

# भारतीय गैर न्यायिक

पचास  
रुपये

रु.50

भारत

FIFTY  
RUPEES

Rs.50

सत्यमेव जयते

INDIA

INDIA NON JUDICIAL

BL 050789

राजस्थान RAJASTHAN

20 FEB 2023



## AFFIDAVIT

I, Saurabh Chopra Son of Late Mr. N.L. Chopra, aged 37 years, Office at Shubhashish Corporate Tower, 12-13, Rathore Nagar, Queens Road, Vaishali Nagar, Jaipur, duly authorized by the promoter, Shubhashish Homes Realty LLP, do hereby solemnly declare, undertake and state as under:

1. That we have applied for registration of our project "RAM AWAS-V" situated at Plot No. 69, 70, 75, 76, 89 and 90, Western Greens, Village Chak Bichpadi and Jai Bhawanipura, Tehsil and District Jaipur, Rajasthan 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 Homes Realty LLP

## Verification

I, Saurabh Chopra, above deponent, 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 18th of April, 2023.

Authorised Signatory

Deponent

For Shubhashish Homes Realty LLP

Authorised Signatory

ATTESTED  
NOTARY PUBLIC  
(GOVT. OF INDIA)  
JAIPUR (INDIA)  
18 APR 2023



क्रमांक 16793 दिनांक 9 MAR. 2023

मुद्रांक का मूल्य 50/-

देता का नाम

पिता/पति का नाम श्रीमती/श्रीमान रिपल ल. ए.

नियोज स्थान वैशाली नगर, जयपुर

मुद्रांक खरीदने का कारण

Naungan

धनश्याम राजोरिया  
लॉ. स्टाम्प विनिर्माता  
लॉ. नं. 20/2021  
जगदम्बा टॉवर, वैशाली नगर, जयपुर

9 MAR 2023

राजस्थान स्टाम्प अधिनियम, 1908	
1. आभासी मुद्रा/समकालीन मुद्रा	5
2. गलत और गलत मुद्रा	10
(विनियम 3-4)/मुद्राधिकार का अभाव	75

5

RECEIVED  
PUBLIC  
ARCHIVE  
JAYPUR

**FORM-G**  
[see rule 9]  
**Agreement for Sale**

Affix Color  
photograph of  
Allottee/First  
Allottee with  
signature across  
the photograph

Affix Color  
photograph  
Of the authorized  
signatory of  
Promoter  
with signature  
across the  
photograph

This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this ..... day of ..... Two thousand and .....at .....

By and Between

**M/s Shubhashish Homes Realty LLP** (LLPIN: ABZ-9180), a limited liability partnership duly incorporate and registered under Limited Liability Act, 2008 and having its registered office at Shubhashish Corporate Tower, 12-13, Rathore Nagar, Queen's Road, Vaishali Nagar, Jaipur, Rajasthan-302021, having PAN No. AEXFS5990J, through its Authorized Signatory Mr. \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) duly authorized vide authority letter dated \_\_\_\_\_ (hereinafter referred to as the "**Promoter No. 1**" or "**Developer**", 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); **M/s Shubhashish Realstate Services Pvt. Ltd.** (CIN: U70101RJ2013PTC042697), a company incorporated under the provisions of the Companies Act, having its registered office at Shubhashish Corporate Tower, 12-13, Rathore Nagar, Queens Road, Vaishali Nagar, Jaipur, Rajasthan (PAN- AATCS2282G) through its \_\_\_\_\_ Mr. \_\_\_\_\_ (Aadhar No. XXXX-XXXX-XXXX) duly authorized vide authority letter/board resolution dated \_\_\_\_\_, (Copy enclosed) (hereinafter referred to as the "**Promoter No. 2**" or "**Land Owner**", which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include all the directors of the said company and their respective assignees, legal successor(s) in interest) jointly of the ONE PART.

For Shubhashish Homes Realty LLP

  
Authorized Signatory



The Land Owner/Promoter No. 2 has authorised Developer/Promoter No. 1 to sign and execute this Agreement on his behalf vide power of attorney dated 24.03.2023, registered in the office of Sub-Registrar, Jaipur-VII on dated 24.03.2023 in Book No. 4, Volume No. 47, Page No. 139, Serial No. 202303021400239 and Additional Book No. 4, Volume No. 94, Page No. 348 to 361.

The Promoter No. 1 and the Promoter No. 2 are together termed as the "Promoters" under this Agreement.

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

#### INTERPRETATIONS/ DEFINITIONS:

- (1) 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) "Built-up area" means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the builtup area;
  - (c) "Interest" means the interest payable at the rate specified in rule 17 of the rules;
  - (d) "Para" means a Para of this Agreement;
  - (e) "Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
  - (f) "Regulation" means the Regulation made under the Act;
  - (g) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
  - (h) "Schedule" means the Schedule attached to this Agreement; and
  - (i) "Section" means the section of the Act.
  - (j) "CMAY" shall mean Chief Minister's Jan Awas Yojana, 2015, as amended from time to time.
  - (k) "Common Areas and Facilities of the said Project" shall mean such common areas and facilities, including Scheduled Land, equipment,

For Shubhashish Homes Realty LLP

Authorised Signatory



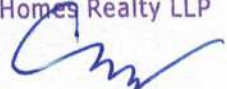
spaces, etc. being constructed/ developed on the Scheduled Land and are meant for common use and enjoyment of all the occupants of the Project and more particularly described in **Schedule-4** attached hereto.

- (l) **"Earnest Amount"** shall mean 10% of the Total Price of the Unit, as mentioned in **Schedule-9 Part A**.
  - (m) **"Project"** shall mean a group housing project being constructed and developed upon the Scheduled Land, comprising of EWS and LIG units/apartments, along with parking spaces, common areas and facilities, open spaces, etc. and all easements, rights and appurtenances belonging thereto and named as **"RAM AWAS-V"**.
  - (n) **"Scheduled Land"** shall mean land admeasuring 916.62 sq. yds., bearing Plot Nos. 69, 70, 75, 76, 89 and 90 situated at Western Greens, Village Chak Bichpadi and Jai Bhawanipura, Tehsil and District Jaipur, Rajasthan, on which the project is being developed and more specifically described in **Schedule-2**.
- (2) 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.

#### **WHEREAS THE PROMOTERS DECLARES THAT-**

- A. A patta dated 02.04.2014 bearing no. 239 was executed by Jaipur Development Authority ("JDA") in favour of M/s. Shubhashish Real Estate Services Pvt. Ltd. (Land Owner) in respect of residential plot no. 69 admeasuring 152.77 sq. yards, situated at Western Greens, Village Chak Bichpadi and Jai Bhawanipura, Tehsil and District Jaipur, which was registered with Sub-Registrar Jaipur I on 29.05.2014 at Book No. 1, Volume No. 833, Serial No. 2014051006215, Page No. 106 and Additional Book No. 1, Volume No. 3328 and page nos. 76 to 90.
- B. A patta dated 02.04.2014 bearing no. 234 was executed by Jaipur Development Authority ("JDA") in favour of M/s. Shubhashish Real Estate Services Pvt. Ltd. (Land Owner) in respect of residential plot no. 70 admeasuring 152.77 sq. yards, situated at Western Greens, Village Chak Bichpadi and Jai Bhawanipura, Tehsil and District Jaipur, which was registered with Sub-Registrar Jaipur I on 29.05.2014 at Book No. 1, Volume No. 833, Serial No. 2014051006214, Page No. 105 and Additional Book No. 1, Volume No. 3328 and page nos. 61 to 75.
- C. A patta dated 02.04.2014 bearing no. 215 was executed by Jaipur Development Authority ("JDA") in favour of M/s. Shubhashish Real Estate Services Pvt. Ltd. (Land Owner) in respect of residential plot no. 75 admeasuring 152.77 sq. yards, situated at Western Greens, Village Chak Bichpadi and Jai Bhawanipura, Tehsil and District Jaipur, which was registered with Sub-

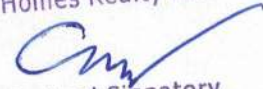
For Shubhashish Homes Realty LLP

  
Authorised Signatory



- Registrar Jaipur I on 03.06.2014 at Book No. 1, Volume No. 833, Serial No. 2014051006304, Page No. 195 and Additional Book No. 1, Volume No. 3329 and page nos. 565 to 574.
- D. A patta dated 02.04.2014 bearing no. 216 was executed by Jaipur Development Authority ("JDA") in favour of M/s. Shubhashish Realestate Services Pvt. Ltd. (Land Owner) in respect of residential plot no. 76 admeasuring 152.77 sq. yards, situated at Western Greens, Village Chak Bichpadi and Jai Bhawanipura, Tehsil and District Jaipur, which was registered with Sub-Registrar Jaipur I on 29.05.2014 at Book No. 1, Volume No. 833, Serial No. 2014051006213, Page No. 104 and Additional Book No. 1, Volume No. 3328 and page nos. 46 to 60.
- E. A patta dated 02.04.2014 bearing no. 220 was executed by Jaipur Development Authority ("JDA") in favour of M/s. Shubhashish Realestate Services Pvt. Ltd. (Land Owner) in respect of residential plot no. 89 admeasuring 152.77 sq. yards, situated at Western Greens, Village Chak Bichpadi and Jai Bhawanipura, Tehsil and District Jaipur, which was registered with Sub-Registrar Jaipur I on 29.05.2014 at Book No. 1, Volume No. 833, Serial No. 2014051006205, Page No. 96 and Additional Book No. 1, Volume No. 3327 and page nos. 641 to 655.
- F. A patta dated 02.04.2014 bearing no. 219 was executed by Jaipur Development Authority ("JDA") in favour of M/s. Shubhashish Realestate Services Pvt. Ltd. (Land Owner) in respect of residential plot no. 90 admeasuring 152.77 sq. yards, situated at Western Greens, Village Chak Bichpadi and Jai Bhawanipura, Tehsil and District Jaipur, which was registered with Sub-Registrar Jaipur I on 29.05.2014 at Book No. 1, Volume No. 833, Serial No. 2014051006210, Page No. 101 and Additional Book No. 1, Volume No. 3328 and page nos. 1 to 15.
- G. Accordingly, the Land Owner (Promoter No. 2) became the absolute owner of Plot No. 69, 70, 75, 76, 89 and 90, having total area of 916.62 Sq. Yds., situated at Western Greens, Village Chak Bichpadi and Jai Bhawanipura, Tehsil and District Jaipur, Rajasthan (more fully described in the **Schedule-2** and hereinafter referred to as "**Scheduled Land**").
- H. The Promoter No. 2 being the absolute owner of the Scheduled Land entered into Development Agreement dated 24.03.2023 with the Promoter No. 1, which was duly registered in the office of Sub-Registrar, Jaipur-VII on dated 24.03.2023 in Book No. 1, Volume No. 893, Page No. 53, Serial No. 202303021106247 and Additional Book No. 1, Volume No. 3571, Page No. 60 to 81 (hereinafter referred to as "**Development Agreement**"), whereby, the Promoter No.2 authorised the Promoter No. 1 to develop the Project upon the Scheduled Land after obtaining all the permissions, approvals, NOCs, etc. as may be required under the Applicable Laws.

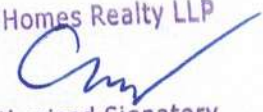
For Shubhashish Homes Realty LLP

  
Authorised Signatory



- I. The Promoters being the absolute owner and in possession of the Scheduled Land, are developing EWS/LIG Units for the economically weaker section and low income group of the society as per the Provision 1(A) of the Chief Minister's Jan Awas Yojana, 2015.
- J. The said Scheduled Land has been earmarked for the purpose of development of project comprising of EWS/LIG apartments (24 units) and the said project shall be known as "**RAM AWAS-V**".
- K. The Promoters are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoters regarding the said land on which Project is to be constructed have been completed.
- L. The maps of the Project have been approved by Architect as per applicable bye-laws.
- M. The Scheduled Land as on date is free from all encumbrances, but the Promoters 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.
- N. The Promoter No. 1 has conceived planned and is in the process of constructing and developing the Project upon the Scheduled Land, known as "**RAM AWAS-V**" after getting necessary permissions/ approvals from the concerned competent authorities. The location details of the Project are fully described in the **Schedule-2**.
- O. The Project has been registered with the Real Estate Regulatory Authority on \_\_\_\_ (date) and the Project's Registration Certificate No. is \_\_\_\_\_. This registration is valid till \_\_\_\_ unless extended by the Authority. The details of the Promoters and Project are also available on the website ([www.rera.rajasthan.gov.in](http://www.rera.rajasthan.gov.in)) of the Authority.
- P. 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.
- Q. The details of plan of development works to be executed in the proposed Project 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**.
- R. The details of specifications of Unit, proposed to be provided in the Project are specifically mentioned in **Schedule-6**.
- S. The details of specifications of material used in construction are specifically mentioned in **Schedule-7**.
- T. The stage wise time-schedule of completion of the Project 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-8**.

For Shubhashish Homes Realty LLP

  
Authorised Signatory



- U. The Promoter No. 1 has opened a separate account in **State Bank of India** at **SME, Church Road, Jaipur (branch)** for the purpose as provided in sub-clause (D) of clause (l) of sub-section (2) of section 4 of the Act.
- V. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase a Flat/ Apartment (hereinafter referred to as the 'Unit') in the Project vide his/her/their/its application. The allottee(s) has also deposited advance payment and more particularly described in the **Schedule-9 Part B** as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the apartment/plot as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.
- W. The Allottee(s) has applied for allotment of EWS/LIG Apartment on the basis of his Registration Form submitted to the Promoters for allotment of Apartment in opted category i.e, Economic Weaker Section (EWS) or Lower Income Group (LIG) in the Project as aforesaid, and the Allottee(s) has been allotted the Unit along with parking as permissible under the Applicable Law and the right to use the pro rata share in the common areas and facilities of the said project, 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**").
- X. 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.
- Y. The Allottee(s) hereby acknowledge and agree that they have gone through the terms and conditions of Registration Form, guidelines for allotment of apartment under CMAY and the provisions of CMAY, including Provision 1-A of CMAY, under which the Promoters have allotted the said Unit to the Allottee(s) and the Allottee hereby agree that all the provisions of CMAY, as amended from time to time, shall be applicable on the allotment and sale of said Unit and thereafter Allottee(s) agree to duly comply with all the provisions of CMAY, as may be applicable to the said Project/Unit in addition to the terms and conditions mentioned in this Agreement.
- Z. The Allottee(s) hereby assures and represents that all the information, affidavits, undertakings, documents provided by the Allottee to the Promoters in respect of allotment of the said Unit are true and Allottee(s)

For Shubhashish Homes Realty LLP



Authorised Signatory



acknowledge that the allotment of said Unit to the Allottee(s) has been made relying upon the such information, documents, affidavits, undertakings, etc.

- AA. 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.
- BB. 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 Promoters 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-9 Part A**.

**Explanation:**

- (i) The Total Price above includes the booking amounts paid by the Allottee(s) to the Promoters towards the Unit as mentioned in **Schedule-9 Part B**.
- (ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoters 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 Promoters, 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 Promoters 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;
- (iii) The Promoters shall periodically intimate to the Allottee(s), the amount payable as stated in **Schedule-9** and the Allottee(s) shall make payment

For Shubhashish Homes Realty LLP

  
 Authorised Signatory



demand by the Promoters within the time and in the manner specified therein. In addition, the Promoters 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 Total Price 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 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 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 said project by the Authority, as per the Act, the same shall not be charged from the Allottee.

1.4 As mentioned in para 'V' above, the Promoter has already received an advance/booking amount from the Allottee(s) as mentioned in **Schedule-9 Part B** (not being more than 10% of the total cost of the Unit as provided in sub-section (1) of section 13) out of the total price and the Allottees(s) agrees and undertakes to pay the balance amount of the total price strictly in accordance with the payment plan given in **Schedule-9 Part B**.

1.5 The Allottee(s) shall be liable to pay an amount of Rs. 20,000/- (Rupees Twenty 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 Promoters 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

For Shubhashish Homes Realty LLP


  
Authorised Signatory



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). Further, Allottee(s) agrees to pay Water Infrastructure Fund and Upfront Maintenance Charges directly to the Maintenance Agency for the maintenance of Common Areas and Facilities of the said Project.

- 1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule '5' and Schedule '6' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment without the previous written consent of the Allottee(s) as per the provisions of the Act: 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 the Act.
- 1.7 The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate the 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 the 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 Apartment, 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 Subject to Term No. 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee(s) shall have exclusive ownership of the Apartment;
  - (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. 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 to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act;
  - (iii) That the computation of the price of the Apartment includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to

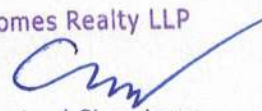
For Shubhashish Homes Realty LLP

  
Authorised Signatory



- the Apartment, 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 Term No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment and the Project;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment.
- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment along with parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.
- 1.10 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/ dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ 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.
- 1.11 The Allottee has paid booking amount as mentioned in **Schedule-9 Part B**, being part payment towards the Total Price of the Apartment at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan at Term No.1.4 above as may be demanded by the Promoter within the time and manner specified therein. Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed in the Rules. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).
- 1.12 The Allottee(s) shall be required to contribute an amount of Rs. 25/- per sq. ft. on Carpet Area towards creation of water infrastructure fund, which shall

For Shubhashish Homes Realty LLP

  
Authorised Signatory



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.

- 1.13 That the Project shall always be known as "**RAM AWAS-V**" and the name of the Project shall not be changed except with the consent of the Promoter No. 1.

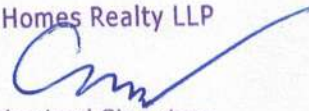
## 2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan at Term No. 1.4 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of Shubhashish Homes Realty LLP 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 No. 1. In case cheque is dishonored for any reason whatsoever, the Promoter No. 1 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, if residence 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 thereunder 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 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.

For Shubhashish Homes Realty LLP

  
Authorised Signatory



3.2 The Promoter accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the solve responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment/Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

**4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:**

The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/ her under any head of dues against lawfull outstanding of the Allottee against the Apartment/Plot, if any, in his/ her name and the Allottee undertakes not to object/ demand/ direct the Promoter to adjust his payments in any manner.

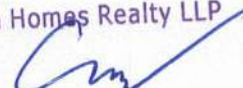
**5. TIME IS ESSENCE :**

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 Apartment/ Plot 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 has seen the proposed layout plan, specifications, amenities and facilities of the Apartment/ Plot and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the 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 breach of this term by the Promoter shall constitute a material breach of this Agreement.

**7. POSSESSION OF THE APARTMENT/UNIT:**

For Shubhashish Homes Realty LLP  
  
 Authorised Signatory



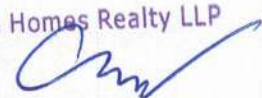
**7.1 Schedule for possession of the said Unit:** The Promoters agrees and understands that timely delivery of possession of the Unit to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoters assures 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 **23.03.2025**, 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 Promoters 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 Promoters to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Allottee(s) the entire amount received by the Promoters from the Allottee with interest within forty-five days from that date. The Promoters 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 Promoters and the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

**7.2 Procedure for taking possession:** The Promoters, 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 Promoters within three months from the date of issue of occupancy certificate. The Promoters 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 Promoters. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoters/Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoters 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 Promoters as per Term No. 7.2 above, the Allottee(s) shall take possession of the Unit from the Promoters by executing necessary

For Shubhashish Homes Realty LLP



Authorised Signatory



indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoters 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 Promoters 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 Promoters 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 Promoters, the Promoters 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 Promoters to the Allottee(s) within forty-five days of such cancellation.

- 7.6 Compensation:** The Promoters 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 Promoters 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 Promoters 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 received by him in respect of the Unit, with interest including

For Shubhashish Homes Realty LLP



Authorised Signatory



compensation in the manner as provided under the Act within forty-five days of it becoming due:

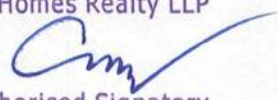
Provided that where if the Allottee does not intent to withdraw from the Project the Promoters shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Apartment/ Plot, which shall be paid by the Promoters to the Allottee within forty-five days of it becoming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

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

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

- (i) The Promoter No. 2 has absolute, clear and marketable title with respect to the Scheduled Land and the Promoter No. 1 has the requisite rights to carry out development upon the Scheduled Land and absolute, actual, physical and legal possession of the Scheduled 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 said Land or the Project;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas;
- (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 said 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 the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society;
- (x) The Schedule Property 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 Schedule Property;

For Shubhashish Homes Realty LLP

  
Authorised Signatory

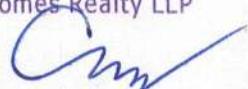


- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment/ Plot along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;
- (xii) 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 property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

## 9. EVENTS OF DEFAULTS AND CONSEQUENCES :

- 9.1 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 Apartment /Flat to the Allottee(s) within the time period specified in Term No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment or Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
  - (ii) 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.
- 9.2 In case of default by the Promoter under the conditions listed above, 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
  - (ii) 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

For Shubhashish Homes Realty LLP

  
Authorised Signatory



the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice: 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 Apartment/ Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

- (i) In case the Allottee(s) fails to make payments for consecutive 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, the Promoter may cancel the allotment of the Apartment in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :  
Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

#### 10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total Price of the Apartment as per Term No.1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment/ Plot together with proportionate indivisible share in common areas within three months from the date of issuance of the occupancy certificate and the completion certificate, as the case may be, to the Allottee:

Provided that, in absence of local law, the conveyance deed in favour of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate.

Provided further that, in case the Allottee(s) fails to deposit the stamp duty, registration charges within the period mentioned in the demand notice, letter, the Allottee(s) authorizes the Promoter to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoter is made by the Allottee(s).

For Shubhashish Homes Realty LLP

  
Authorised Signatory



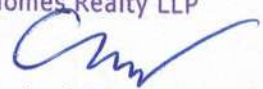
# **11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:**

- 11.1 The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment.
- 11.2 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.
- 11.3 The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities developed with Project 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.
- 11.4 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.
- 11.5 The Promoter No. 1 shall transfer the amount collected towards Water Infrastructure Fund to the Association of Allottees without any interest at the time of takeover of Common Areas and Facilities developed on Project by the Association of Allottees.
- 11.6 That as and when the Common Areas and Facilities developed with Project 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.
- 11.7 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 years by the allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within

For Shubhashish Homes Realty LLP

  
Authorised Signatory



such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

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

The Promoter/ Maintenance Society shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance Society to enter into the Apartment/ Plot 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.

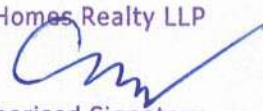
**14. USAGE:**

Use of Basement(s) and service areas:- The basement and 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, fire fighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Maintenance Society for rendering maintenance services.

**15. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT:**

- 15.1 Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment 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 building Apartment, or the staircases, lifts, common passages, corridors, 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 Apartment/ Plot, and keep the said Apartment, 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 building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or

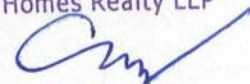
For Shubhashish Homes Realty LLP

  
Authorised Signatory



- design. Further the Allottee shall store any hazardous or combustible goods in the Apartment/ Plot or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Apartment/ Plot.
- 15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.
  - 15.4 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. 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 No. 1/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 No. 1/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 Promoters 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.
  - 15.5 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 Promoters/ Association of Allottees and nowhere else. Non-observance of the provisions of this clause shall entitle the Promoters 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).
  - 15.6 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 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 Promoters/ AOA shall be entitled to take steps to enforce the conditions laid down in this clause apart from their right to claim damages

For Shubhashish Homes Realty LLP



Authorised Signatory



from the Allottee(s) and the right to take such other action or seek such other legal remedy as the Promoters/ AOA may decide for restraining the Allottee(s) from making a use prohibited by this Agreement.

- 15.7 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.
- 15.8 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.
- 15.9 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.
- 15.10 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 No. 1 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.
- 15.11 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.
- 15.12 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

For Shubhashish Homes Realty LLP

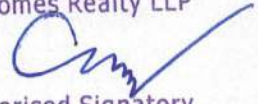
  
Authorised Signatory



the said Unit, at his own cost and keep the Promoters indemnified, secured and harmless against all costs, consequences and all damages, arising on account of non-compliance with the said requisitions, demands and repairs.

- 15.13 The Allottee agrees and undertakes that he/she shall join Association of Allottees as may be formed by the Promoter No. 1 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.
- 15.14 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 Carpet Area of Unit. If the Promoters/ 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 Promoters/ AOA within 15 days from the date of notice in this regard from the Promoters/ AOA, failing which the Promoters/ AOA shall be entitled to interest at the Interest Rate for the period commencing on the date on which the Promoters/ 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 Promoters/ 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 Promoters shall have first charge/ lien on Unit for recovery of such demands from the Allottee(s).
- 15.15 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/Promoters by way of sale, mortgage, tenancy, license, gift or in any other manner, such person / Promoters so inducted by the allottee shall also be bound by the terms and conditions of this Agreement.
- 15.16 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 Project, Such Taxes Fees etc. shall be paid by Allottee(s) in proportion to the Carpet Area. Such apportionment shall be made by the Promoter No. 1/ AOA and the same

For Shubhashish Homes Realty LLP

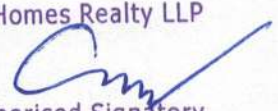
  
Authorised Signatory



shall be conclusive, final and binding upon the Allottee(s) and the Allottee(s) shall promptly pay such proportionate amount of tax.

- 15.17 The Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. structure 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.
- 15.18 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.
- 15.19 That the Allottee(s) shall permit the Promoters/ 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 Promoters/ Association of Allottees to the Allottee(s).
- 15.20 That Allottee(s) clearly understands the restrictions in respect of transfer of the Unit and the obligation to occupy the Unit under the provisions of CMAY and accordingly hereby agrees and undertakes to comply with the same and other applicable provisions of CMAY.
16. **COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:**  
The Parties are entering into this Agreement for the allotment of a Apartment/ Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.
17. **ADDITIONAL CONSTRUCTIONS:**  
The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building 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.
18. **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 Apartment/ Plot/ Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage for

For Shubhashish Homes Realty LLP

  
Authorised Signatory



charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment/ Plot/ Building.

**18A THE RAJASTHAN APARTMENT OWNERSHIP ACT, 2015:**

The Promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the Rajasthan Apartment Ownership Act, 2015 (Act No. 12 of 2019) and that the Promoter shall comply with the provisions of the said Act and rules and regulations made thereunder. The Promoter has further assured the Allottee(s) that the various other Acts, rules and regulations prevailing in the State of Rajasthan shall always be complied with by him in the Project.

- 19. 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 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.

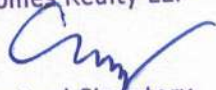
**20. ENTIRE AGREEMENT:**

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 Apartment/ Plot/ Building, as the case may be.

**21. RIGHT TO AMEND :**

This Agreement may only be amended through written consent of the Parties.

For Shubhashish Homes Realty LLP

  
Authorised Signatory



**22. PROVISIONS OF THIS AGREEMENT APPLICABLE 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 Apartment/ Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Apartment/ Plot, in case of a transfer, as the said obligations go along with the Apartment/ Plot for all intents and purposes.

**23. WAIVER NOT A LIMITATION TO ENFORCE:**

23.1 The Promoter may, at least solve option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan mentioned 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.

23.2 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.

**24. 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 the conform to the Act or the Rules and 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.

**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 Apartment/ Plot bears to the total carpet area of all the Apartments/Plots in the Project.

**26. FURTHER ASSURANCES:**

For Shubhashish Homes Realty LLP

  
Authorised Signatory



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.

**27. 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, 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.

**28. NOTICES:**

All the notices to be served on the Allottee and the Promoter as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Promoter by registered post at their respective addresses specified 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.

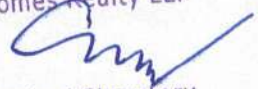
**29. JOINT ALLOTTEE:**

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).

**30. SAVINGS:**

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of the agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee or the promoter

For Shubhashish Homes Realty LLP

  
Authorised Signatory



under the agreement for sale, under the Act, the rules or the regulations made thereunder.

**31. 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.

**32. DISPUTE RESOLUTION :**

All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement 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 dispute shall be settled in the manner as provided under the Act.

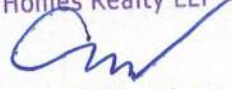
*Note: Any other terms and conditions as per contractual understanding between the parties may be included. However, such terms and conditions should not be in derogation of or inconsistent with the terms and conditions set out herein as part of this Form or the provisions of the Act or the rules and regulations made thereunder. If any clause of the draft Agreement for Sale prepared and submitted by the Promoter at the time of registration of the project for public viewing or as actually executed between the Parties is found to be in derogation of or inconsistent with the terms and conditions set out herein as part of this Form or the provision of the Act or the rules and regulations made thereunder, such clause of the draft or any Agreement executed for Sale shall be deemed to be non-existent and in such case relevant terms and conditions set out herein as part of this Form and the relevant provisions of the Act and the rules and regulations made thereunder shall prevail over such clause and the Promoter shall bear the consequences thereof.*

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 .....**

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)	Signature (Name)	Signature (Name)

For Shubhashish Homes Realty LLP

  
Authorised Signatory



(First-Allottee)	(Second-Allottee)	(Third-Allottee)
------------------	-------------------	------------------

**Signed and delivered by the within named Promoter in the presence of witnesses at ..... on .....**

PROMOTER
For and on behalf of M/s
Name
Signature
Designation

WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address

For Shubhashish Homes Realty LLP

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

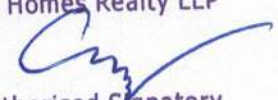
The piece and parcel of the plot of land bearing Plot No. 69, 70, 75, 76, 89 and 90 situated at Western Greens, Village Chak Bichpadi and Jai Bhawanipura, Tehsil and District Jaipur, Rajasthan, total admeasuring 916.62 Sq. Yds.

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

- (i) Unit/Flat No. \_\_\_\_\_;
- (ii) Floor No. \_\_\_\_\_ of the Building;
- (iii) Carpet Area \_\_\_\_\_ sq. ft. and exclusive balcony area of \_\_\_\_\_ sq. ft.;
- (iv) Unit Type (EWS/LIG) : \_\_\_\_\_

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

For Shubhashish Homes Realty LLP

  
Authorised Signatory



#### SCHEDULE-4

##### (Details of Common Areas, facilities and amenities to be developed with Project)

1. Scheduled Land
2. Water pipes and other common plumbing installations from/for the overhead/underground tank.
3. Electrical wiring, fittings, electric panel (including those as are as installed for any particular unit), Transformer etc.
4. Lights and electrical fittings in the aforesaid common areas.
5. Boundary Wall (if any)
6. Entrance Gate(s) for Entry and Exit in the Project

#### SCHEDULE-5

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

The Promoters have conceived a detail plan of following development works to be developed in the Project:


- 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 Promoters shall make provisions for electricity connection in the Project.

#### SCHEDULE-6

##### (Specification of the Unit)

BEDROOM	
Flooring	Ceramic Tile Flooring
Skirting	Tile Profile
Wall Finishes	OBD Paint
Ceiling	OBD Paint
BATHROOM	
Flooring	Ceramic Tiles
Wall Finishes	Ceramic Tiles up to 7'-0" height & rest OBD Paint.
Ceiling	OBD Paint
Fixtures & fittings	C.P. Tap in bathing area
W.C.	
Flooring	Ceramic Tiles
Wall Finishes	Ceramic Tiles up to 3'-0" height & rest OBD Paint.
Ceiling	OBD Paint
Fixtures & fittings	C.P. Tap

For Shubhashish Homes Realty LLP

  
Authorised Signatory

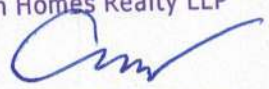


KITCHEN	
Flooring	Ceramic Tiles
Skirting	Tile profile
Wall Finishes	OBD Paint
Wall Tiles	Tiles upto 2' height above counter top
Counter Top	Marble/Natural stone
Sink	Marble Sink with drain
CP Fittings	C.P. Tap
BALCONY	
Flooring	Ceramic Tiles
Skirting	Tile profile
DOORS AND WINDOWS	
Main Door	Wooden Paneled/UPVC/Flush Doors or equivalent
Other Doors	Wooden Paneled/UPVC/Flush Doors or equivalent
Windows	MS window with fixed glass/open able window

**SCHEDULE-7**  
(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	Ceramic tiles
Wall Tiles	Ceramic tiles
Paint	Renowned brands
Wires	IS 694 FR grade
Transformer	Outdoor Oil Transformer

For Shubhashish Homes Realty LLP

  
Authorised Signatory



**SCHEDULE-8**  
(Stage wise time-schedule of completion of the Project)

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. 23.03.2025	Foundation, Ground Floor, First Floor slab, Second Floor Slab and Terrace Floor slab, Brick work and Plaster.
Finishing Work		Plumbing, Wiring, Flooring, Painting and Fittings.
Services Connection		Electrical and plumbing connection to main Line.
Project Ready to Handover		

**SCHEDULE-9**

**Part A**

**Detail of Total Price, Additional Payment and other amounts of said Unit**

Total Price of said Unit is Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_), including consideration for exclusive balcony and/or verandah ("**Total Price**"). Total Price 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
1.	Water infrastructure Fund
2.	Upfront Maintenance charges of 12 months
3.	Documentation Charges (payable at the time of execution of this Agreement)

**Total Payable Amount=** Total Price of Said Unit + Additional Payments.

GST or any other indirect taxes, as may be applicable, on Total Price 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-9**

**Part B**

**Booking Amount and Advance Payment:** The Allottee(s) has paid Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) including

For Shubhashish Homes Realty LLP

Authorised Signatory



GST to the Promoters as Booking Amount vide Registration/Booking Form No. \_\_\_\_\_ dated \_\_\_\_\_ in the following manner, the receipt of which, the Promoters do hereby acknowledge.

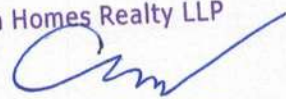
S. No.	Cheque/ RTGS/ NEFT No.	Dated	Drawn on	Basic Amount	GST Amount	Cheque Amount
<b>TOTAL</b>						

**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:

<b>CONSTRUCTION LINKED PAYMENT PLAN</b>			
S. No.	Stage of development works and completion of Unit	Percentage of the Basic Sale price of the Unit	Installment Amount
1	Within 45 days from Booking	5%	
2	On Commencement of Construction	15%	
3	On Casting of Stilt Floor Roof	15%	
4	On Casting of First Floor Roof	15%	
5	On Casting of Second Floor Roof	15%	
6	On Start of Internal Plaster	15%	
7	On Completion of Tiling Work	15%	
8	On Possession Intimation	5%	
9	On Possession Intimation	Other Charges	

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

For Shubhashish Homes Realty LLP

  
Authorised Signatory