACE INDEX:**

The Promoter hereby declares that the Floor Space Index available as on date in respect of the project land is 7700 Sq.Mtrs. only and Promoter has planned to utilize additional Floor Space Index of upto 22880 Sq.Mtrs. by availing of TDR or FSI available on payment of premiums or FSI available as incentive FSI by implementing various scheme as mentioned in the Development Control Regulation or based on expectation of increased FSI which may be available in future on modification to Development Control Regulations, which are applicable to the said Project. The Promoter has disclosed the Total Floor Space Index of upto 30580 Sq.Mtrs. as proposed to be utilized by him on the project land in the said

Project and Allottee has agreed to purchase the said /Shop based on the proposed construction and sale of /Shops to be carried out by the Promoter by utilizing the proposed FSI and on the understanding that the declared proposed FSI shall belong to Promoter only.

8. DISCLOSURE AND INVESTIGATION OF MARKETABLE TITLE:

The Promoter has made full and true disclosure of the title of the said land, known to the Promoter in the title report of the advocate. The Promoter has also disclosed to the Allottee/s nature of its right, title and interest or right to construct building/s, and also given inspection of all documents to the Allottee/s as required by the law. The Allottee/s having acquainted himself/herself/ themselves with all facts and right of the Promoter and after satisfaction of the same has entered into this Agreement.

9. SPECIFICATIONS AND AMENITIES:

The specifications and Common amenities of the Shop to be provided by the Promoter in the said project and the said Shop are those that are set out in Schedule III hereto. In the project multistoried high rise buildings/wings are under construction considering to maintain the stability of the buildings/wings and internal structures, herein specifically informed by its consultant not to allow any internal changes. As per our policy, no customization shall be permitted inside the said Shop. Changes such as civil, electrical, plumbing etc. shall not be allowed during construction and till delivery of possession.

10. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

10.1. 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 and 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 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 shall be liable for any action under the Foreign Exchange Management Act, 1999 or other laws as applicable/amended from time to time.

10.2. The Promoter accepts no responsibility in this regard. 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 such third party shall not have any right in the application/allotment of the said Shop applied for herein in any way and the Promoter shall be issuing the payment receipts in favour of the Allottee only.

11. POSSESSION OF THE SHOP:

11.1. The Promoter agrees and understands that timely delivery of possession of the Shop is the essence of the Agreement. Subject to receipt of full consideration/total price and dues of the Promoter and taxes there on are paid by the Allottee/s in respect of the said Shop, in terms of these presents, the Promoter, based on the approved plans and specifications, assures to handover possession of the said /Shop on **31/05/2021**. Provided that the Promoter shall be entitled to reasonable extension of time as agreed by and between the allottee and the promoter for giving possession of the /Shop on the aforesaid date, and the same shall not include the period of extension
on account of – War, civil commotion, flood, drought, fire, cyclone, earthquake, act of god or any calamity by nature affecting the regular development of the real estate project ("Force Majeure").
Extension of time for giving possession as may be permitted by the Regulatory authority under Real Estate (Regulation and Development) Act, 2016 for reason where actual work of said project/building could not be carried by the promoter as per sanctioned plan due to specific stay or injunction orders relating to the said project from any Court of law, or Tribunal, competent authority, statutory authority, high power committee etc. or due to such circumstances as may be decided by the Authority., However, if 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 /Shop, 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 agreement shall stand terminated

and the Promoter shall refund the entire amount received by the Promoter from the allotte within 45 days from that date. After any refund of the money paid by the Allottee, Allottee agrees that he/she shall not have any rights, claims etc. against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

11.2. In case of joint alloottes, the possession of the Shop can be given to the allottee whose name appears first in this agreement.

11.3. The Promoter herein is developing the said land which consists of common amenities like club house, landscape garden etc.; The Promoter, assures to hand over possession of the said common amenities on or before **30/06/2024**. That the allottee/s further agree that even where 'substantial completion' of works has been done and after receiving OC from the competent authority, possession of the said Shop shall be given. That substantial completion would mean works done that do not affect his use or occupation of his Shop and he can cohabit in the said Shop. However if the developer is not allowed by the allottee or any person on his behalf to complete the remaining portion of the works, it shall be accepted by and between the parties that the remaining works shall be deemed to have been done as and against the developer.

11.4. The Promoter, upon obtaining the occupancy certificate from the local/competent/planning authority shall offer in writing to the Allottee/s intimating that, the said Shop is ready for use and occupation. The Allottee/s herein shall inspect the said Shop in all respects to confirm that the same is in accordance with the terms and conditions of this agreement, complete the payment of consideration/ total price and dues to the Promoter as per terms and conditions of this agreement and take the possession of the said Shop within 15 days from the date of written intimation issued by the Promoter to the Allottee herein. The Promoter agrees and undertakes to indemnify the Allottee/s in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter.

11.5. It shall be expressly agreed that wherever it is the responsibility of the allottee to apply and get necessary services, the same shall not be undertaken by the promoter and the allottee shall be solely responsible for the same.

11.6. Upon receiving a written intimation from the Promoter as per clause 11.4, the Allottee/s shall take possession of the Shop 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 /Shop to the allottee. In case the Allottee fails or commits delay in taking

possession of said /Shop within the time provided in clause 11.4, such Allottee shall be liable for payment of maintenance charges as applicable, property tax, electricity charges and any other expenses and outgoing in respect of the said /Shop and the Promoter shall not be liable for the maintenance, wear and tear of the said /Shop.

11.7. After obtaining the occupancy certificate and handing over physical possession of the said Shop to the Allottee/s, it shall be the responsibility of the Promoter to hand over the necessary documents and plans, including common areas, to the society of the Allottee/s or the competent authority, as the case may be, as per the local law.

11.8. That the allottee has given his specific confirmation herein that the responsibility of title of the said land be on the Developer up and until the conveyance of the said building/wing and the said land thereunder.

11.9. Except for occurrence of the events stating herein above, if the promoter fails to complete or is unable to give possession of the Shop (i) in accordance with the terms of this Agreement, duly completed by the date specified herein; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation of the registration under the Act; or for any other reason; the Promoter shall be liable, without prejudice to any other remedy available, to return the total amount received by him in respect of the Shop, with the interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2 % percent per annum within 30 days including compensation in the manner as provided under the Act. Provided that, where if the Allottee does not intend to withdraw from the said Project, the Promoter shall pay the Allottee interest as per State Bank of India highest Marginal Cost of Lending Rate plus 2%, on all the amounts paid by the Allottee, for every month of delay, till the handing over of the possession of the / Shop.

12. TIME IS ESSENCE:

Time is essence for the Promoter as well as the Allottee. The Promoter shall abide by the time schedule for completing the project and handing over the Shop to the Allottee and the common areas to the society of the allottees after receiving the occupancy certificate or the completion certificate or both, 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 the Agreement subject to the simultaneous completion of construction by the Promoter as per Payment Plan (Schedule IV) in this agreement.

13. TERMINATION OF AGREEMENT:

13.1. Without prejudice to the right of promoter to charge interest on the Allottee committing default in payment on due date of any amount due and payable by the Allottee to the Promoter under this Agreement (including his/her proportionate share of taxes levied by any local/ Government authority and other outgoings) and on the allottee committing three defaults of payment reminders, the Promoter shall at his own option, may terminate this Agreement; Provided that, Promoter shall give notice of 15 days in writing to the Allottee, by Registered Post AD at the address provided by the allottee and mail at the email address provided by the Allottee, of his intention to terminate this Agreement and of the specific - breach or breaches of terms and conditions in respect of which it is intended to terminate the Agreement. If the Allottee fails to rectify the breach or breaches mentioned by the Promoter within the period of notice then at the end of such notice period, promoter shall be entitled to terminate this Agreement. Provided further that upon termination of this Agreement as aforesaid, the Promoter shall refund [subject to adjustment and recovery of administrative expenses of Rs 100000/- (Rupees One Lac only) and/or any other expenses incurred by the promoter for such Shop as requested by the allottee or any other amount which may be payable to Promoter] within a period of 30 days of the termination, all the amounts paid by the Allottee (after deducting the taxes paid) towards sale consideration of the Shop to the Promoter and the Promoter herein shall be entitled to deal with the said Shop with any prospective buyer. Delay in issuance of any reminder/s or notices from the Promoter shall not be considered as waiver of Promoter's absolute right to terminate this agreement.

13.2. For whatsoever reason if the Allottee/s herein, without any default or breach on his/her/their part, desire to terminate this agreement/transaction in respect of the said Shop then, the Allottee/s herein shall issue a prior written notice to the Promoter as to the intention of the Purchaser/s and on such receipt of notice the Promoter herein shall be entitled to deal with the said /Shop with prospective buyers. After receipt of such notice of intention to terminate this agreement the Promoter shall issue a 15 days notice in writing calling upon him/her/them to execute and register Deed of Cancellation. Only upon the execution and registration of Deed of Cancellation the Purchaser/s shall be entitled to receive the refund of consideration after deduction of administrative charges of Rs. 100000/- (Rupees One Lac Only), subject to terms of this agreement.

13.3. It is specifically agreed between the parties hereto that, if the transaction in respect of the said Shop between the Promoter and Allottee/s herein is terminated as stated in sub para 13.1 and 13.2 herein above written then all the

instruments under whatsoever head executed between the parties hereto or between the Promoter and Allottee/s herein, in respect of the said Shop, shall stands automatically cancelled and either party have no right, title, interest or claim against each other except as provided hereinafter. Also, the promoter shall not be responsible for refund of taxes paid by the allottee on account of Registration charges, Stamp Duty, GST, Legal Fees, Etc.

14. DEFECT LIABILITY:

If within a period of five years from the date of receipt of Occupancy Certificate of the project, the Allottee brings to the notice of the Promoter any structural defect in the Shop or the building in which the Shop are situated or any defects on account of workmanship, quality or provision of service, then, wherever possible such defects shall be rectified by the Promoter at his own cost and in case it is not possible to rectify such defect, then the Allottee shall be entitled to receive from the Promoter, compensation for such defect in the manner as provided under the Act. Provided, however, that the Allottee/s shall not carry out any alterations of the whatsoever nature in the said Shop of the building/wing and in specific the structure of the said Shop of the said building/wing, which shall include but not limited to columns, beams etc. or in the fittings, pipes, water supply connections or any erection or alteration in the bathroom, toilet and kitchen, which may result in seepage of the water. If any of such works are carried out without the written consent of the Promoter, the defect liability automatically shall become void. The word defect here means only the manufacturing and workmanship defect/s caused on account of willful neglect on the part of the Promoter, and shall not mean defect/s caused by normal wear and tear and by negligent use by the Occupants, vagaries of nature etc. That it shall be the responsibility of the allottee to maintain his Shop in a proper manner and take due care needed including but not limiting to the joints in the tiles in his are regularly filled with white cement/ epoxy to prevent water seepage. Further where the manufacturer warranty as shown by the developer to the allottee ends before the defects liability period and such warranties are covered under the maintenance of the said Shop, and if the annual maintenance contracts are not done/renewed by the allottee/s the promoter shall not be responsible for any defects occurring due to the same. That the project as a whole has been conceived, designed and constructed based on the commitments and warranties given by the vendors/manufacturers that all equipments, and fixtures shall be maintained and covered by maintenance/warranty contracts so as it to be sustainable and in proper working condition to continue warranty in both the s and the common project amenities wherever applicable. That the allottee has been made aware and that the allottee expressly agrees that the regular wear and tear of the Shop includes

minor hairline cracks on the external and internal walls excluding the RCC structure which happens due to variation in temperature of more than 20*C and which do not amount to structural defects and hence cannot be attributed to either bad workmanship or structural defect. It is expressly agreed that before any liability of defect is claimed by or on behalf of the allottee, it shall be necessary to appoint an expert who shall be a nominated surveyor who shall survey and assess the same and shall then submit a report to state the defects in materials used, in the structure built of the /Shop/building/wing and in the workmanship executed keeping in mind the aforesaid agreed clauses of this agreement.

15. FORMATION OF ORGANISATION OF FLAT/ SHOP HOLDERS:

15.1. After handing over the possession of the entire project and on receipt of the entire receivables from the project, the promoter shall form an organization of Shop owners as per the prevailing local laws applicable to the said project, which the Promoter shall decide as suitable for the Shop holders in the said project which is under construction on the said land.

15.2. The Allottee along with other allottee/s of Shops in the building shall join in forming and registering the Society and for this purpose sign and execute from time to time, the application for registration and/or membership and the other papers and documents necessary for the formation and registration of the Society and for becoming a member, including the bye-laws of the proposed Society and duly filled in, sign and return to the Promoter within 7 days of the same being forwarded by the Promoter to the Allottee, so as to enable the Promoter to register the common organisation of Allottee. No objection shall be taken by the Allottee if any, changes or modifications are made in the draft bye-laws, or the Memorandum and/or Articles of Association, as may be required by the Registrar of Cooperative Societies or the Registrar of Companies, as the case may be, or any other Competent Authority.

15.3. The Promoter shall facilitate registration of the Society, as aforesaid, and cause to be Conveyed/transferred to the society all the right, title and the interest of the Promoter in the said structure of the Building/wing in which the said Shop is situated along with the common areas in favour of the society of owners.

15.4. It is expressly agreed by and between the Promoter and the Allottee/s that the name of the said project shall be not be changed at any time and shall always be known as **"SHUBH GATEWAY"** and that the allottee/s or the society shall not be entitled to remove or alter Promoter's name board in any circumstances.

16. PAYMENT OF TAXES, CESSES, OUTGOINGS ETC:

16.1. If at any time, after execution of this agreement, GST and/or any other tax etc. is imposed/increased under respective statute by the central and state government respectively and further at any time before or after execution of this agreement any additional taxes/duty/charges/ premium/cess/surcharge etc., by whatever name called, is levied or recovered or becomes payable under any statute/rule/regulation/ notification/order either by the Central or the State Government or by the local authority or by any revenue or other authority, on the said /Shop or this agreement or the transaction herein, shall exclusively be paid/borne by the Allottee/s. The Allottee/s hereby, always indemnifies the Promoter from all such levies, cost and consequences. Provided that 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;

17. MAINTENANCE CHARGES: -

Within 15 days after notice in writing is given by the Promoter to the Allottee that the Shop is ready for use and occupancy, the Allottee shall be liable to bear and pay the proportionate share (i.e. in proportion to the carpet area of the Shop) of outgoings in respect of the project land and Building/s namely local taxes, betterment charges or such other levies by the concerned local authority and/or Government water charges, insurance, common lights, repairs and salaries of clerks bill collectors, chowkidars, sweepers and all other expenses necessary and incidental to the management and maintenance of the project land and building along with the common areas and facilities as stated and defined in Schedule III attached herewith. The Allottee further agrees that till the Allottee's share is so determined, the Allottee shall pay to the Promoter provisional contribution of Rs. …….. (Ruppes ----- ---------- ----------) **For 24 month.** GST or other taxes applicable shall be extra. The amounts so paid by the Allottee to the Promoter shall not carry any interest and remain with the Promoter until a conveyance/assignment of the structure of the building/wing is executed in favour of the society. On such conveyance/assignment being executed the aforesaid deposits (less deduction provided for in this Agreement) shall be paid over by the Promoter to the Society.

17.1 The purchaser agrees that said amount will be extra and will not form part of Purchase consideration and will be paid being essential expenses for common expenses.

17.2 The Purchaser will be liable to pay the above maintenance charges from Occupancy certificate or possession of his unit whichever is earlier.

17.3 Thus the amount received from the purchaser will be deposited in the account of the promoter and no interest shall be paid to the purchaser/Association Of Flats/Shops.

17.4 No Maintenance charges shall be paid by the builder/developer for unsold units, if any after handover of building to Association Of Flats/Shops

17.5 Other than the above maintenance charges the Unit purchaser will have to pay his electricity bill as per the meter fix for his unit from the Occupancy certificate date or the possession of his Unit whichever is earlier whether he/ she has taken or not the possession of the respective unit. This will not be the part of the maintenance charges.

17.6 Notwithstanding anything contents stated herein above, the liability to pay the aforesaid taxes, outgoings, other charges etc. will be always on Allottee/s of the said Shop and if for whatsoever reason respective Recovering Authority got recovered the same from the Promoter, in such circumstances the Promoter herein shall be entitled to recover the same from the Allottee/s along with interests and Allottee/s herein shall pay the same to the Promoter within stipulated period as may be informed by the Promoter to the Allottee/s in writing. It is further specifically agreed that, afore said encumbrance shall be on said Shop being first encumbrance of the Promoter. The Allottee/s hereinwith has accepted the aforesaid condition.

18. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

The Promoter hereby represents and warrants to the Allottee as follows:

a. The Promoter has clear and marketable title with respect to the project land; as declared in the title report annexed to this agreement and has the requisite rights to carry out development upon the project land and also has actual, physical and legal possession of the project land for the implementation of the Project;

b. The Promoter has lawful rights and requisite approvals from the competent Authorities to carry out development of the Project and shall obtain requisite approvals from time to time to complete the development of the project;

c. There are no encumbrances upon the project land or the Project.

d. There are no litigations pending before any Court of law with respect to the project land;

e. All drawings, sale plans, other drawings are as given to the Promoter by the appointed Architect, Structural Consultants, other consultants, the developer has thus disclosed the same to the allottee and the allottee is aware that professional liability have been undertaken by them individually with the developer which shall prevail on these consultants individually or cumulatively if any loss/harm is

caused to the allottee and based on these said details of the drawings and the calculations and are as shown, the allottee has agreed to take the said Shop.

f. All approvals, licenses and permits issued by the competent authorities with respect to the Project, and said building/wing are valid and subsisting and have been obtained by following due process of law. Further, all approvals, licenses and permits to be issued by the competent authorities with respect to the Project, project land and said building/wing shall be obtained by following due process of law and the Promoter has been and shall, at all times, remain to be incompliance with all applicable laws in relation to the Project, project land, Building/wing and common areas;

g. 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;

h. The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement/arrangement with any person or party with respect to the project land, including the Project and the said Shop which will, in any manner, affect the rights of Allottee under this Agreement;

i. The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Shop to the Allottee in the manner contemplated in this Agreement;

j. At the time of execution of the conveyance deed of the structure to the society of allottees the Promoter shall handover lawful, vacant, peaceful, physical possession of the common areas of the Structure to the society of the Allottees;

k. The Promoter has duly paid and shall continue to pay and discharge undisputed 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 date of obtaining the occupancy certificate;

l. 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 or served upon the Promoter in respect of the project land and/or the Project.

19. COVENANTS AS TO USE OF SAID SHOP:

The Allottee/s or himself/themselves with intention to bring all persons into whosoever hands the Shop may come, hereby covenants with the Promoter as follows: -

a. To maintain the Shop at the Allottee's own cost in good and tenantable repair and condition from the date, possession of the /Shop is taken and not to do or suffer to be done anything in or to the building in which the Shop is situated which may be against the rules, regulations or laws or change/alter or make addition in or to the building in which the Shop is situated the /Shop itself or any part thereof without the consent of the local authorities, if required.

b. Not to store in the Shop any goods which are of hazardous, combustible or dangerous nature or are so heavy as to damage the construction or structure of the building in which the Shop is situated or storing of which goods is objected to by the concerned local or other authority and shall take care while carrying heavy packages which may damage or likely to damage the staircases common passages or any other structure of the building or its entrances in which the Shop is situated and in case any damage is caused to the building on account of negligence or default of the Allottee in this behalf, the Allottee shall be liable for the consequences of the breach.

c. To carry out at his own cost all internal repairs of the said Shop and maintain the Shop in the same condition, state and order in which it was delivered by the Promoter to the Allottee and not to do or suffer to be done anything in or to the building and/or the Shop which may be contrary to the rules and regulations and byelaws of the concerned local authority or other public authority. In the event of the Allottee committing any act in contravention of the above provision, the Allottee shall be responsible and liable for the consequences thereof to the concerned authority.

d. Not to demolish or cause to be demolished the Shop or any part thereof, nor at any time make or cause to be made any addition or alteration of whatever nature in or to the /Shop or any part thereof, nor any alteration in the elevation and outside colour scheme of the building in which the Shop is situated and shall keep the portion, sewers, drains and pipes in the /Shop and the appurte-nances thereto in good tenantable repair and condition, and in particular, to protect the other parts of the building in which the Shop is situated and shall not chisel or in any other manner damage columns, beams, walls, slabs or RCC, Pardi or

other structural members in the Shop without the prior written permission of the Promoter and/or the Society.

e. Not to do or permit to be done any act or thing which may render void or voidable to any insurance of the project land and the building in which the Shop is situated or any part thereof or whereby any increased premium shall become payable in respect of the insurance.

f. Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said Shop in the compound or any portion of the project land and the building in which the /Shop is situated.

g. To bear and pay increase in local taxes, water charges, insurance and such other levies, if any, which are imposed by the concerned local authority and/or Government and/or other public authority, on account of change of user of the /Shop by the Allottee for any purposes other than for purpose for which it is sold.

h. The Allottee shall not let, sublet, transfer, assign or part with interest or benefit factor of this Agreement or part with the possession of the Shop until all the dues payable by the Allottee to the Promoter under this Agreement are fully paid up.

i. The Allottee shall observe and perform all the rules and regulations which the Society may adopt at its inception and additions, alterations or amendments thereof that may be made from time to time for protection and maintenance of the said building and the Shops therein and for the observance and performance of the Building Rules, Regulations and Byelaws for the time being of the concerned local authority and of Government and other public bodies. The Allottee shall also observe and perform all the stipulations and conditions laid down by the Society regarding the occupancy and use of the Shop in the Building and shall pay and contribute regularly and punctually towards the taxes, expenses or other outgoings in accordance with the terms of this Agreement.

j. Till a conveyance of the structure of the building in which Shop is situated is executed in favour of Society, the Allottee shall permit the Promoter and their surveyors and agents, with or without workmen and others, at all reasonable times, to enter into and upon the said buildings or any part thereof to view and examine the state and condition thereof.

k. That the allottee shall indemnify and keep indemnified the promoter against any actions, proceedings, cost, claims and demands in respect of any breach, non

observance or non performance of such obligations given specifically herein to the allottee.

l. That nothing herein contained shall construe as entitling the allottee any right on any of the adjoining, neighboring or the remaining buildings/common areas etc of the remaining portion of the proposed project layout unless specifically agreed and consideration dispensed by the allottee to the developer in this regards.

20. ENTIRE AGREEMENT AND RIGHT TO AMEND:

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 /Shop. This agreement may only be amended through written consent of the both the Parties.

21. RIGHT OF ALLOTTEE TO USE COMMON AREAS AND FACILITIES:

The Allottee hereby agrees to purchase the Shop on the specific understanding that he/she is entitled only to use the common areas/ facilities while the ownership of the said common areas will be of the society. He/she will be entitled to use these common areas subject to timely payment total maintenance charges, as determined and thereafter billed the Society of allottees (or the maintenance agency appointed by it and performance by the Allottee of all his/her obligations in respect of the terms and conditions specified by the maintenance agency or the association of allottees from time to time.

22. SET BACK COMPENSATION:

The Promoter alone shall be entitled to claim and receive compensation for any portion of the land/building that may be notified for setback prior to the possession in favour of the proposed Shop Association.

23. MEASUREMENT OF THE CARPET AREA OF THE SAID SHOP:

The Promoter shall confirm the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy

certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area, subject to a variation cap of three percent. The total price payable for the carpet area shall be recalculated upon confirmation by the Architect of the project. If there is any reduction in the carpet area within the defined limit then Promoter shall refund the excess money paid by Allottee within forty five days with annual interest at the rate specified in the Rules, from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area allotted to Allottee, the Promoter shall demand additional amount from the Allottee as per the next milestone of the Payment Plan. All these monetary adjustments shall be made at the same rate per square meter as agreed in clause 2 of this Agreement.

24. PROVISIONS OF THIS AGREEMENT APPLICABLE ON ALLOTTEE / SUBSEQUENT ALLOTTEES:

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said project shall equally be applicable to and enforceable against all the subsequent Allottees of the Shop, in case of transfer.

25. WAIVER NOT A LIMITATION TO ENFORCE

25.1. 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. 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.

25.2. Failure on the part of the Promoter 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.

26. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder 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 thereunder or the applicable law, 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.

27. ENFORCEABILITY:

The execution of this Agreement shall be complete only upon its execution by the Promoter and the Allottee and shall be enforceable only after the said agreement is registered at the office of the Sub Registrar.

28. NOTICES:

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:

Allottee Address :- ……
Email Address ……

M/s Shubh Landmarks (Promoter)
Mittal House, M-2-13/14, Nisarg Housing Society, Dr. B. R. Ambedkar Road, Opp. Golf Course, Yerwada – Pune - 411006.
Email Address: crm@shubhdevelopers.com
It shall be the duty of the Allottee and the promoter to inform each other of any change in postal and/or Email address subsequent to the execution of this Agreement in the above address by Registered Post/email 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.

29. JOINT ALLOTTEES:

29.1. That in case there are Joint Allottees, they shall be considered as joint and severable allottees for the purpose of these clauses in the agreement and 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. In case of joint alloottes, the possession of the Shop can be given to the allottee whose name appears first in this agreement.

30. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the laws of India for the time being in force.

31. DISPUTE RESOLUTION:

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 through the adjudicating officer appointed under the Act.

32. EXTRA SERVICES & AMENITIES (Water Supply & Electrical Connection)

32.1 That the water supply connection to the commercial Shops shall be use for domestic purpose only which is specific up to 200 liters per day to per unit. Extra usage of water shall be metered and shall be charged extra other than common maintenance charges.

32.2 That the 3kw electrical load is sanctioned & it shall be provided by the promoter to each commercial shop. If extra load is required to the shop holder then the shop holder shall have to pay the additional for required power supply.

32.3 That if any extra services, specification or amenity like chimney, generator backup or any other type of facility apart from agreement demand by the shop holder or provided by the promoter shall be charged additional cost and taxes.
32.4 That the shop holder shall have to pay its installation charges, maintenance charges and electrical & water charges i.e. running cost shall be extra.

SCHEDULES, ANNEXURES AND SIGNATURES

SCHEDULE I

DESCRIPTION OF THE SAID PROJECT LAND

Property being piece or parcel of freehold land bearing Plot no. 1 admeasuring 7330 Sq. Mtrs. and plot no. 2 admeasuring 1500 sq. Mtrs. totally aggregating 8830 Sq.Mtrs. or thereabouts out of the sanctioned layout approved by The Collectorate Pune, Revenue Branch bearing outward No. PRH/NA/SR/300/08 made in respect of the contiguous block of land admeasuring Hectares 13.62 Ares bearing Sr. Nos. 227(part), 227/1 to 227/15 and 227/17 and which Sr. 227 is bearing corresponding CTS

no. 218, all situate lying and being at village Lohegaon within the registration sub district Tal. Haveli, District Pune and within the limits of Pune Municipal Corporation, and the same property is bounded as under: -

On or towards the East : By 30 Mtrs. Wide Airport Road

On or towards the South : By Internal Road of the layout and Thereafter Plot no. 03 out of the layout

On or towards the West : Survey No. 236

On or towards the North : Survey No. 226

DESCRIPTION OF SAID /SHOP

SHOP NO. …., on GROUND FLOOR OF " "WING, ADMEASURING CARPET AREA of ----- Sq. Mtrs., Loft ……. Sq. Mtrs. in the building known as "SHUBH GATEWAY" constructed on the property described above situated at village - Lohegaon, within the registration limit of Pune, Taluka – Haveli, District – Pune, and within the limits of Pune Municipal Corporation.

(1 sq.mt. =10.764 sq.ft.)

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SCHEDULE "II"

1] N/A Order;
2] Property Card of the said Property;
3] Commencement Certificate of PMC;
4] Title and Search Report
5] Index II of sale deed no. 7143/2017 between vendors and promoters

SCHEDULE "III"

(A) COMMON AREAS

Staircase from ground floor up to top floor of the building.
Common Passage from Main Gate to Staircase.
Common Terrace which will be declared after completion of Building.
Club House, Gym, swimming pool and other open areas in the building premises.

(B) COMMON FACILITIES

(i) Drainage system, waterlines, underground and overhead water tanks, water Pump sets, etc.

(ii) Electrical cables, Meter box room, common lighting, common meter for lift, Generator for power back-up for lift and common lighting, Rain water harvesting, name board, etc.

iii) Lift, firefighting systems, vermiculture pit, STP, WTP, Solar water heaters system, Generators, etc.

(C) SPECIFICATIONS:-

	• Earthquake resistant RCC Framed Structure.
	• External and Internal walls in 5” Fly Ash Bricks.
	• Internal wall finish with Gypsum and Premium Emulsion Paint
	• Generator Backup for lifts and common areas.
	• 800mm X 800mm Vitrified flooring.
	• Eagle or equivalent make Sanitary Fittings.
	• Jaquar or equivalent make C.P. Fittings.
	• Anti-skid tile in bathrooms.
	• Flush doors with pressed laminates.
	• Electrical Connection/ Provision will be supplied, No wirering or fitting will be done

(D) RESTRICTED AREAS:-

i] Car parking space, which will be allotted to the Shop holder/s society or retained by the promoter.

ii] Terrace on the top of the building which will be allotted to the Shop holder/s or retained by the promoter.

iii] Adjacent land, adjacent terrace for the Shop as marked in the plan and allotted specifically.

SCHEDULE "IV"
PAYMENT PLAN
SCHEDULE "IV"
PAYMENT PLAN

SR.NO.	STAGE OF CONSTRUCTION	PERCENTAGE OF PAYMENT	CUMULATIVE PERCENTAGE
1.	Completion of Footing	20%	Rs. 500000/-
2.	Completion of 1st Slab	10%	20%
3.	Completion of 2nd Slab	10%	30%
4.	Completion of 3rd Slab	10%	40%
5.	Completion of 4th Slab	10%	50%
6.	Completion of brickwork	10%	60%
7.	Completion of plaster	10%	70%
8.	Completion of Tiling	10%	80%
9.	Completion of Painting	5%	95%
10.	On Possession	5%	100%
	Total		

IN WITNESS WHEREOF the parties hereto have hereto set and subscribed their respective hands on the day and year first hereinbefore written.

SIGNED, SEALED AND DELIVERED

By the within named PUCHASER/S

NAME	SIGNATURE	THUMB	PHOTO

IN THE PRESENCE OF WITNESSES:

NAME	SIGNATURE	ADDRESS

IN WITNESS WHEREOF, the partners have subscribed their seals and signature on the date and place herein above mentioned.

SIGN, SEALED AND DELIVERED
By the within named Owner/Promoter

M/S. SHUBH LANDMARKSThrough its partner

NAME OF PARTNER	SIGNATURE	THUMB	PHOTO
MR. RAJESH SATYANARAYAN MITTAL			
MR. SHYAMLAL PATIRAM GOEL			
MR. ANUJ BALKRISHAN AGARWAL			
MR. RAMESHCHAND ITARAM AGARWAL			
MR. KAILASH RAMKUMAR AGARWAL			

MR. VISHAL SUMERCHAND AGARWAL			
MR. SURAJ SUMERCHAND AGARWAL			
MR. ANAND HARIRAM BANSAL			
MR. ANSHUL ANAND BANSAL			