



### AFFIDAVIT

I, Jai Krishan Jajoo Son of Late Shri Bal Krishan Jajoo, aged 60 years, R/o 4-KA-3, Monilek Marg, Jawahar Nagar, Jaipur-302004 duly authorized by the promoter, Shubhashish Builders and Developers, do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our project **"GEETA Phase-II"** situated at **Part B of** Khasra No. 1550 to 1553, 1554/2903, 1569, 1572 to 1574, 1576, 1577/2904, 1744/2851, Village Bhankrota, Tehsil Sanganer and Khasra No. 218 to 221, 224, 225, Village Chimanpura, Tehsil Sanganer, Jaipur under the provisions of the Real Estate Regulation and Development Act, 2016 read with Rajasthan Real Estate (Regulation and Development) Rules, 2017.
2. That the draft Agreement for Sale attached with our aforesaid application is based on model draft given as Form G in the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
3. That the draft Agreement for Sale is not in derogation of or inconsistent with the Real Estate Regulation and Development Act, 2016 and the rules made thereunder.
4. That in case any condition in the Agreement for Sale in contravention with the Real Estate (Regulation and Development) Act, 2016 and Rajasthan Real Estate Regulation and Development Rules, 2017, then in that case provision of the Act and Rules shall prevail.
5. That if any contradiction arises in the future the promoter will be responsible for it.

Deponent  
For Shubhashish Builders And Developers  
*Jai Krishan Jajoo*  
Authorised Signatory

### **Verification**

I, Jai Krishan Jajoo Son of Late Shri Bal Krishan Jajoo, aged 60 years R/o 4-KA-3, Monilek Marg, Jawahar Nagar, Jaipur-302004 do hereby verify that the contents in para No.1 to 5 of my above Affidavit are true and correct and nothing material has been concealed by me therefrom.

Verified by me at Jaipur on this 20<sup>th</sup> day of January 2021.

**Attested**  
Notary Public  
Jaipur (Raj.) India

20 JAN 2021

Deponent  
For Shubhashish Builders And Developers  
*Jai Krishan Jajoo*  
Authorised Signatory

क्रमांक 3820 .....

दिनांक 09 JAN 2021  
09.01.2021

मुद्रांक का मूल्य

50/-

क्रेता का नाम

शुभाशीष बिल्डर्स एण्ड डवलपर्स

निवासी

12-13, राठौड नगर, क्वींस रोड, वैशाली नगर, जयपुर

सम्बन्धित कार्य का मूल्यांकन

शपथपत्र

शुभाशीष बिल्डर्स  
सा. रज. नं. 80/2015  
जयपुर नगर मंडल  
वैशाली नगर मंडल  
09 JAN 2021

जयपुर नगर मंडल के अधिकारी  
मुख्य शपथ पत्र अधिकारी

AFFIDAVIT

Handwritten signature

1. That we have applied for registration of our project "GEMTA Phase-II" situated at Plot B of Kharsa No. 1550 to 1553, 1554/2003, 1559, 1573 to 1574, 1576, 1577/2004, 1578/2005, 1579/2006, 1580/2007, 1581/2008, 1582/2009, 1583/2010, 1584/2011, 1585/2012, 1586/2013, 1587/2014, 1588/2015, 1589/2016, 1590/2017, 1591/2018, 1592/2019, 1593/2020, 1594/2021, 1595/2022, 1596/2023, 1597/2024, 1598/2025, 1599/2026, 1600/2027, 1601/2028, 1602/2029, 1603/2030, 1604/2031, 1605/2032, 1606/2033, 1607/2034, 1608/2035, 1609/2036, 1610/2037, 1611/2038, 1612/2039, 1613/2040, 1614/2041, 1615/2042, 1616/2043, 1617/2044, 1618/2045, 1619/2046, 1620/2047, 1621/2048, 1622/2049, 1623/2050, 1624/2051, 1625/2052, 1626/2053, 1627/2054, 1628/2055, 1629/2056, 1630/2057, 1631/2058, 1632/2059, 1633/2060, 1634/2061, 1635/2062, 1636/2063, 1637/2064, 1638/2065, 1639/2066, 1640/2067, 1641/2068, 1642/2069, 1643/2070, 1644/2071, 1645/2072, 1646/2073, 1647/2074, 1648/2075, 1649/2076, 1650/2077, 1651/2078, 1652/2079, 1653/2080, 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Affix Color  
photograph  
Of the authorized  
signatory of  
Promoter  
with signature  
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Affix Color  
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### Agreement for Sale

This **AGREEMENT FOR SALE** (hereinafter referred to as "**Agreement**" which expression shall include the Schedule(s) hereof and all amendments to be made from time to time) is executed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ by and between:

1. M/s **Shubhashish Builders and Developers** (Reg No.: 13/237/2007), a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its Regd. Office at 3rd Floor, Shubhashish Corporate Tower, 12-13, Rathore Nagar, Queen's Road, Vaishali Nagar, Jaipur-302021, Rajasthan (PAN-ABHFS9420N) through its partner **Mr. ....** (Aadhar No. XXXX-XXXX-XXXX) duly authorized vide authority letter dated ..... signed by all the partners constituting the firm, (Copy enclosed) (hereinafter referred to as the "**Promoter**" or "**Seller**", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include all the partners of the said partnership firm and their respective assignees, legal successor(s) in interest)
2. Mr. Jai Krishan Jajoo S/O Late Dr. Bal Krishan Jajoo, aged 60 years, R/o 4 KA 3, Jawahar Nagar, Jaipur, Rajasthan;
3. Mrs. Neeta Jajoo W/O Mr. Jai Krishan Jajoo, aged 58 years, R/o 4 KA 3, Jawahar Nagar, Jaipur, Rajasthan, through P.O.A. Shri Jai Krishan Jajoo and
4. Mrs. Mudita Jajoo (Maheshwari) D/O Shri Jai Krishan Jajoo, W/O Mr. Shubham Maheshwari aged 36 years, R/o 802, Indira Nagar, Dehradun, Uttarakhand, through P.O.A. Shri Jai Krishan Jajoo

(Mr. Jai Krishan Jajoo, Mrs. Neeta Jajoo and Mrs. Mudita Maheshwari collectively known as lease deed holder(s) or confirming parties) of the **ONE PART**.

AND

Person(s) named in **Schedule-1** hereof hereinafter singly/jointly referred to as the **Allottee(s)**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s) & permitted assignees) of the **OTHER PART**.

The "**Promoter**" and the "**Allottee(s)**" shall hereinafter be collectively referred to as "**Parties**" and individually as a "**Party**".

#### **INTERPRETATIONS/ DEFINITIONS:**

- I. In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto –
  - a) "**Act**" means the Real Estate (Regulation and Development) Act, 2016;
  - b) "**Applicable Laws**" shall mean all Acts, Rules and Regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959,

For Shubhashish Builders And Developers

*Jai Krishan Jajoo*  
Authorised Signatory

Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, The Jaipur Development Authority Act, 1982, Jaipur Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan (Urban Area Jaipur) Building Regulations, 2020, Rajasthan Real Estate (Regulation and Development) Rules, 2017, The Rajasthan Apartment Ownership Act, 2015, The Rajasthan Apartment Ownership Rules, 2020 or any other Act/Rules which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement applicable to the development/ construction / sale of the Project/phase II.

- c) **"Apartment"** shall mean a flat/independent duplex unit in the Project intended and/or capable of being independently and exclusively occupied and intended to be used for residential purpose.
- d) **"Authority"** shall mean shall mean the Real Estate Regulatory Authority.
- e) **"Approved Plans"** shall mean and include the layouts and plans duly approved and sanctioned by the competent authority, in accordance with, the said Project is to be developed along with any/all variations/amendments/changes to be made by the Promoter as per the applicable laws and provisions of the Act and Rules and Regulations thereon.
- f) **"Association of Allottees (AOA)"** shall mean the Maintenance Society/Resident Welfare Association (RWA)/Association or anybody, by whatever name called, for the Phase I and for Phase II being developed on Project Land and for the future development on the Scheduled Land that may be formed as per requirement of clause (e) of sub section (4) of Section 11 of the Act, for the management/maintenance of Common Area and Facilities developed with Phase-I, Common Areas and Facilities developed with Phase-II and Common Areas and Facilities that may be developed with subsequent phases, that may be developed on remaining Scheduled Land.
- g) **"Built-up area"** means the inner measurements of the Apartment at the floor level including projections and balconies, as increased by the thickness of the walls, but does not include common areas shared with other Apartments, including any open terrace so shared;
- h) **"Building"** shall mean the building/tower/block in the said Project where the Allottee/Allottee(s) has been allotted his Flat/Unit/Apartment.
- i) **"Carpet Area"** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. For the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the allottee(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the allottee(s);
- j) **"Common Areas and Facilities developed with Phase-II"** shall mean such common areas and facilities, including Project Land/Phase-II Land, equipments, spaces, etc. being constructed/developed on the Project Land/Phase-II Land and are meant for common use and enjoyment of all the occupants of the Project/Phase-II, occupants/allottees of Phase-I and future phases, if developed upon the remaining Scheduled Land, subject to applicable laws, and more particularly described in **Schedule-4** attached hereto.
- k) **"Common Areas and Facilities developed with Phase-I"** shall mean such common areas and facilities, including Phase-I Land, equipments, spaces, club house, etc. being constructed/developed on the Phase-I Land and are meant for common use and enjoyment of all the occupants of the Phase-I,

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Phase-II and future phases, if developed upon the remaining Scheduled Land, subject to applicable laws.

- l) **"Completion Certificate"** means the completion certificate or such certificate, by whatever name called, issued by the competent authority or by empanelled architect certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.
- m) **"Conveyance Deed"** (i) in respect of the Unit shall mean written instrument executed between the Promoter and the Allottee(s) through which the ownership of the Unit is transferred in favour of Allottee(s) by the Promoter subject to and in accordance with the terms of this Agreement (ii) in respect of the Common Areas and Common Facilities shall mean written instrument executed between the Promoter and the Residents' Association through which the ownership of the Common Areas and Common Facilities is transferred in favour of Residents' Association by the Promoter subject to and in accordance with the terms of this Agreement.
- n) **"Delay Payment Interest"** means the amount to be paid on account of delay in the payment of any/all charges/installment calculated at the Interest Rate (specified herein below) and shall include compensation for any loss caused due to delay in payment or any other loss caused to the promoter.
- o) **"Earnest Amount"** shall mean 10% of the Basic Sale Consideration of the Unit, as mentioned in **Schedule-10 Part A**.
- p) **"Duplex Unit"** shall mean an independent duplex unit being constructed/ developed on the Project Land duly earmarked and segregated from other duplex units by way of external walls, having separate, independent and exclusive existence, capable of being independently and exclusively occupied, meant for residential use only along with exclusive right to use the parking and separate courtyards may be permitted under applicable laws.
- q) **"Interest Rate"** means the interest payable at the rate specified in rule 17 of the rules i.e. State Bank of India Highest Marginal cost of Lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- r) **"Maintenance Agency"** shall mean Shubhashish Maintenance LLP, appointed by the Promoter/Association of Allottee(s) for the purpose of maintenance of the Project.
- s) **"Para"** means a para of this Agreement.
- t) **"Payment Plan"** shall have the meaning ascribed under **Schedule-10 Part B** of this Agreement.
- u) **"Phase-I"** shall mean the first phase of group housing project named 'GEETA' which is being developed on the Phase-I Land, comprising of two blocks namely Block A and Block B, having independent duplex units along with parking spaces, common areas and facilities, open spaces, etc.
- v) **"Phase-I Land"** shall mean a portion of the Scheduled Land, admeasuring 12092.50 sq. mtr. (14462.5096 sq. yds.), earmarked for the purpose of development of the Phase-I, which has been approved by JDA vide its letter dated 29.04.2019 and shown with \_\_\_\_ colour in **Schedule-2 Part C**.
- w) **"Project/Phase-II"** shall mean the second phase of the group housing project named 'GEETA' to be developed on the Project Land/Phase-II Land, comprising of 02 (two) blocks having independent duplex units and 02 (two) Stilt+5 floor buildings comprising of apartments along with parking spaces, common areas and facilities, open spaces, etc.

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- x) **“Project Land/Phase-II Land”** shall mean a portion of the Scheduled Land, admeasuring 11786.60 sq. mtr. (14096.65 sq. yds.), earmarked for the purpose of development of the Project/Phase-II, which has been approved by JDA vide its letter dated 25.01.2021 and is demarcated and shown in **Schedule-2 Part B**.
- y) **“Regulation”** means the Rajasthan Real Estate Regulatory Authority Regulation, 2017, as amended from time to time.
- z) **“Rules”** means the Rajasthan Real Estate (Regulation and Development) Rules, 2017, as amended from time to time.
- aa) **“Schedule”** means the Schedules attached to this Agreement.
- bb) **“Scheduled Land”** shall mean group housing plot (Part B) admeasuring 38116.51 sq. mtr. (45587.35 sq. yds.), corresponding to Khasra Nos. 1550 to 1553, 1554/2903, 1569, 1572 to 1574, 1576, 1577/2904, 1744/2851 in Village Bhankrota, Tehsil Sanganer, and Khasra No. 218 to 221, 224, 225 in Village Chimanpura, Tehsil Sanganer, Jaipur- 302026, Rajasthan on which the project is being developed and includes other phases i.e. project “GEETA” and more specifically described in **Schedule-2 Part A**.
- cc) **“Section”** means the section(s) of the Act.
- dd) **“Super Area”** has no commercial bearing. However, before applicability of Real Estate Regulation Act, immovable properties were generally sold on Super area basis. It is now very difficult for the Allottee(s) to compare between the unit sold on Super Area and the units being sold on Carpet Area basis. Therefore, for the purpose of making it comparable with the properties sold prior to applicability of Real Estate Regulation Act, Super Area of the Unit is being provided. Consideration of the Unit is dependent on Carpet Area and exclusive balcony or verandah.
- ee) **“Total Payable Amount”** means the price provided in the **Schedule-10 Part A** of the Agreement.
- ff) **“Unit”** shall have the meaning ascribed under **Schedule-3** of this Agreement.
- II. *The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.*

## 2. WHEREAS THE PROMOTER DECLARES THAT:

- A. The Promoter is in lawful possession of group housing plot (Part B) admeasuring 38116.51 sq. mtr. (45587.35 sq. yds.), corresponding to Khasra Nos. 1550 to 1553, 1554/2903, 1569, 1572 to 1574, 1576, 1577/2904, 1744/2851 in Village Bhankrota, Tehsil Sanganer, and Khasra No. 218 to 221, 224, 225 in Village Chimanpura, Tehsil Sanganer, Jaipur, Rajasthan (more fully described in the **Schedule-2 Part A** and hereinafter referred to as **“Scheduled Land”**).
- B. That the Promoter has a legal title to the Scheduled Land, including the Project Land/Phase-II Land, with legally valid documents and is a lawful owner of the Scheduled Land. That a Patta dated 11/10/2006 was executed in favour of (1) Shri Balkrishan Jajoo (2) Smt. Geeta Devi Jajoo (3) Smt. Neeta Jajoo (4) Ms. Mudita Jajoo (5) M/s Kay Jay Leasing Limited through Director Mr. Chandresh Jajoo (6) Shri Mangal Ram (7) Shri Gauri Lal (8) Shri Nathu Lal (“owners”) in respect of group housing land admeasuring 72922.65 sq. yds. corresponding to Khasra Nos. 1550 to 1553, 1554/2903, 1569, 1572 to 1574, 1576, 1577/2904, 1744/2851 in Village Bhankrota, Tehsil Sanganer, and Khasra No. 218 to 221, 224, 225 in Village Chimanpura, Tehsil Sanganer, Jaipur- 302026,

For Shri Balkrishan Jajoo and Developers  
**Jai Krishan Jajoo**  
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Rajasthan, which was registered with the office of Sub-Registrar Jaipur-II on 11/10/2006 as Book No. 1, Volume No. 473 at Page No. 162, Serial No. 2006052005815 and the copy of deed filed in Additional Book No. 1, Volume No. 1880 in Pages 157 to 164. Accordingly, the owners became the absolute owners of the said land and were in possession of the same.

- C. Thereafter, the above-named Shri Mangal Ram, Shri Nathu Lal and Shri Gauri Lal sold their undivided shares in above mentioned group housing land through sale deeds executed on 12.10.2006 in favour of Smt. Geeta Devi Jajoo, Smt. Neeta Jajoo and Shri Bal Krishan Jajoo respectively. Said deeds were duly registered in the office of Sub-Registrar Jaipur – I on 13.10.2006 as Book No. 1, Volume No. 391 at Page No. 141, Serial No. 2006051004498 and the copy of deed filed in Additional Book No. 1, Volume No. 1560 in Pages 428 to 436, as Book No. 1, Volume No. 391 at Page No. 142, Serial No. 2006051004499 and the copy of deed filed in Additional Book No. 1, Volume No. 1560 in Pages 437 to 445 and as Book No. 1, Volume No. 391 at Page No. 143, Serial No. 2006051004500 and the copy of deed filed in Additional Book No. 1, Volume No. 1560 in Pages 446 to 454 respectively and got it transferred in JDA vide letter number D-12311 dated 27.11.2006.
- D. Thereafter all the owners of aforesaid group housing land named (1) Shri Balkrishan Jajoo (2) Smt. Geeta Devi Jajoo (3) Smt. Neeta Jajoo (4) Ms. Mudita Maheshwari (Jajoo) (5) M/s Kay Jay Leasing Limited along with (6) Shri Jaikrishan Jajoo, (7) Shri Krishan Kumar Jajoo, (8) Smt. Vijaya Jajoo and (9) Shri Chandresh Jajoo made a partnership firm on 09/02/2007 named M/s. Shubhashish Builders & Developers (“firm”) and introduced the land as capital contribution in the Said Firm.
- E. After that (1) M/s Kay Jay Leasing Limited through Director Mr. Chandresh Jajoo, (2) Shri Krishan Kumar Jajoo, (3) Smt. Vijaya Jajoo and (4) Shri Chandresh Jajoo retired from the partnership firm vide retirement deed dated 04.09.2017. After the retirement of 4 partners, a partition deed dated 04/09/2017 was prepared and the same was registered by the Sub Registrar Jaipur-VI on 05/09/2017 as Book No. 1, Volume No. 236 at Page No. 27, Serial No. 201703020102426 and the copy of deed filed in Additional Book No. 1, Volume No. 939 in Pages 419 to 428. The above partition was done in JDA also. JDA issued site plan vide their letter number D-2205 dated 06.06.2018 for part -B measuring 45587.35 Sq. yards (38116.51 Sq. Mt.) i.e. Scheduled Land.
- After that remaining partners of the firm M/s. Shubhashish Builders & Developers (1) Shri Balkrishan Jajoo (2) Smt. Geeta Devi Jajoo (3) Smt. Neeta Jajoo (4) Ms. Mudita Maheshwari (Jajoo) and (5) Shri Jaikrishan Jajoo continued to carry on the partnership businesses under the same name and style of M/s. Shubhashish Builders & Developers and the partnership deed was made on 09.02.2018.
- F. Shri Balkrishan Jajoo expired on 27/12/2018 and by the virtue of will deed of deceased Shri Balkrishan Jajoo, share of deceased Shri Balkrishan Jajoo was acquired by his son Shri Jai Krishan Jajoo. After that Shri Jai Krishan Jajoo applied for transfer of share of land in aforesaid group housing Plot in the concerned office of JDA, Jaipur and the same has been granted by JDA, Jaipur through its transfer letter No. D-454 dated 01/03/2019 in favour of Shri Jai Krishan Jajoo.
- G. After that remaining partners of the firm M/s. Shubhashish Builders & Developers (1) Smt. Geeta Devi Jajoo (2) Smt. Neeta Jajoo (3) Ms. Mudita Maheshwari (Jajoo) and (4) Shri Jaikrishan Jajoo continued to carry on the partnership businesses under the same name and style of M/s. Shubhashish Builders & Developers, and made a partnership deed executed between them on 11.03.2019.
- H. Smt. Geeta Devi Jajoo expired on 02/04/2019 and by the virtue of will deed of deceased Smt. Geeta Devi Jajoo, share of deceased Smt. Geeta Devi Jajoo was acquired by her son Shri Jai Krishan Jajoo. After that Shri Jai Krishan Jajoo applied for transfer of share of land in aforesaid group housing Plot in the concerned office of JDA, Jaipur on 23.04.2019.
- I. After that remaining partners of firm M/s. Shubhashish Builders & Developers (1) Smt. Neeta Jajoo (2) Ms. Mudita Maheshwari (Jajoo) and (3) Shri Jaikrishan Jajoo continued to carry on the partnership

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businesses under the same name and style of M/s. Shubhashish Builders & Developers under a duly signed partnership deed executed between them on 26.04.2019.

- J. Accordingly, the Promoter became the absolute owner and is in the lawful possession of the Scheduled Land and has legal title to the Scheduled Land with legally valid documents.
- K. The Scheduled Land, including the Project Land/Phase-II Land has been earmarked for the purpose of development of a group housing project.
- L. The Promoter being the absolute owner and in possession of the Scheduled Land framed a scheme for development of Phase-I on a portion of the Scheduled Land i.e. the Phase-I Land (as defined in clause I(v) above), comprising of two blocks i.e. Block A & Block B, having 57 Independent Duplex Unit and Common Areas and Facilities developed with Phase-I and accordingly the maps of Phase-I to be developed on Phase-I Land were approved from JDA and the Phase-I was launched after registration of Phase-I with RERA having RERA Registration no. RAJ/P/2019/1061, with the intention and information to the allottees of Phase-I that in case any subsequent phases are developed by the Promoter on the balance Scheduled Land, the Phase-I and subsequent phases shall be deemed to an integrated project and the common areas and facilities developed with Phase I and common areas and facilities to be developed with subsequent phases will be used by the allottees of Phase I and allottees of subsequent phases also, subject to applicable laws and accordingly there shall be a single Association of Allottees for Phase- I and subsequent phases and the allottees of Phase-I and allottees of subsequent phases shall become member of this Association of Allottees.
- M. That the Promoter after the launch of Phase-I framed the scheme for development of Phase-II on the Phase-II Land (as defined in clause I(x) above) comprising of 41 Duplex Units and Two (02) Stilt + 5 floor buildings having flats along with Common Areas and Facilities developed with Phase-II, with the intention and information to the allottees of Phase-II that the Phase-I, Phase-II and in case any subsequent phases are developed by the Promoter on the balance Scheduled Land, all such phases shall be deemed to an integrated project and the common areas and facilities developed with Phase I and common areas and facilities to be developed with Phase-II and subsequent phases will be used by the allottees of Phase I, Phase II and allottees of subsequent phases also, subject to applicable laws and accordingly there shall be a single Association of Allottees for Phase- I, Phase II and subsequent phases and the allottees of Phase-I, Phase II and allottees of subsequent phases shall become member of this Association of Allottees.
- N. 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 Project Land/Phase-II Land on which Project/Phase-II is to be constructed have been completed.
- O. The said Project Land/Phase-II Land has been earmarked for the purpose of development of group housing project comprising of 41 Duplex Units [G+1 Duplex] and 02 Buildings comprising of apartments and the said Phase-II shall be known as **"GEETA Phase-II"**.
- P. The Jaipur Development Authority has granted the commencement certificate to develop the Project/Phase-II vide its approval dated 25.01.2021.
- Q. The Project Land/Phase-II Land is free from all encumbrances, but the Promoter shall be free to raise loan and mortgage the Scheduled Land (as defined above) subject to the rights of the allottee(s) are taken care of.
- R. The Promoter has conceived planned and is in the process of constructing and developing the Project/Phase-II upon the Project Land/Phase-II Land after getting necessary permissions/ approvals from the concerned competent authorities. The location details of the Project are fully described in the **Schedule-2 Part B.**

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- S. The Project/Phase-II has been registered with the Real Estate Regulatory Authority on \_\_\_\_\_(date) and the Project/Phase-II's Registration Certificate No. is \_\_\_\_\_. This registration is valid till \_\_\_\_\_ unless extended by the Authority. The details of the Promoter and Project/phase-II are also available on the website (www.rera.rajasthan.gov.in) of the Authority.
- T. The layout plan/site plan of the Project/Phase-II has been sanctioned by the Jaipur Development Authority vide its letter bearing no. ज.वि.प्रा./अति.मु.न.नि./बी.पी.सी.(बीपी)/2021/डी-144 dated 25.01.2021 (copy of which is enclosed as **Schedule-2 Part C**).
- U. Approval of specifications of the Project/Phase-II and permission of the Project/Phase-II upto 18.95 meter height under the relevant legal provisions has been accorded by Jaipur Development Authority vide its letter bearing no. ज.वि.प्रा./अति.मु.न.नि./बी.पी.सी.(बीपी)/2021/डी-144 dated 25.01.2021.
- V. 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.
- W. The details of plan of development works to be executed in the proposed Project/Phase-II and the proposed facilities to be provided thereof as provided under clause (e) of sub-section (2) of section 4 of the Act are specifically mentioned in **Schedule-5**.
- X. The details of salient features of the Project/Phase-II and internal development works proposed to be provided in the Project/Phase-II, are specifically mentioned in **Schedule-6**.
- Y. The details of specifications of Unit, proposed to be provided in the Project /Phase-II are specifically mentioned in **Schedule-7**.
- Z. The details of specifications of material used in construction are specifically mentioned in **Schedule-8**.
- AA. The stage wise time-schedule of completion of the Project/Phase-II thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works is specifically mentioned in **Schedule-9**.
- BB. The Promoter has opened a separate account in **HDFC Bank Limited** at **Vaishali Nagar, Jaipur (branch)** for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4.
- CC. The Promoter has made full and true disclosure of the title of the Scheduled Land/ Phase-II Land. The Promoter has also disclosed to the Allottee(s) the nature of its right, title and interest and right to construct Project/Phase-II. The Promoter has made available for inspection of the Allottee(s), all the documents of title relating to the said Project/Phase-II and also the plans, designs and specifications of the said Apartment(s)/ Project/Phase-II prepared by the Architect and of such other document as are specified under the Act, rules and regulations made there under and the Allottee(s) after inspecting all the documents, plans, specifications, location details, etc. in respect of the Scheduled Land and Project/Phase-II/Project Land/Phase-II Land has satisfied himself.
- DD. The Allottee(s), being aware of the Project/Phase-II and details given in the advertisements about the Project/Phase-II made by the Promoter and/or on visiting the Project Land and after carrying out independent due diligence on its own had applied for allotment and to purchase an Unit/Apartment in the Project/Phase-II vide his/her/their/its application ("Application/Registration Form"). The Allottee(s) has also deposited advance payment and more particularly described in the **Schedule-10 Part B** (hereinafter referred to as "Booking Advance") as an advance payment/booking amount (not being more than 10% of the cost of the Unit/Apartment as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining Total Price as well as other dues under this Agreement as per terms and conditions of this Agreement. There are different kinds of

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Unit(s) conceptualized in the said project which may not be the same as sample Unit. The Promoter represents that the Sample Unit (if any) is for representational purposes only and is created to give a look and feel of the Unit in the said Project.

Provided that if the Allottee(s) delays in payment of any amount which is payable as per this Agreement, he shall be liable to pay interest calculated at Interest Rate for the period of delay.

- EE. On application, as aforesaid, the Allottee(s) has been allotted the Unit along with pro rata share in the common areas as defined under clause (n) of section 2 of the Act (more particularly described in **Schedule-3 Part A** and the floor plan of the Unit is annexed hereto and marked as **Schedule-3 Part B** and hereinafter referred to as the "Unit").
- FF. The Parties have gone through all the terms & 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 the all laws, rules, regulations, notifications etc. applicable to the Project/Phase-II.
- GG. 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;
- HH. 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 said Unit.

**NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE ON FOLLOWING TERMS AND CONDITIONS, NAMELY: -**

**1. TERMS**

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the said Unit.
- 1.2 The Total Price for the Unit based on the carpet area with full break up is more particularly described in **Schedule-10 Part A**.

**Explanation:**

- (i) The Total Price above includes the booking amounts paid by the Allottee(s) to the Promoter towards the Unit as mentioned in **Schedule-10 Part B**.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever named called) upto the date of the handing over the possession of the Unit to the allottee and the Project to the Maintenance Society 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(s) to the Promoter shall be increased/reduced based on such change/modification;

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

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- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in **Schedule-10** and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of 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;
- (iv) The Total Price of Unit includes price of land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per terms etc. and includes cost for providing all other facilities, amenities and specification agreed to be provided within the Unit and the Project.
- 1.3 The Basic Sale Consideration includes the booking amount paid by the Allottee(s) to the Promoter towards the said Unit. However, all other charges, which are specifically mentioned in this Agreement and does not form part of the Basic Sale Consideration, shall be paid by the Allottee(s) in addition to Basic Sale Consideration as per this Agreement. The Allottee(s) shall be liable to pay, as and when demanded by the Promoter, GST or any other indirect tax as may be applicable, from time to time on the Basic Sale Consideration of the said Unit, Additional Payments or any other amount as may be payable by the Allottee(s) to the Promoter under this Agreement.
- 1.4 The Basic Sale Consideration of Said Unit does not include and thus in addition to Basic Sale Consideration of said Unit, the Allottee(s) shall be liable to bear and pay cost of providing electric connection for the said Unit, Interest free maintenance security, upfront maintenance charges, documentation charges, charges towards water infrastructure Fund, stamp duty, registration charges, society registration charges and any other charges applicable at the time of registration of this Agreement, Conveyance Deed, sub- lease deed, etc. in respect of the said Unit.
- 1.5 The Allottee(s) shall be liable to pay an amount of Rs. 10,000/- (Rupees Ten Thousand only) in connection with the costs of the preparation, execution, advocate charges for registration and other clerical expenses of this Agreement or related agreements, conveyance or conveyances, transfer deeds, sub lease deed, sale deed and any other document or documents required to be executed by the Promoter for preparation and approval of such documents. However, this amount does not include the stamp duty, registration charges, surcharge amount and any other charges applicable at the time of registration of this Agreement, Conveyance Deed, sub-lease deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s).
- 1.6 The Allottee(s) agrees to pay Interest Free Maintenance Deposit ("IFMD"), Water Infrastructure Fund and Upfront Maintenance Charges directly to the Maintenance Agency for the maintenance of Common Areas and Facilities of the said Project.
- 1.7 The Promoter shall confirm to the final Carpet Areas that has been allotted to the Allottee after in construction of the Unit is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the charges 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 than the Promoter shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Unit, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Term No. 1.2 above.
- 1.8 The Promoter has represented to the Allottee(s) that Promoter will apply to the Public Health & Engineering Department (PHED), Jaipur for providing water to the Project. In case, PHED agrees to provide water to the Project, it may require the Promoter to create an appropriate infrastructure to source and supply water to the Project. PHED may also undertake laying of pipe lines from the pump house till the entrance of the Project. Further water shall be supplied through pipelines from the entrance of the Project to the water tanks and from there water shall be supplied to individual

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Units/Apartments. For creation of water infrastructure, a certain amount shall be required to be deposited with the PHED as per the amount raised by PHED.

- 1.9 The Allottee(s) shall be required to contribute an amount of Rs. 42/- per sq. ft. on Super Built up Area towards creation of water infrastructure fund, which shall be directly remitted to the separate designated account. Any increase or decrease in the demand raised by Government shall be collected/ refunded to/from the Allottee(s) proportionately. The Allottee(s) understands that till the time the infrastructure is developed; water shall be obtained through tankers. The charges of the tankers shall be paid from the interest income earned from the water infrastructure fund and if there is any short fall in the tanker charges shall be recovered from the Allottee(s) on monthly basis.
- 1.10 The Promoter has already received an advance/ booking amount from the Allottee(s) as mentioned in **Schedule-10 Part B** and the Allottee(s) agrees and undertakes to pay the balance amount strictly in accordance with the payment plan give in **Schedule-10 Part B**.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay Delay Payment charges. The Allottee is aware that the taxes including GST shall be payable in addition to the Delay Payment Charges for delay in payment of any due amount under this Agreement.

- 1.11 The Promoter shall periodically intimate to the Allottee(s), through E-Mail/Whatsapp/Written Notice by Registered AD or Courier, the amount payable as stated in payment plan given in **Schedule-10 Part B** ("Payment Plan") and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of change/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- 1.12 The Basic Sale Consideration of the said Unit includes cost of proportionate land, construction of, not only the said Unit but also, internal development charges, external development charges, cost of providing electric wiring, water line and plumbing, finishing with paint, tiles, doors, windows in the said Unit, the right to use the common areas and facilities of Project and includes cost for providing all other facilities, amenities and specification agreed to be provided within the said Unit and the said Project/Phase-II as per this Agreement.
- 1.13 The Basic Sale Consideration of said Unit is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

Provided that if there is any new imposition or increase of any development charges after the expiry of the scheduled date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Promoter by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- 1.14 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 in respect of the said Unit without the previous consent of the Allottee(s) and Promoter shall not make any other additions and alterations in the Approved Plans and specifications of the Common Areas and Facilities developed with Phase II without the previous consent of the 2/3rd of allottee(s) of the Phase-II and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act. However, facilities, services/ development works, amenities, which are not the part of the said Project but may be developed as the part of the subsequent phase on the Scheduled Land, may be changed or

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re located depending upon the nature, requirement and market demand and the Promoter shall not be liable for obtaining consent from the allottee(s) for the same, unless such modifications/ alterations in the facilities, services/ development works, amenities, affect the Allottee(s) directly.

Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of the Act without the consent of the Allottee(s) but after declaration and intimation to the Allottee(s).

- 1.15 The Promoter shall confirm to the final Super Built up Area that has been allotted to the Allottee(s) after the construction of the said Unit is complete, by furnishing details of the changes, if any, in the Super Built up Area. The Basic Sale Consideration and Additional Payments payable for the Super Built up Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area/Super Built up Area then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the Carpet Area/Super Built up Area, the Promoter may demand proportionate increase in Basic Sale Consideration and Additional Payments from the Allottee(s) along with the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments whether refund or payment shall be made in proportion to increase or decrease in the area of the said Unit. The Carpet Area shall always be measured from brick to brick and balcony dimensions shall be up to the outer edge of the balcony slab.
- 1.16 The Allottee(s) hereby agrees and understands that except the said Unit as described in schedule attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any unallotted spaces/ areas in the Project Land/Scheduled Land and such unallotted spaces/saleable area shall remain the exclusive property of the Promoter which it shall be free to deal with in accordance with applicable laws. Convenient shops, Stores, dinning hall, ATM space, Kiosk etc. if any built in any part of the said project are in the nature of the saleable unit and therefore shall be the exclusive property of the Promoter and he shall be free to deal with it.
- 1.17 The Promoter agrees and acknowledges that upon execution of conveyance deed of the said Unit in favour of Allottee(s) as per this Agreement, the Allottee(s) shall have the right to the said Unit as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the said Unit;
  - (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas and facilities. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the Common Areas and Facilities developed with Phase-II to the Association of Allottee(s) after completion of the Phase-II as per the provisions of Act;
  - (iii) The Allottee(s) has the right to visit the Project site to assess the extent of development of the Project and said Unit. The Promoter discourages such kind of visit by the Allottee(s) and his/her family members due to the risks involved at construction site. If the Allottee(s) decides to visit the site, he/she shall only do so after intimating the Promoter or his site engineer and after taking due care and proper safety measures at his own responsibility. The Promoter shall in no way, be held responsible for any accident/mishap involving the Allottee(s) and his accompanying persons while visiting the site. Further the Promoter strictly prohibits the visit of children at the Project construction site.
- 1.18 It is made clear by the Promoter and the Allottee(s) agrees that Duplex Units in the Project contain separate individual parking(s) and adjoining courtyard for the exclusive use of the allottee(s) of respective Duplex Unit(s), which shall be treated as a single indivisible unit for all purposes. Whereas, in respect of flats in the Project, the Promoter shall earmark parking space and shall also assign parking space no. for proper management and utilization of parking area of the Project at the time of conveyance deed, which is more particularly detailed in **Schedule-3**. It has been explained to the Allottee(s) and the Allottee(s) has agreed that the earmarking of car parking space shall be subject to

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the guidelines issued by JDA or any other statutory authority or local body having jurisdiction, or any other applicable statute or regulation or decision of Association of Allottees. The Allottee(s) shall always comply with rules, regulations, guidelines and/or any other directions applicable in this regard.

- 1.19 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the said Unit to the Allottee(s), which is collected from the Allottee(s), for the payment of outgoing/dues. If the Promoter fails to pay all or any of such outgoing/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the said Unit, the Promoter agrees to be liable, even after the transfer of the said Unit, to pay such outgoing/ dues 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 therefore by such authority or person.
- 1.20 The Allottee(s) expressly agrees that the Promoter shall be solely entitled to claim any/ all the refundable amounts deposited by the Promoter to various competent authorities during the entire course of construction of the Project.
- 1.21 That the Project shall always be known as “**GEETA Phase-II**” and the name of the Project shall not be changed except with the consent of the Promoter.

2. **MODE OF PAYMENT:** Subject to the terms of the Agreement and the Promoter abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the Payment Plan through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of \_\_\_\_\_ payable at JAIPUR. The receipt would be valid only after realization of the said cheque / bank draft and effect of credit in the account of the Promoter. In case cheque is dishonored for any reason whatsoever, the Promoter may demand for an administrative handling charge of Rs 1000/-, without prejudice to its other rights under the applicable laws.

### 3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1. The Allottee(s), if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval 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 FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee(s) 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 FEMA or other laws as applicable, as amended from time to time.
- 3.2. The Promoter accepts no responsibility in this regard. The Allottee(s) shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter immediately and comply with necessary formalities if any, under the applicable laws.
- 3.3. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the said Unit in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only and in case of cancellation by Allottee(s), refund in terms of this Agreement shall be made only to Allottee(s).

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4. **ADJUSTEMENT APPROPRIATION OF PAYMENTS:** The Allottee(s) hereby authorize the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee(s) against the said Unit, if any, in his/ her name and the Allottee(s) undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

It is irrevocably agreed by the Allottee(s) herein that on all amounts received, the Promoter shall be entitled to first adjust/ appropriate any amounts paid firstly towards the taxes, charges, levies etc. due and payable on previous installments. Thereafter, towards the interest levied on the previous pending installment (if any) and, thereafter the pending installment and the balance amounts shall be adjusted towards the taxes, charges, levies etc. due and payable on the current installment due and then on the current installment amount.

5. **TIME IS ESSENCE:** 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 Unit to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be.
6. **CONSTRUCTION OF THE PROJECT:** The Allottee(s) has seen, understood and accepted layout plan, specifications, amenities and facilities of the Project and said Unit and accepted the floor plan and payment plan 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 relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and this Agreement, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

The Allottee has accepted and understood that the Promoter is developing the Project/Phase-II on the Phase-II Land as mentioned above and the remaining portion of the Scheduled Land may be developed by the Promoter in future at its sole discretion and as approved by the competent authority.

It is irrevocably agreed by the Allottee that Promoter may request for the extension of the Registration/duration of completion of the Project to the Authority, Allottee gives his irrevocable consent for application of such extension to be filed by the Promoter in this respect and in that case schedule date for the completion of the Project shall be considered the date as extended by the Authority.

7. **POSSESSION OF THE UNIT:**

- 7.1. **Schedule for possession of the said Unit:** The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Unit along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on **28.03.2026**, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of 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 Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) 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 and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the

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Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2. **Procedure for taking possession:** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate.

Provided that, in the absence of local law, the conveyance deed in favor of the Allottee(s) shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. 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. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Unit, as the case may be, to the Allottee at the time of conveyance of the same.

- 7.3. **Failure of Allottee(s) to take possession of Unit** - Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the 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 Unit to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, such Allottee(s) shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.

- 7.4. **Possession of the Allottee** - After obtaining the occupancy certificate and handing over physical possession of the Unit to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:

Provided that, in the absence of any local law, the Promoter shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

- 7.5. **Cancellation by Allottee** - The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee(s) 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. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.

- 7.6. **Compensation:** 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 the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Unit (i) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount

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received by him in respect of the Unit, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Apartment/ Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

#### **8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:**

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

- (i) The Promoter has absolute, clear and marketable title with respect to the Project Land and the requisite rights to carry out development upon the Project Land and absolute, actual, physical and legal possession of the Project Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the Project Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the Project Land, Project, said Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Project Land, said 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 in compliance with all applicable laws in relation to the Project, said Unit and Common Areas and Facilities developed with Phase-II;
- (vi) 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(s) created herein, may prejudicially be affected;
- (vii) 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 Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement;
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;
- (ix) At the time of execution of the conveyance deed of said Unit, the Promoter shall handover lawful, vacant, peaceful, physical possession of the said Unit to the Allottee(s);
- (x) The Promoter shall handover the Common Areas and Facilities Developed with Phase-II to the Association of Allottee(s) in accordance with applicable laws;
- (xi) The Project Land is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Project Land;
- (xii) 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 has been issued and possession of the said Unit along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s) and the Association of Allottee(s) or the competent authority, as the case may be. However, notwithstanding the forgoing, the Allottee(s) shall be liable to pay all taxes, duties, etc. in respect of the said Unit from the date of offer of possession of said Unit even through the Project is not completed;
- (xiii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said land) has been received by or served upon the Promoter, affecting the rights and interest of Allottee(s) in respect of the Project Land and/or the Project.

#### **9. COMPLIANCES BY ALLOTTEE(S) IN RESPECT OF CONVEYANCE AND POSSESSION:**

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Notwithstanding anything referred to in clause 7 hereinabove, the Allottee(s) shall comply with the following, so as to being entitled to receive possession of the Unit:-

- 9.1 The Allottee(s) shall make the timely payment of all instalments as per the Payment Plan/Demand Letters. Timely payment of Total Payable Amount and other payment/charges by the Allottee(s) as per this Agreement shall be the essence of this Agreement. If, the completion of Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit and the Promoter shall not be liable to pay any penalty/interest/compensation during such Force Majeure condition, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented.
- 9.2 The Promoter has informed the Allottee(s) that it shall handover the said Unit to the Allottee(s), as and when the said Unit is completed in accordance with applicable laws, even though the Project may not be completed at the time of offer of such possession. Accordingly, the Allottees(s) agrees to make timely payment of Basic Sale Consideration, Additional Payments and other amounts as per the Payment Plan attached hereto and also agrees to execute conveyance deed of said Unit in its favour and take possession as and when said Unit is complete and offered for possession by Promoter in accordance with the applicable laws.
- 9.3 The Promoter at the time of completion of the Unit in accordance with applicable laws, shall vide "possession offer letter" (i) invite Allottee(s) (along-with details of outstanding dues and stamp duty, registration charges and other incidental charges to be paid by the Allottee(s) to the Promoter as per this Agreement before hand) to execute and register Conveyance Deed of the Unit; and (ii) offer the possession of the said Unit. The Promoter shall, subject to receipt of Total Payable Amount in respect of the Unit as per Payment Plan, delay interest, if any, and such other charges as mentioned under the Agreement from the Allottee(s), shall execute and register a Conveyance Deed and convey the title of the Unit together with proportionate indivisible share in common areas and facilities of Project and also handover possession of the said Unit.. The Allottee(s), after taking possession or upon expiry of period for taking possession as mentioned in possession offer letter, whichever is earlier, agree(s) to pay the maintenance charges as determined by the Promoter or Association of Allottee(s), as the case may be. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. The Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "as is where is basis". The Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like electrical equipment, and transformer, etc. The Allottee(s) shall be responsible and liable for all civil and criminal liabilities, which may accrue qua said Unit. Further, the Allottee(s) shall be liable to pay Rs. 10/- per Sq. Ft. on Super Built Up Area of the said Unit per month as holding charges to the Promoter for the period of delay in taking over the possession of the said Unit.
- 9.4 In case the Allottee(s) cancels/withdraws from the Project without any fault/default of the Promoter, the Promoter shall be entitled to forfeit the Earnest Amount alongwith applicable GST and all/any duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit, Interest on delayed payments (if any) and all other penalties of any nature whatsoever in respect of the Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount shall be returned by the Promoter to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer, subject to execution and registration of cancellation agreement at the cost and expenses of Allottee(s).
- 9.5 **Cancellation by Allottee after Completion Certificate** - Where the Allottee(s) proposes to cancel or withdraw from the said Project without any fault of the Promoter after receipt of the Completion Certificate of the said Project, the Promoter shall be entitled to forfeit twice the Earnest Amount, all

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taxes, duties, cess etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit, as on the date of such termination, from the amounts paid by the Allottee(s) till such date and the balance amount of the money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realised from the such new allottee/buyer, subject to execution and registration of cancellation agreement at the cost and expenses of Allottee(s).

## 10. EVENTS OF DEFAULTS AND CONSEQUENCES:

10.1. Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events, namely:-

- (i) The Promoter fails to provide ready to move in possession of the said Unit to the Allottee(s), without any default on the part of the Allottee(s) within the time period specified in this Agreement. For the purpose of this clause, 'ready to move in possession' shall mean that the said 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 partial completion certificate/completion certificate, as the case may be, has been issued by the competent authority or Project is deemed to be completed;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

10.2. In case of default by the Promoter under the conditions listed above and subject to the condition that there is no default on part of Allottee(s). Allottee(s) is entitled to the following: -

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or

The Allottee(s) 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(s) under any head whatsoever towards the purchase of the said Unit, along with interest but after deducting taxes, duties paid to the government within forty-five (45) days of receiving the termination notice, subject to execution and registration of cancellation agreement by Allottee(s). Further, it is clarified that the interest on the said payment shall be calculated from the date of last installment paid by the Allottee.

- (ii) Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the said Unit, which shall be paid by the Promoter to the Allottee within forty-five (45) days of it becoming due. Further, it is clarified that the interest on the said payment shall be calculated from the date of last installment paid by the Allottee.

10.3. The Allottee(s) shall be considered having committed a default, on the occurrence of any one or more of the following events:

- (i) In case the Allottee(s) fails to make payments for demands made by the Promoter as per the Payment Plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond 02 consecutive months after notice from the Promoter in this regard.
- (iii) After the issuance of possession offer letter, failure on the part of the Allottee(s) to deposit the stamp duty/registration charges/any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the possession offer letter;

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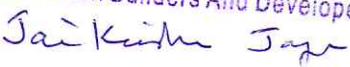
- (iv) After the issuance of possession offer letter, the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of conveyance deed of the said Unit and/or taking possession of said Unit within the period mentioned in possession offer letter;
- (v) Breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (vi) Violation of any of the Applicable Laws on the part of the Allottee(s).

10.4. In such circumstances the Promoter's rights/remedies are:

- a) In case of default mentioned in clause 10.3(i) above, the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the Promoter and ending on the date of the payment of such overdue amounts by the Allottee(s) to the Promoter;
- b) In case of default mentioned in clause 10.3 (ii) above, the Promoter shall be entitled to cancel the allotment by terminating this Agreement by serving a notice of 30 days prior to such termination to the Allottee(s) in this regard;
- c) Upon occurrence of event of default mentioned in Clause 10.3(iii), (iv), (v) and (vi) the Promoter shall have the option to terminate this Agreement as mentioned in Clause 10.4(b). Further till the time Promoter exercise the right to terminate this Agreement it shall be entitled to (a) recover interest (b) recover maintenance charges with applicable taxes from the date of issuance of possession offer letter; (c) recover holding/ safeguarding charges Rs. 10 for per Sq. Ft. on the Super Built up area of the said Unit on monthly basis; (d) taxes (e); withhold registration of the conveyance deed of the said Unit in favour of the Allottee(s); and to refuse possession of said Unit to the Allottee(s) till payment of amounts is recovered;
- d) The rights and remedies of the Promoter under this clause shall be in addition to other rights and remedies available to the Promoter under applicable laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the Promoter of its right of charging such interest or of the other rights mentioned in this Agreement;
- e) Upon termination of this Agreement by the Promoter as mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the said Unit. The Promoter shall be entitled to sell the said Unit to any other person or otherwise deal with the said Unit in any manner whatsoever and the Promoter shall be entitled to forfeit/adjust/deduct the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest after sale of Unit to a new allottee/buyer from the amounts realised from such new allottee/buyer:
  - (i) The Earnest Amount;
  - (ii) All the taxes, duties, cess deposited by the Promoter to the concerned department/authority in respect of the said Unit ;
  - (iii) The interest paid/payable by the Allottee(s) to the Promoter, any actual loss, brokerage, if applicable;

Further, the Promoter shall not be liable to repay the taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit, however, the Allottee(s) shall be free to claim refund from concerned department;

Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate compliant/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

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That the Allottee hereby agree that in case of cancellation/termination of this Agreement by the Allottee in the manner mentioned herein-above or by the Promoter as per this Agreement, the refundable amount, if any, shall be refunded by the Promoter to the Allottee(s) only after execution and registration of cancellation agreement by the Allottee and the stamp duty and registration charges of the same shall be borne and paid by the Allottee(s).

## **11. MAINTENANCE OF THE PROJECT/PHASE-II**

- 11.1 That until the takeover of the Common Areas and Facilities developed with Phase-II by the Association of Allottees in accordance with the Act, the Promoter shall maintain the Common Areas and Facilities developed with Phase-II at reasonable charges alongwith applicable taxes..
- 11.2 That one of the factors for the Allottee(s) to buy unit in its Project is that the Promoter is known for appropriate standards of maintenance and management services in relation to its project through its associate Shubhashish Maintenance LLP ("Maintenance Agency"). Maintenance Agency has very rich and vast experience and expertise in the management and maintenance of large size high rise residential projects having all modern equipments, amenities and facilities such as club house, swimming pool, gym, STP, water treatment plant, power back up system, reticulated pipe gas network, video door phone, CCTV surveillance system or other modern security system, lifts, horticulture etc. The Allottee(s) is aware that due to qualitative and cost effective maintenance of its projects, the Maintenance Agency is able to maintain the beauty and aesthetic look of its projects consistently which not only increases the life of its projects but gives appreciation to the value of the projects. Apart from qualitative maintenance of the project, Maintenance Agency organizes various sports, cultural and festive activities from time to time for the benefit and enjoyment of the residents which ultimately provides a good lifestyle to the residents. The Allottee(s) understands that other allottees have also booked/bought units in its projects because of the above characteristics of Maintenance Agency. Accordingly, the Maintenance Agency is being appointed to carry out the maintenance of the said Project/Whole Project "Geeta" at competitive prices.
- 11.3 The owners of the units/apartments in Phase-I, Phase-II and future phases, which forms part of the Whole Project "Geeta" shall formed an association by the name "GEETA Owners Association", under Rajasthan Societies Registration Act, 1860 for Phase-I, Phase-II and future phases of the Whole Project. "GEETA Owners Association" has a set of bye-laws (hereafter referred to as "Bye-Laws") which shall govern the Association and the members of the Association i.e. the unit owners in the Whole Project "Geeta". All the owners of units/apartments in Phase-I, Phase-II and future phases of the Whole Project "Geeta" shall become members of the "GEETA Owners Association" by payment of membership fees and shall abide by the Bye-Laws of the "GEETA Owners Association". The Allottee(s) shall become a member of the "GEETA Owners Association" by signing necessary forms/documents for the said Unit and hereby undertakes to comply with the Bye-Laws in letter and spirit. The Allottee(s) is aware that there will be a separate association for EWS/LIG Block i.e. "Ram Awas", which shall govern the management of "Ram Awas Owners Association". It shall be independent of "GEETA Owners Association".
- 11.4 The Allottee(s) shall not raise any objection, if any changes or modifications are made in the draft Bye-Laws as may be required by the Registrar of societies or other competent authority as the occasion may demand.
- 11.5 The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities developed with Phase-I, Common Area and Facilities developed with Phase-II and common areas and facilities of future phases, if developed upon remaining Scheduled Land shall be subject to timely payment of total maintenance charges and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified under this Agreement as well as by the Association of Allottees from time to time.
- 11.6 Allottee(s) shall be bound by all the terms and conditions of the Agreement of Association, Bye- Laws, maintenance agreement and any other agreement entered by the Association of Allottees and any decisions taken by the Association of Allottees as per its Bye -Laws.
- 11.7 The Promoter shall transfer the amount collected towards IFMD and Water Infrastructure Fund to the Association of Allottees without any interest at the time of takeover of Common Areas and Facilities developed on Phase-II by the Association of Allottees.

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- 11.8 That as and when the Common Areas and Facilities developed with Phase-II are taken over by the Association of Allottees, the Association of Allottees will remain responsible for maintenance, repairs, safety and security of such common areas and facilities from the date of taking over.
- 11.9 The Allottee(s) shall be liable to pay proportionate common electric charges, sewerage charges and water charges from the date of offer of possession of said Unit in proportion to the area owned by them or occupied by them.

12. **DEFECT LIABILITY:** 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 this Agreement relating to such development is brought to the notice of the Promoter within a period of five (5) years by the allottee(s) from the date of handing over the first possession in the said Project, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days from the date on which the Promoter was informed, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

In this case it is important to note that there can be slight hairline cracks, due to temperature variations and heterogeneous nature of construction for which the Promoter shall not be liable as stated above in case of any other defect pointed by the Allottee, the same shall be referred to a registered architect or engineer and on the basis of the report of the said architect or engineer it shall be concluded whether the defect stated by Allottee(s) falls under the provision of the Act.

However, in case any damage to the said Unit is caused by the Allottee(s) and/or any reasonable wear and tear and/or and/ or improper maintenance and undue negligence on the part of the Allottee(s)/Association of Allottees and/or any damaged caused due to force majeure shall not be covered under defect liability.

That the Promoter does not take guarantee or warranty for defects/malfunction in the fittings and equipments installed in the said Unit, which are manufacturing by third parties and are installed in the said Unit and/or Project. However, the Allottee shall be free to contact the respective makers of such fittings and equipments, if such fittings and equipments shows any defect or malfunction, during subsistence of its warranty, if any.

13. **RIGHT TO ENTER THE UNIT FOR REPAIRS:**

The Promoter/Association of Allottees or their nominees shall have rights of unrestricted access of all common areas, parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/Association of Allottees to enter into the said 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.

14. **CLUB HOUSE FACILITIES:**

That after the execution and registration of the Conveyance Deed in favour of the Allottee(s), the Allottee(s) shall be entitled to use the club house to be developed with Phase-I. However, the Allottee(s) shall be required to fill requisite form(s) and sign necessary documents as may be required by the Association of Allottees/Promoter or any other entity appointed for the purpose of maintenance and management of the club house. Further, the Association of Allottees/Promoter or any other entity appointed for the purpose of maintenance and management of the club house in the Project, may make necessary rules in respect of usage of facilities and services in the club house and may also prescribe necessary usage charges in respect of facilities and services to be provided in the club house for proper maintenance and management of club house. The Allottee(s) hereby agrees to abide by such rules made by the concerned entity and to pay prescribed charges for usage of facilities and services.

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It is clearly understood by the Allottee(s) that the allottees of units/spaces of other phases developed/to be developed on remaining Scheduled Land shall also be entitled to use the club house along with allottees of the Project by paying applicable membership fee (if any).

The Allottee(s) understands and accepts that the completion and handing over possession of the said Unit has no connection and correlation with the said Club becoming operational and the Allottee(s) shall not raise any claim or objection in this regard.

**15. GENERAL COMPLIANCE WITH RESPECT TO THE SAID UNIT:**

- i. Subject to Term 7 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Unit or the common passages, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit, and keep the said Unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the said Unit is not in any way damaged or jeopardized.
- ii. The Allottee(s) shall be solely responsible for taking insurance of the Unit and the goods in the Unit at its own cost and expenses.
- iii. The Allottee(s) further undertakes, assures and guarantees that he/she would not put any sign-board/nameplate, neon light, publicity material or advertisement material etc. on the face and facade of the building or anywhere on the exterior of the project, building there in or common areas. The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior side of the windows or carry out any change in the exterior elevation or design, as the said Unit have some basic features like uniform elevation, outside colour scheme of exposed walls, parking space and adjoining courtyard to maintain uniformity and aesthetic sense of said Project. It shall be preserved and maintained for all time and Allottee(s) shall not be entitled to alter/change its basic features in any manner whatsoever.
- iv. Further, the Allottee shall not store any hazardous or combustible goods in the said Unit, or place any kind of thing, articles, goods or heavy material in the common passages, pavements, Streets, open compound or staircase of the building and the Promoter/AOA shall be entitled to remove the same without giving any notice to the Allottee and to take them in its custody at the cost, risk and responsibility of the Allottee. The Promoter/AOA shall have the authority to dispose off the same without any notice or accountability to Allottee and no claim of any sort whatsoever shall be made by the Allottee against the Promoter in respect of such goods/things. The allottee shall also not remove any wall, including the outer and load bearing wall of the said Unit.
- v. The Allottee shall plan and distribute its electrical load in conformity with the electrical systems installed by the Promoter and there after the Association of Allottees and /or maintenance agency appointed by Association of Allottee. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid condition.
- vi. The Allottee(s) understands and agrees that all fixture and fitting including air conditioners, coolers etc. shall be installed by him at the place earmarked or approved by the Promoter/ Association of Allottees and nowhere else. Non-observance of the provisions of this clause shall entitle the Promoter or Association of Allottees, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- vii. The Allottee understands and agrees that the said ownership rights in the said Unit shall be sold to the Allottee only for the specified purpose of being used as residential unit subject to the specific condition

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that the Allottee(s) shall have no right to use the said Unit for the business, workshop, factory, bar, gambling house/lodging house, noisy, offensive, obnoxious, immoral or for any illegal purposes. The Allottee(s) has further specifically agreed that he shall not himself use or permit any other person to use the said Unit for the purpose other than that for which the said Unit is being sold to him. In the case of violation of this condition the Promoter/AOA shall be entitled to take steps to enforce the conditions laid down in this clause apart from their right to claim damages from the Allottee(s) and the right to take such other action or seek such other legal remedy as the Promoter/AOA may decide for restraining the Allottee(s) from making a use prohibited by this Agreement.

- viii. The Allottee shall not use the said Unit and/or Common Area/Common Parts/ Facility in the project for any purpose, which may or is likely to cause nuisance or annoyance to owners/occupants of other units and/or Common Area/Common Parts/Facility of the Project/Building.
- ix. The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/lawns/roof-top/terrace under his/her/its use.
- x. The Allottee(s) shall not do or suffer anything to be done in or about the said Unit which may tend to cause damages to any Common Area/ Roads/ passage in the said Unit/Streets of the Project, or in any manner interfere with the use thereof or of any open space, garden/park, parking, passage or amenities available for common use.
- xi. The Allottee(s) shall not at any time demolish the structure of the said Unit, or any part thereof and not make or cause to be made any additions or alterations of whatever nature to the said Unit or any part thereof. The Allottee(s) may, however, make suitable changes in the said Unit and other internal alterations and additions as per the terms of this Agreement or the maintenance agreement, as the case may be, without causing damage or harm to the main structure as well as the ceiling of said Unit & architectural aspect thereof but only with the prior approval/consent of the Promoter in writing. Provided that if any such additions or alterations, require the prior approval or permission of any municipality or any other local body or government authority, the Allottee(s) shall not carry out such additions or alterations or erections without obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction/ permission on payment of fee, tax, etc.
- xii. That the Allottee(s) shall carry out day-to-day maintenance of the said Unit and fixtures and fittings installed therein including painting, polishing of interiors, electrical fittings & maintenance, plumbing, sewer drainage, cleaning & maintenance of the said Unit at its own costs without affecting and disturbing other occupants.
- xiii. The Allottee(s) shall comply with and carryout all the required requisitions, demands and repairs which are required by any Development Authority / Municipal Authority / Government or any other Competent Authority including Maintenance Agency in respect of the said Unit, at his own cost and keep the Promoter indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requisitions, demands and repairs.
- xiv. The Allottee agrees and undertakes that he/she shall join Association of Allottees as may be formed by the Promoter on behalf of the unit holders, and to pay any fees, subscription charges thereof and to complete such documentation and formalities as may be deemed necessary for this purpose.
- xv. The Allottee(s) shall be liable to pay house-tax, property-tax, fire-fighting tax or any other fee, cess or tax as applicable under law, as and when levied by any local body or authority and so long as the said Unit of the Allottee(s) is not separately assessed to such taxes, fees or cess, the same shall be paid by the Allottee(s) in proportion to the Super Built up Area of Unit. If the Promoter/AOA has to pay the aforesaid amounts on the behalf of the Allottee(s), the Allottee(s) shall be liable to reimburse the same to the Promoter/AOA within 15 days from the date of notice in this regard from the Promoter/AOA,

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failing which the Promoter/AOA shall be entitled to interest at the Interest Rate for the period commencing on the date on which the Promoter/AOA paid the said amounts to the concerned authorities and ending on the date on which the Allottee(s) pays the said amounts to the Promoter/AOA. All taxes charges, cesses, levies etc shall be payable by the Allottee even if such demand is raised by the Authorities retrospectively after possession and/or conveyance of said Unit and such demands shall be treated as unpaid consideration of Unit and the Promoter shall have first charge/lien on Unit for recovery of such demands from the Allottee(s).

- xvi. The Allottee(s) undertakes not to sub-divide the said Unit, agreed to be sold to him / her. The Allottee further undertakes that in case it transfers its right and interests in the said Unit, in favour of any person/promoter by way of sale, mortgage, tenancy, license, gift or in any other manner, such person / Promoter so induced by the allottee shall also be bound by the terms and conditions of this Agreement.
- xvii. The Allottee(s) understands and agrees that each space of the Project not separately assessed for municipal taxes etc. the Allottee shall pay proportionate share of the Municipal Taxes, Ground Rent, Land and Building Tax and other Statutory taxes assessed on the whole Project, Such Taxes Fees etc. shall be paid by Allottee(s) in proportion to the Super Built up Area. Such apportionment shall be made by the Promoter/AOA and the same shall be conclusive, final and binding upon the Allottee(s) and the Allottee(s) shall promptly pay such proportionate amount of tax.
- xviii. The Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. paradise or other structures in the said unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the said unit.
- xix. In case the Allottee(s) wants to avail of a loan facility from any financial institution/Bank to facilitate the purchase of said Unit applied for, the Promoter shall facilitate the process subject to the following:
  - a. Any financing agreement between FI/Bank and the Allottee shall be entered into by the Allottee(s) at its sole cost, expense, liability, risk and consequences.
  - b. The terms and conditions of financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
  - c. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per the payment schedule, shall be ensured by the Allottee(s), failing which, the delay payment charges shall be applicable.
  - d. In case of default in repayment of dues of the financial institution/agency by the Allottee(s), Promoter may cancel the allotment of the said Unit with the consent of Financial Institution/agency and in such case parties shall complied the terms and conditions of the Tripartite/Quadpartite Agreement.
- xx. The Allottee understands that the Project comprises of parking with each individual duplex unit and apartments, and Allottees shall use only those parking spaces across the Project for the Allottee(s) exclusive use and open parking in the Project will be provided for the visitors only. The Allottee(s) shall not use the parking space for any other purpose other than parking the vehicle. Further, Allottee(s) shall not fix the gate or any other cover in front of the parking space, this shall remain open. The Allottee(s) agrees that the Parking Space allotted to him/her is inseparable and an integral part of the said Unit. The Allottee(s) agrees that the parking space allotted shall automatically be cancelled in the event of cancellation, surrender, relinquishment, and repossession etc. of the said Unit under any of the provisions of this Agreement.
- xxi. That in case Tax Deduction at Source (TDS) with respect of the said unit is applicable, the Allottee(s) has to deduct the applicable Tax Deduction at Source (TDS) at the time of making of actual payment or credit of such sum to the account of the Promoter, whichever is earlier as per Section 194-IA in the Income Tax Act, 1961. Further, the Allottee(s) shall submit the original TDS certificate within the prescribed timelines mentioned in the Income Tax Act, 1961.

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- xxii. The Allottee(s) expressly agrees that the Promoter shall be solely entitled to claim any/all the refundable amounts deposited by the Promoter to various competent authorities during the entire course of construction of the Project.
- xxiii. **Electricity Connection:**
- a) That the Allottee(s) shall be required to get and maintain separate electric connection for the said Unit in his own name from Electric Department and the entire cost of the electric meter and its fixation charges, cabling, MCB, main switch and other fittings shall be borne by him and shall be reimbursed to the Promoter if the same is paid by the Promoter. The Allottee(s) shall be entitled to avail and get electric connection from Electric Department only after the aforesaid obligations are complied with and N.O.C. is obtained from Promoter by him.
  - b) The Allottee(s) will ensure to use similar material for electrical wiring, switch gear, air-conditioning ducting, plumbing and all such service utilities which are connected to the main equipment/service of the Project. The Allottee(s) shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter.
  - c) Electric charges for the separate meter installed for common facility like parking area, outer development staircase, corridors, gates, control room etc. shall be paid by the Allottee(s) in proportion to the area of the said Unit as per demand by the Promoter/AOA.
- xxiv. The Allottee(s) understands and agrees that in the event of paucity or non-availability of any material and/or brand the Promoter may use alternative materials/ article and/or equivalent brand, but of similar material susceptible to staining and variations in shade and pattern. The Promoter shall not be held liable in any manner whatsoever for the same.
- xxv. The Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Building/Project or lead to increase in premium payable in respect of the insurance of the Building/Project and/or the Unit.
- xxvi. That if the Allottee(s) intends to carry out the interior adaptations and interior works in the said Unit, he shall seek prior permission of the Promoter/Association of Allottees, which shall permit the same subject to appropriate conditions.
- xxvii. The Allottee(s) shall ensure complete safety of material and the equipment kept in the Unit, to be used or useable in the interior works undertaken by the Allottee(s) and the Promoter/Association of Allottees shall not be responsible or liable in case of theft, pilferage or misplacement of such materials or equipment. Further, the Promoter/ Association of Allottees shall not be liable for any accident or injury caused or occasioned to any employee or workman engaged by the Allottee(s) for doing the interiors in the Unit or any job or work relating thereto. Such liabilities or claims, if any, shall be satisfied by the Allottee(s) itself/himself /themselves. The Allottee(s) shall indemnify and keep the Promoter/Association of Allottees harmless against all such claims or liabilities.
- xxviii. After handing over of the said Project, it shall be the responsibility of the Association of Allottees for obtaining/renewal of insurance for the Project and pay insurance premiums.
- xxix. The Promoter shall have exclusive right over the parapet walls and all outer walls of the building and/or project including all elevation features and shall always be entitled to use the same in any manner without the hindrance of the Allottee(s)/Association of Allottees. The Promoter shall be exclusively entitled to install signage, hoardings, advertisement and/or perform any kind of branding activities for any of its project at any suitable place in the Project and the Allottee/ Association of Allottees shall not have any objection to it.
- xxx. Allottee(s) understands that after the possession of the said Unit/Project is handed over or after getting the completion certificate of the project from concerned local authority, if any work thereafter, is required to be carried out by the Government or Municipality or any statutory authority, the same shall

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be carried out by the Allottee(s) in co-operation with the occupants of the other units in the said Project at their own costs and the Promoter shall not be in any manner liable or responsible for the same.

- xxx. The Allottee(s) recognizes that the Unit is being serviced by the Maintenance Agency and that any other external agency appointed by Maintenance Agency would be detrimental to the interest of the Unit's/Project's maintenance and upkeep.
- xxxii. It is in the interest of the Allottee(s), to help the Association of Allottees in effectively keeping the Unit and/or the Project secured in all ways, For the purpose of security, the Association of Allottees would be free to restrict and regulate the entry of visitors into the building/ Project.
- xxxiii. Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the building in which the Unit is situated and shall dispose the waste by following the waste disposal mechanism of the Project.
- xxxiv. The Allottee(s) shall not be permitted to close/cover the verandah or balconies or common passages or common corridors or staircase even if particular floor(s) are occupied by the same party. The Allottee(s) shall be allowed usage of only Bird Nets for covering balconies for which the make, size, pattern, style and brand for the Bird Nets shall be specified by the Maintenance Agency/Association of Allottees, so as to maintain uniformity. It should be installed in a manner that it does not affect neighbours and also does not hamper the aesthetics of the Project.
- xxxv. That the Allottee(s) shall permit the Promoter/Association of Allottees or its nominee and their surveyors and agents with or without workmen at all reasonable times to enter into the Unit to examine the state and conditions thereof and the Allottee(s) agrees to make good within one (1) month of dispatch of notice, all defects, delays and repairs pertaining to which such notice in writing has been given by the Promoter/Association of Allottees to the Allottee(s).

16. **USAGE:**

*Use of service areas:-* The service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Maintenance Association for rendering maintenance services.

17. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:** The Parties are entering into this Agreement for the allotment of the said Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

Association of Allottees shall be liable and responsible for applying, or obtaining renewal of statutory approvals which are required for the said Project in future after conveyance of common areas in favour of Association of Allottees. The Allottee(s) and occupants of other Units without any reference to the Promoter shall be entitled to approach the requisite authority for any such renewals Failure to get statutory approvals within the prescribed time and/or consequences resulting due to non- renewal of the statutory approvals shall not cast any liability on the Promoter.

18. **ADDITIONAL CONSTRUCTIONS:** The Promoter undertakes that except in accordance with applicable laws, it has no right to make additions or to put up additional structure anywhere in the Project after the project plan, layout plans, sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act and as mentioned in this Agreement for future construction and development.

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19. **PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:** After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Unit. However the Promoter can raise finance, loan from any financial institution/Bank by way of mortgage/charge securitization of receivables or in any other mode or manner by charge/mortgage of the Project without affecting the rights and interest of the Allottee(s) in respect of the Unit under this Agreement.
20. **BINDING EFFECT:** Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar of Jaipur District as and when intimated by the Promoter. 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(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever but after deducting cost of preparation of this Agreement, postal cost, advocate fee and taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the said Unit and deducting reasonable administrative charges as may be decided by the Promoter.
21. **ENTIRE AGREEMENT:** 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 Unit.
22. **RIGHT TO AMEND:** This Agreement may only be amended through written consent of the Parties. Any clause hereof cannot be orally changed, terminated or waived. Any changes or additional clauses must be set forth in writing duly signed by both the parties which only shall be valid.
23. **PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES:** 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 said Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the said Unit, in case of a transfer, as the said obligations go along with the said Unit for all intents and purposes.
24. **BROKERAGE:** In case the Allottee(s) has to pay any commission or brokerage to any person or services rendered by such person to the Allottee(s) whether in or outside India for acquiring the Unit for the Allottee(s), the Promoter shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Promoter for the Unit.
25. **METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:** Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottees in the Project, the same shall be the proportion which the carpet area of the Unit bears to the total carpet area of all the Units in the Project.
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 the Act or the Rules and

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*Jaikrishna Jaji*

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Regulations made thereunder or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

27. **WAIVER NOT A LIMITATION TO ENFORCE:** 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(s) in not making payments as per the Payment Plan mentioned in this Agreement including waving 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 or as the case may be, in the case of delay in other payments or other occasions by the Allottee(s).

Failure on 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. Accordingly, any waiver by any party shall be in writing.

28. **FURTHER ASSURANCES:** 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.

29. **PLACE OF EXECUTION:** The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s) after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Jaipur, Rajasthan. Hence this Agreement shall be deemed to have been executed at Jaipur (Rajasthan).

30. **NOTICES:** All the notices to be served on the Allottee(s) and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee(s) or the Promoter by registered post at their respective addresses specified in this Agreement.

It shall be the duty of the Parties to inform each other of any changes 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(s), as the case may be.

31. **JOINT ALLOTTEE:** 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 Allottee(s).

32. **SAVINGS:** Any application, letter, allotment letter or any other document signed by the Allottee(s), in respect of the said Unit, or project, as the case may be, prior to the execution and registration of the agreement for sale for said Unit, or project, as the case may be, shall not be construed to limit the rights and interests of the allottee or the promoter under the agreement for sale, under the Act, the rules or the regulations made thereunder.

33. **JURISDICTION:** That, the High Court of Judicature for Rajasthan, at Jaipur bench or courts subordinate to it alone shall have jurisdiction in all matters arising out of touching and/or concerning this transaction.

34. **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 Act, rules and regulations made thereunder including other applicable laws of India for the time being in force.

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Jai Krishna Jyoti

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35. **DISCLOSURE:** That the Allottee(s) has entered into this Agreement with full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the Promoter, title documents of the Promoter, sale deeds and arrangements, entered into by the Promoter with several other persons and subject to all present and future laws, rules, regulation, bye-laws applicable to this area, including terms and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of Rajasthan in this regard and to such other regulations as the Promoter may from time to time promulgate and the Allottee has familiarized himself with all the aforesaid title documents, sale deeds, undertakings, conditions etc.
36. **ASSIGNMENT:** The Allottee(s) shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit, if allowed by relevant provisions of laws. The nominee(s) shall be bound by the terms and conditions of this Agreement. The Allottee(s) assures that the Promoter shall not be liable on any account, whatsoever, in respect of any transaction between the allottee and his / her nominee(s). It is distinctly understood by the Allottee(s) that upon such transfer, the Allottee(s) shall no more be entitled to any privileges and facilities, if any, available in the said Unit arising from the allotment of the said Unit. The terms and conditions of this Agreement, shall be binding upon the nominee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

In case the Allottee(s) wants to transfer the rights under the Agreement to Sell after obtaining prior written consent of the Promoter to his/her spouse/children/parents and HUF, the Promoter shall not charge any Transfer Fee for such transfer. However, in case of transfers to others (if allowed by relevant provisions of laws), the Allottee(s) of the said Unit shall be liable to pay Transfer Fee of Rs. 80/- per Sq. Ft. on Super Built up Area (plus GST and other applicable taxes) of the said Unit to the Promoter for each subsequent transfers. The terms and conditions of this Agreement, shall be binding upon the transferee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

The Allottee and the persons to whom the said Unit is sold, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter and / or its nominee may ask it to do from time to time which are required under the Act. Such transfer shall be done only after receipt of No Objection Certificate from the Promoter/ AOA. In case any government taxes, income tax, cess, levy, duty is payable in such respect, the Allottee(s) shall be solely liable to pay such government taxes, cess, levy, duty etc.

37. **INDEMNIFICATION:** The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/or State and local laws and/or of any of the provisions of this Agreement and/or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in this agreement due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement (vii) termination of this Agreement by the Promoter due to any default/delay on the part of the Allottee(s).

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*Jai Krishna Jogi*

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- a) The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- b) The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

38. **SPECIFIC PERFORMANCE:** The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice to any and all other rights and remedies the Promoter may have, the Promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the Promoter may have under law or in equity or pursuant hereto.

### 39. **DISPUTES**

39.1 All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/allotment letter or its termination including the interpretation and validity thereof and the respective rights and obligations of the Parties shall be settled amicably by mutual discussions between the Parties, failing which the issues shall be settled in the manner as provided under the Act.

39.2 In case of non-compliance of any obligation cast upon the Promoter or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

40. That all annexure and Schedules annexed with Agreement are integral part of this Agreement.

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

**IN WITNESS WHEREOF** parties herein above named have set their respective hands and signed this Agreement for sale at Jaipur in the presence of attesting witness, signing as such on the day first above written.

**Signed and delivered by the within named Allottee(s) in the presence of witnesses on the day, date and place mentioned above.**

Passport size photograph with signature across the photograph (First- Allottee)	Passport size Photograph with signature across the photograph (Second- Allottee)	Passport size photograph with signature across the photograph (Third- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)	Signature (Name) (Third-Allottee)

For Shubhashish Builders And Developers

*Jackman Jy*  
Authorised Signatory

Signed and delivered by the within named Promoter in the presence of witnesses on the day, date and place mentioned above.

PROMOTER For and on behalf of M/s. Shubhashish Builders and Developers
Name Signature Designation
WITNESSES 1- Signature Name Address 2- Signature Name Address

For Shubhashish Builders And Developers

*Jai Kishan J*

Authorised Signatory

**SCHEDULE-1**  
**Description of the Allottee(s)**

Mr./Mrs./Ms..... son/daughter/wife of Mr. .... aged  
about ..... years, R/o..... (Aadhar No. ....) (PAN  
.....)

JOINTLY WITH (*if applicable*)

Mr./Mrs./Ms..... son/daughter/wife of Mr. .... aged  
about ..... years, R/o..... (Aadhar No. ....) (PAN  
.....)

(hereinafter singly/jointly, as the case may be, referred to as the "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees).

**SCHEDULE-2**

**Part A**

**(Details of land holdings of the Promoter and location of the Scheduled Land)**

The piece and parcel of the plot of land admeasuring 38116.51 sq. mtr. and there about lying and situated at 'Part B' of Khasra Nos. 1550 to 1553, 1554/2903, 1569, 1572 to 1574, 1576, 1577/2904, 1744/2851 in Village Bhankrota, Tehsil Sanganer, and Khasra No. 218 to 221, 224, 225 in Village Chimanpura, Tehsil Sanganer, Jaipur- 302026, Rajasthan, Bounded on the:-

In North	:	Other's Land
In South	:	Other's Land
In East	:	Road and Other's Land
In West	:	Other's Land

And measuring

North to South 271.74 Mt. (Max Point)

East to West 182.33 Mt. (Max Point)

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**SCHEDULE-2**  
**Part B**  
**(Details of location of the Project Land)**

The piece and parcel of the plot of land admeasuring 11786.60 sq. mtr. and there about lying and situated at 'Part B' of Khasra No. 1550 to 1553, 1554/2903, 1569, 1572 to 1574, 1576, 1577/2904, 1744/2851 in Village Bhankrota, Tehsil Sanganer and Khasra No. 218 to 221, 224, 225 in Village Chimanpura, Tehsil Sanganer, Jaipur, Bounded on the:-

In North	:	Other's Land
In South	:	Road and Other's Land
In East	:	Other's Land
In West	:	Other's Land

**SCHEDULE-2**  
**Part C**  
**(Layout Plan of the Project)**

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*Jaikant Jogi*

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**SCHEDULE-3**  
**Part A**  
**(Description of the Allotted Unit)**

**[if the Duplex Unit]**

- (i) Duplex Unit No. \_\_\_\_\_;
- (ii) Block No. \_\_\_\_\_;
- (iii) Area of Land on which said Duplex Unit is to be developed \_\_\_\_\_ Sq. Yds.  
(\_\_\_\_\_ Sq. Mtrs.);
- (iv) Carpet Area \_\_\_\_\_ sq. ft. and exclusive balcony and/or verandah area of \_\_\_\_\_  
sq. ft. and Terrace Area \_\_\_\_\_ sq. ft.;
- (v) Built-Up Area \_\_\_\_\_ sq. ft.
- (vi) Super Built Up Area \_\_\_\_\_ sq. ft.
- (vii) Type of Duplex Unit \_\_\_\_\_

alongwith right to use of parking space(s) situated inside the Land on which said Duplex Unit is to be developed.

**OR**

**[if the Flat]**

- (i) Flat No. \_\_\_\_\_;
- (ii) Floor No. \_\_\_\_\_ of the Building;
- (iii) Block No. \_\_\_\_\_;
- (iv) Carpet Area \_\_\_\_\_ sq. ft. and exclusive balcony area of \_\_\_\_\_ sq. ft.;
- (v) Built-Up Area \_\_\_\_\_ sq. ft.
- (vi) Super Built Up Area \_\_\_\_\_ sq. ft.
- (vii) Type of Flat \_\_\_\_\_

Promoter shall earmark \_\_\_\_\_ (number) \_\_\_\_\_ (type) parking space for the Allottee(s) at the time of conveyance deed.

**SCHEDULE-3**  
**Part B**  
**(Floor Plan of the Unit)**

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*Jai Kishan Singh*  
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#### **SCHEDULE-4**

**(Details of Common Areas, facilities and amenities to be developed with Project/Phase-II)**

1. Project Land
2. Water pipes and other plumbing installation from/for the Overhead/Underground Tank.
3. Electric wiring, fittings, electric panel (including those as are installed for any particular Unit), Transformer etc.
4. Light and electrical fittings in the aforesaid common parts.
5. Boundary wall, if any.
6. Main Entrance Gate(s) for Entry and Exit in the Project.
7. Intercom lines (if any)
8. Landscape Gardens.
9. Power Back-Up for Common Areas

#### **SCHEDULE-5**

**(Detailed Plan of Development Works to be undertaken)**

The Promoter has conceived a detail plan of following development works to be developed in various phases in the Whole Project including the said Project/Phase-II:

- i) **Water Supply-** The provision for water supply is being done as per the prevailing norms. Supply from PHED and/or other concerned departments shall take place in due course and therefore till the time water shall be obtained through water tankers by the allottees.
- ii) **Electrical Supply-** The Promoter shall make provisions for electricity connection in the Project.
- iii) **Sewage Treatment Plant-** The Promoter proposes an STP for treatment of sewage.
- iv) **Treated/Recycled Water-** Promoter plans to use the treated/recycled water for flushing and horticulture.
- v) **Rain Water Harvesting –** Water from all open areas including terrace shall be collected through designed storm water system, which shall recharge the ground water as per norms.

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**SCHEDULE-6**  
**(Details of salient features of the Project/Phase-II)**

S.No.	Particulars	
1.	Security Automation	<ul style="list-style-type: none"> <li>• Boom Barriers on Gate.</li> <li>• Intercom Terminal from main gate</li> </ul>
2.	Lift	<ul style="list-style-type: none"> <li>• In Club</li> </ul>
3.	Electrical	<ul style="list-style-type: none"> <li>• Power backup in common area for basic needs</li> <li>• 750 watt Power backup with each Unit, CCTV Camera for common area</li> </ul>
4.	Water & Waste Water Management	<ul style="list-style-type: none"> <li>• Water Supply system</li> <li>• Rain Water harvesting system for ground water recharge.</li> <li>• Drainage System</li> </ul>
5.	Other Facilities	<ul style="list-style-type: none"> <li>• Double-Covered Car parking in Duplex Units and One Car parking with each Flat.</li> <li>• Gas pipeline in all units</li> </ul>
6.	Club Facilities	<ul style="list-style-type: none"> <li>• Outdoor Swimming Pool &amp; Kids pool</li> <li>• Change Room</li> <li>• Children Games/Indoor Games like Pool Table, Cards, Carom, table tennis</li> <li>• Coffee Room/ Book Cafe</li> <li>• Futsal (rooftop multi sports arena)</li> <li>• Gym</li> </ul>
7.	Landscape area development	<ul style="list-style-type: none"> <li>• Water Bodies</li> <li>• Well Lit Roads</li> <li>• Walk way</li> <li>• Grand Entrance Gate</li> <li>• Temple</li> <li>• Guest parking/ Common Parking</li> <li>• Kids Play Area</li> </ul>
8	Sport	<ul style="list-style-type: none"> <li>• Lawn Tennis Court (Single court)</li> <li>• Basket Ball court</li> <li>• Skating Ring</li> <li>• Net practice cricket pitch.</li> </ul>

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**SCHEDULE-7**  
**(Specification of the Unit)**

Place	Item	Specification	Brand
Bed Room	Floor	Vitrified Tiles	Johnson / Kajaria/Somani/ Qutone/Orient Bell/ Equivalent
	Wall & Ceiling Finish	POP /Finished	
	Wall & Ceiling Paint	Plastic /OBD Paint	Berger / Asian /ICI / Equivalent
Toilet	Floor	Ceramic Tiles	Johnson / Kajaria/Somani/ Orient bell/ Equivalent
	Wall & Ceiling Finish	Tiles up to Lintel Level and POP above	
	Wall & Ceiling Paint	Plastic Paint/ OBD Paint	Berger/Asian/ICI/ New World/ Equivalent
	C.P. Fittings	Single Lever/Mixer	Jaguar / Kingstan /Jal/ Equivalent
	Sanitary ware	ISI Marked Sanitary	Jaguar / CERA / Hind ware/ Roca/ Equivalent
Balcony	Floor	Ceramic Tiles	Johnson / Kajaria /Somani/ Equivalent
Kitchen	Floor	Ceramic Tiles	Johnson / Kajaria/Somani Equivalent
	Wall & Ceiling Finish	POP Finished	
	Wall & Ceiling Paint	Plastic Paint /OBD	Berger / Asian/ ICI / Equivalent
	Counter	Granite Counter top	Granite of any colour
		Glazed Tiles up to 2'0"height above kitchen platform	Glazed Tile / Johnson / Orient bell/Somani/Kajaria/ Equivalent
	Sink	Stainless Steel with drain	Neelkanth / Equivalent
	CP Fittings	ISI Marked	Jaguar/Kingstan/Equivalent

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Electric Work	MCB Box	ISI Marked	Legrand / Havells/ Schneider / Equivalent
	Wires	ISI Strand	Finolex / National / Havells / RR Cable/ Poly Cab/ Equivalent
	Switch	Modular Switches ISI Marked	Legrand / Havells/ Schneider / Anchor/ Equivalent
Doors		Internal wooden paneled /UPVC/flush doors	
		(Main door) wooden paneled /UPVC/flush doors or equivalent	
		Good quality hardware fittings or equivalent	
Window		Anodized or power coated UPVC Sliding shutters / Fixed glass / Aluminum/ Woods or equivalent	
Stairs		Marble / Granite /Udaipur Green/Ceramic Tiles or equivalent	
		MS Railing	
Open Terrace	Floor	Kota Stone/Other Local stone/ceramic tiles/stone mosaic or equivalent	

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**SCHEDULE-8**  
**(Details of Specifications of Material used in construction)**

Specification of Material	
Cement	PPC Cement
Steel	Fe 415 & Fe 500
C P Fittings	Renowned brands
Sanitary wares	Renowned brands
CPVC Pipes	Renowned brands
UPVC/SWR Pipes	Renowned brands
Tiles	Vitrified tiles
Wall Tiles	Ceramic tiles
Paint	Renowned brands
Wires	IS 694 FR grade
Transformer	Outdoor oil transformer
Diesel Generator	Air cooled

**SCHEDULE-9**  
**(Stage wise time-schedule of completion of the Project/Phase-II)**

Stage	Date by which the works are proposed to be completed	Details of works to be Completed
Units Structure Complete	All works will be completed within the Registration Validity i.e. 28.03.2026	Foundation, 1st Slab, 2nd Slab, Brick work and Plaster.
Finishing Work		Plumbing, Wiring, Flooring, Painting and Fittings.
Services Connection		Electrical and plumbing connection to main Line.
Phase-II Ready to Handover		

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*Jaikrishna J*

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**SCHEDULE-10**  
**Part A**

**Detail of Basic Sale Consideration, Additional Payment and other amounts of said Unit**

Basic Sale Consideration of said Unit is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_), including consideration for exclusive balcony and/or verandah ("Basic Sale Consideration").

Basic Sale Consideration of said Unit does not include and thus, the Allottee(s) shall additionally bear and pay following charges, deposits, etc ("Additional Payments"):

S.No.	Particulars	Amount
1.	Interest Free Maintenance Deposit	
2.	Water infrastructure Fund	
3.	Upfront Maintenance charges of 12 months	
4.	Documentation Charges (payable at the time of execution of this Agreement)	
<b>TOTAL</b>		

**Total Payable Amount**= Basic Sale Consideration of Said Unit + Additional Payments.

GST or any other indirect taxes, as may be applicable, on Basic Sale Consideration of said Unit, Additional Payments and all other payments to be made by Allottee(s) as per this Agreement shall be paid by the Allottee(s) in addition to the said amounts.

**SCHEDULE-10**  
**Part B**

**Booking Amount and Advance Payment:** The Allottee(s) has paid Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) including GST to the Promoter as Booking Amount vide Registration/Booking Form No. \_\_\_\_\_ dated \_\_\_\_\_ in the following manner, the receipt of which, the Promoter do hereby acknowledge.

S. No.	Cheque/ RTGS/ NEFT No.	Dated	Drawn on	Basic Amount	GST Amount	Cheque Amount
<b>TOTAL</b>						

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**Balance Payment Schedule:** The Allottee(s) hereby agrees to pay the balance Sale Consideration and Additional payments of Rs...../- (Rupees ..... only) which shall be payable in instalments in the following manner:  
*[if the Duplex Unit]*

CONSTRUCTION LINKED PAYMENT PLAN (Duplex Unit)			
S. No.	Stage of development works and completion of Unit	Percentage of the Basic Sale price of the Unit	Installment Amount
1	At the time of Booking	10%	
2	Within 45 days from Booking	10%	
3	On Commencement of construction	10%	
4	On Casting of Ground Floor Roof	15%	
5	On Casting of First Floor Roof	15%	
6	On Casting of Second Floor Roof	10%	
7	On Commencement of Internal Plaster	10%	
8	On Commencement of Flooring	10%	
9	On Commencement of External Plaster	5%	
10	On Possession Intimation	5%	

(Note: GST, other taxes & duties, as applicable shall be charged extra and payable over and above the installment amount.)

**OR**

*[if the Flat]*

CONSTRUCTION LINKED PAYMENT PLAN (Flat)			
S. No.	Stage of development works and completion of Unit	Percentage of the Basic Sale price of the Unit	Installment Amount
1	At the time of Booking	10%	
2	Within 45 days from Booking	10%	
3	On Casting of Plinth beam	10%	

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4	On Casting of Stilt Floor Roof	10%	
5	On Casting of First Floor Roof	10%	
6	On Casting of Third Floor Roof	10%	
7	On Casting of Fourth Floor Roof	10%	
8	On Casting of Fifth Floor Roof	10%	
9	On Commencement of Internal Plaster	10%	
10	On Commencement of External Plaster	5%	
11	On Possession Intimation	5%	

(Note: GST, other taxes & duties, as applicable shall be charged extra and payable over and above the installment amount.)

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