

भारतीय गैर न्यायिक

पचास
रुपये
रु.50



FIFTY
RUPEES
Rs.50

INDIA NON JUDICIAL

राजस्थान RAJASTHAN

AG 205710

राजस्थान स्टाम्प अधिनियम, 1998 के अन्तर्गत	
स्टाम्प राशि पर प्रभाविता अधिभार	
1. आधारभूत अवसंरचना सुविधाओं हेतु (धारा 3-क) 10% रुपये	5/-
2. गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु (धारा 3-ख) 10% रुपये	5/-
कुल योग	10/-

AFFIDAVIT

I, **Ashok Sharma** Son of Shri Sharvan Kumar Sharma aged 41 years R/o B-10 Scheme 10B, Gopalpura Bypass, Durgapura, Jaipur, Rajasthan Partner of **M/s Shubham Landcon LLP** registered address of the Firm 4TH Floor, S-1A, Shri Gopal Nagar, Gopalpura Bypass, Jaipur, Rajasthan do hereby declare, undertake and state as under:-

- That we are developing a Township Scheme Plot/Villa Project namely "**Shubh Villa**" situated at Khasra numbers 2503/1, 3109/2464, 3111/2498, 3113/2499, 3115/2502 and 3117/2504, Village Bhankrota Kalan, Tehsil Sanganer, District Jaipur, Rajasthan.
- That we have applied for registration of our aforesaid project under section 3 of The Real Estate (Regulation and Development) Act, 2016 (RERA 2016).
- That the draft agreement to sale attached with the aforesaid application is based on model draft given is Form G at the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
- That to the best understanding of the promoter the draft agreement to sale is not in derogation of or inconsistent with any provision of the Real Estate (Regulation & Development) Act, 2016.

For Shubham Landcon Limited
Liability Partnership

Deponent

Verification

[Signature]
Designated Partner

I, **Ashok Sharma** Son of Shri Sharvan Kumar Sharma aged 41 years R/o B-10 Scheme 10B, Gopalpura Bypass, Durgapura, Jaipur, Rajasthan Partner of **M/s Shubham Landcon LLP** do hereby verify that the contents in para no. 1 to 4 of my above affidavit are true and correct and nothing material has been concealed by me there from

For Shubham Landcon Limited
Liability Partnership

Deponent

ATTESTED
NOTARY PUBLIC
JAIPUR
06/11/19

रजि. नं. 1844 दिनांक 06/11/2019

मुद्रांक मूल्य 50/-

क्रेता का नाम Shubham Ladron LLP Harvish Kumar Ashok Kumar Sharma

पिता का नाम Sharwan Kumar Sharma

निवास स्थान Jajpur

वास्ते 100/100/2

अशोक कुमार शर्मा

ला. स्टाम्प विक्रेता

ला. नं. 42/12

दु.नं. सी-14/14, स्वर्ण पथ

मानसरोवर, जयपुर

किशन



SHUBHAM
GROUP
— A Tradition of Trust —

Shubham Landcon Limited Liability Partnership

LLP Identification no. AAD-5131

4th Floor, S-1 A, Shri Gopal Nagar, Gopalpura By pass, Jaipur, Rajasthan, 302018

Contact person- Ashok sharma

Contact no. 9414059050

Email ID. ashok781977@gmail.com

RERA Regn. No.

Website Company :- www.shubham-group.in

Website RERA :- www.rera.rajasthan.gov.in

ALLOTMENT LETTER

Date:

Ref. No.:

MR.
.....
.....

Sub: Provisional Allotment of Unit No-....., in "Shubh Villa"

Dear Sir/Madam,

This is in response to your application no dated, for allotment of a Unit in in "Shubh Villa".

It gives us immense pleasure to inform you that you have been provisionally allotted Unit No., having an Area of Sq. Ft. **in Shubh Villa.**

In pursuance of the terms & conditions as laid down in the Application Form the Total Price of the Unit is Rs./- (Rupees Only) besides other charges payable as per the installment plan to be annexed as Schedule "...." of the Agreement to sale. The terms and conditions of the Agreement to Sale to be executed between you and the Firm shall be final and binding between both the parties.

You are requested to sign the Agreement to Sale at the earliest.

We value our relationship and welcome you amongst our family.
Thanking you and assuring you the best of services at all times.

Yours faithfully,

For Shubham Landcon Limited
For M/S Shubham Landcon LLP


Designated Partner

(Ashok Sharma)
Partner

SHUBHAM LANDCON LLP

📍 S1A, Shri Gopalnagar S, Gopalpura Bypass, Jaipur

☎ +91-141 3813333 ✉ info@shubham-group.in

AGREEMENT FOR SALE



Affix color
photograph of
the allottee(s)
with signatures
across the
photograph.

This Agreement for Sale, hereinafter referred to as the 'Agreement', is executed at Jaipur on this ____ day of _____, 20__ by and between:

M/s Shubham Landcon LLP, a Limited Liability Partnership firm, duly incorporated under the Limited Liability Partnership Act 2003 and having its registered office at 4th Floor, S-1A, Shri Gopal Nagar, GopalpuraByepass, Jaipur and having its Permanent Account Number (PAN) ACTFS4757P through its Partner, Shri Ashok Sharma S/o Shri Sharvan Kumar Sharma hereinafter referred to as the "**Promoter**" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include, its assignees, legal successor(s) in interest) of the FIRST PART.

Signature of the Promoter

Page 1 of 31

Signature of the Allottee(s)

For Shubham Landcon Limited
Liability Partnership

Designated Partner

AND

Shri _____ S/o _____, aged about ____ years, R/o _____, (Aadhar – _____, PAN - _____) [hereinafter singly/jointly, as the case may be, referred to as the **"Second Party"** or the 'Allottee(s)', which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its legal successor(s), administrator(s), executor(s) and permitted assignee(s)].

The promoter and the allottee(s) shall hereinafter be collectively referred to as 'Parties' and individually as 'Party'.

INTERPRETATIONS/DEFINITIONS:

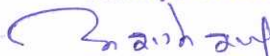
- (1) In this agreement, the following expressions, unless repugnant to the context, shall have the meaning assigned thereto –
- a) 'Act' means the Real Estate (Regulation and Development) Act, 2016.
 - b) 'Built-up Area' means the sum of area of the row house constructed over the plot, as defined herein below. It shall include area encompassed within the walls of the row house, all balconies, whether covered or un-covered, and thickness of all external and internal walls. In case of any wall being common with any other row house, only 50% of the thickness of such wall shall be considered for calculating the built-up area.
 - c) 'Balcony Area or Verandah Area' shall mean the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of the row house, meant for the exclusive use of the allottee(s).
 - d) 'Carpet Area' shall mean the net usable floor area of the row house excluding the area covered by the external walls, areas under the service shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the row house.
 - e) 'CLSS Carpet Area' shall refer to the carpet area as defined in the Credit Linked Subsidy Scheme (CLSS) under the Pradhan Mantri Awas Yojana (PMAY); and shall mean the net usable floor area of the row house, excluding the area covered by the external walls, area covered by the internal partition walls, areas under the service shafts, exclusive balcony or verandah area and exclusive open terrace area.
 - f) 'Common Areas and Facilities' shall mean the common portions, spaces, equipment, services & amenities, which are meant for the common use and enjoyment of all the allottee(s)/resident(s) of the project and more specifically described in the Schedule – Attached hereto.
 - g) 'Earnest Amount' shall mean 10% of the total price of the unit. However, at the promoter's discretion, this amount may be paid by the allottee(s) in installments.
 - h) 'Row house' shall mean a building constructed as per the customized design, which may consist of basement floor, ground floor and first floor, constructed over the plot, defined

Signature of the Promoter

Page 2 of 31

Signature of the Allottee(s)

For Shubham Landcon Limited
Liability Partnership


Designated Partner

herein below, and which is intended and/or capable of being independently and exclusively occupied for residential purposes, has an independent entry/exit to common roads and bears the number of the plot on which it is constructed; and which has been more particularly described in the Schedule – B, Part - II attached hereto.

- i) 'Interest' means the State Bank of India's 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 the rules.
 - j) 'Para' or 'Clause' shall mean a para or clause of this agreement.
 - k) 'Plot' shall mean a piece and parcel of land which has been acquired through a registered lease deed issued by Jaipur Development Authority, and which, bearing a separate and unique number, forms a part of the project and which has been more particularly described in the Schedule –B, Part – I attached hereto.
 - l) 'Project' shall mean the project comprising of residential plots, row houses, park, retail shops, commercial areas, service areas, roads and all that is constructed/to be constructed and/or there about lying on the scheduled land named as 'Shubh Villa' and shall include any future extension that the promoter may carry out at its sole discretion.
 - m) 'Regulation' shall mean the regulations made under the act.
 - n) 'Residents' Association/Society/Owners' Association' shall mean a society, association or body, by whatever name called, formed/to be formed under relevant applicable laws by the residents/owners of the row houses/units in the project.
 - o) 'Rules' shall mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017.
 - p) 'Schedule' shall mean the schedules attached to this agreement.
 - q) 'Scheduled Land' shall mean all land there about lying and situated at khasra numbers 2503/1, 3109/2464, 3111/2498, 3113/2499, 3115/2502 and 3117/2504 situated at Village Bhankrota Kalan, Tehsil Sanganer, District Jaipur, Rajasthan and collectively admeasuring 1.487 hectares (14870 square meters) and which has been more particularly described in the Schedule – A attached hereto.
 - r) 'Section' shall mean the section of the act.
 - s) 'Unit' shall refer to the plot or the row house, as the case may be, which has been allotted to the allottee(s) by the promoter and which has been more particularly described in Schedule – B attached hereto.
- (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 or in the Rajasthan Municipalities Act, 2009 or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws subject to their applicability on the project.

Signature of the Promoter

Signature of the Allottee(s)

For Shubham Landcon Limited
Liability Partnership

Designated Partner

- (3) In this agreement, all pronouns shall be equally applicable to both singular and plural, masculine, feminine or neuter forms as the context may require.

WHEREAS:

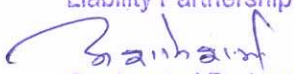
- A. The Promoter has the legal title to the land with legally valid documents and is lawful owner of the land. The present owner i.e. party of the first part had purchased the Agricultural land bearing Khasra Nos. 2464/1, 2498/1, 2499/1, 2502/1, 2504 and 2503/1, Village Bhankrota Kalan, Tehsil Sanganer, Jaipur, admeasuring 1.487 Hectare from the previous khatedars through Registered Sale deed dated 26.04.2019, which was duly registered with the sub registrar Jaipur-VIII on 29.04.2019 in its Book No. 1, Vol No. 505, Page No. 158, bearing serial No. 201903022102895 and an additional copy of the same was also pasted in Book no. 1 Volume no. 2019 at page no. 760 to 784. Thereafter the promoter had applied for conversion of the subjected land from Agricultural to Residential purpose (Township) under the provisions of section 90-A of the Rajasthan Land Revenue Act, 1956 and the Office of Jaipur Development Authority Zone-11 converted the subjected land from Agricultural to Residential Purpose (Township) and passed an order u/s 90-A of Rajasthan Land Revenue Act, 1956 dated 02.08.2019 vide case no. LU2012/JDA/2019-20/100092 in the name of Promoter i.e. M/s Shubham Landcon LLP with new Khasra numbers i.e. 2503/1, 3109/2464, 3111/2498, 3113/2499, 3115/2502 and 3117/2504.
- B. The allottee(s) is well aware that the promoter, at its sole discretion, shall construct residential row houses on some plots located in the project and may develop, market and sell some other parcels of the scheduled land as residential plots. The promoter has a legal and transferrable title to the said plots and all other saleable areas in the project. The roads, park and service areas have been reserved/surrendered by/to JDA, Jaipur.
- C. The promoter is fully competent to enter into this agreement and all the legal formalities with respect to the right and interest of the promoter regarding the scheduled land on which project is to be constructed have been completed.
- D. The layout of the project has been duly approved by the Jaipur Development Authority (JDA). The BPC (LP) of the Jaipur Development Authority in its 274th meeting held on 11.10.2019. Thereafter, the Jaipur Development Authority vide its letter dated 04.11.2019 bearing serial number () जविप्रा/जोन-11/2019/डी-2865 has granted sanction for development of 125 units and park in the project and has released the approved plans accordingly.
- E. The scheduled land is free from all encumbrances, except the plots bearing numbers 1, 2, 3, 22, 23, 93, 94, 95, 96, 97 and retail commercial plot, admeasuring total 1006.87 Sq. Mtrs. are being mortgaged/retained by the Jaipur Development Authority, Jaipur. The said retained plots shall be released in favor of the Promoter upon completion of the internal development works of the roads, parks etc. situated in the project, in terms of the Rajasthan Township Policy, 2010.
- F. The first party has conceived, planned and is in the process of constructing and developing the project after getting necessary permissions/approvals from the competent authorities and which inter-alia comprises of residential plots, residential row houses, EWS and LIG

Signature of the Promoter

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Signature of the Allottee(s)

For Shubham Landcon Limited
Liability Partnership


Designated Partner

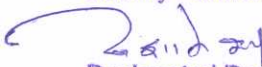
housing plots, commercial spaces, retail shops, service areas, roads, park and includes other common areas and facilities, the development works, all improvements and structures thereon, all easements, rights and appurtenances belonging thereto on the scheduled land, the description and location details of which have been depicted in Schedule – A attached herewith.

- G. The project has been registered with the Rajasthan Real Estate Regulatory Authority on _____ and the Project Registration Certificate number is _____. This registration is valid for a period of ___ years commencing from _____ and ending with _____ unless extended by the authority. The details of the promoter and the said project are also available on the website 'rera.rajasthan.gov.in' of the authority.
- H. The site plan of the plot has been depicted in the Schedule – B, Part – I attached hereto and/or the floor plan of the row house has been depicted in Schedule – B, Part – II attached hereto.
- I. The details of plan of development works to be executed in the project and the proposed facilities to be provided by the promoter or the competent authority, as the case may be, have been described in Schedule – A attached hereto. The external development works required for the project are to be undertaken by Jaipur Development Authority and other concerned authorities as per the provisions of the Rajasthan Township Policy, 2010 of the Government of Rajasthan as amended from time to time.
- J. The details of salient features of the project have been provided in Schedule – G attached hereto.
- K. The details of specifications of materials used/to be used in construction of the row houses have been described in Schedule – H attached hereto.
- L. The stage wise time schedule of completion of the project has been provided in Schedule – I attached hereto.
- M. The following approvals and sanctions have been obtained with respect to the said project –
- a) The layout plan of the project has been approved by the Jaipur Development Authority, Jaipur.
 - b) The patta/lease deed of the said plot has been issued/shall be issued by the Jaipur Development Authority, Jaipur.
 - c) Permission to carry out construction over the said plot has been accorded along with patta/lease deed issued by the Jaipur Development Authority, Jaipur under the relevant legal provisions.
- N. The promoter has opened the followings accounts in the Axis Bank Ltd., Gopalpura, Jaipur for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section (4) of the act.
1. Shubham Landcon LLP-Collection Account-919020084493821
 2. Shubham Landcon LLP-RERA Account-919020084382734
- O. The allottee(s), being aware of the project and the details given herein and/or upon visiting the show home as well as the scheduled land; has, after perusal of all relevant documents

Signature of the Promoter

Signature of the Allottee(s)

For Shubham Landcon Limited
Liability Partnership


Designated Partner

including but not limited to the approved plans of the project and the floor plans of the row house; applied for the allotment and purchase of the unit and has also deposited the advance/earnest/booking amount, as has been mentioned in the Schedule – C attached hereto. The allottee(s) agrees to make timely and complete payments of the remaining total price of the unit as well as other dues/charges as stated in this agreement as per the terms and conditions mentioned herein.

- P. The promoter has clarified to the allottee(s) that the internal layouts of the row houses developed in the project are customizable as per the requirement of the allottee(s) and at the discretion of the promoter. However, the allottee(s) shall neither change the external elevation of the row houses nor raise any construction including construction of additional floor in order to maintain the homogeneity and concept of the project. However, the allottee(s) hereby agrees that if any external elevation including the color scheme is modified or additional floors are constructed within the permissible limits as per the prevailing building bye-laws in the other row houses/units in the project by the promoter or concerned allottee(s) after due approval from the promoter, then he shall not have a right to object to the same. Thus, there are different kinds of row houses conceptualized in the project which may not be the same as the show home. The promoter has already clarified that the show home is for representational purposes only and has been created to provide a look and feel of the row house.
- Q. The allottee(s) has completely satisfied himself regarding the location and specifications of the project including those of the unit he intends to purchase, prior to the execution of this agreement. The allottee(s) has undertaken inspection of the said unit and/or other units similar to it in the project and is completely satisfied in all respects including the sizes, layouts, standards of construction materials used as well as all the provisions and facilities developed/to be developed for the project as well as the unit.
- R. On application, as aforesaid, the allottee(s) has been allotted a unit in the project, and which has been more particularly described in the Schedule - B attached hereto. As per the Rajasthan Township Policy, 2010, the parks, roads and other service areas shall vest with the competent authority. However, the maintenance of the same shall be carried out by the resident's association, as per the laws for the time being in force.
- S. The allottee(s) hereby confirms that he is signing this agreement with the full knowledge of all the laws, rules, regulations, notifications etc. applicable to the project. Further, the parties have gone through all the terms & conditions as set out in this agreement and understood the mutual rights and obligations contained herein.
- T. The assurances/representations made by the promoter are embodied in this agreement and no other assurances/representations in respect of the project or the said unit have been ever communicated in this regard. 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.
- U. 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(s) hereby agrees to purchase the said unit.

Signature of the Promoter

Signature of the Allottee(s)

For Shubham Landcon Limited
Liability Partnership

Designated Partner

NOW THIS AGREEMENT WITNESSETH AND THE PARTIES HERETO MUTUALLY AGREE ON THE 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 unit which has been more specifically described in Schedule - B attached hereto.

1.2 The total price of the unit is more particularly described in the Schedule - C attached hereto [hereinafter referred to as the 'Total Price']. All other charges, which are specifically mentioned in this agreement and do not form a part of the total price, shall be paid by the allottee(s) in addition to the total price as per the time and manner mentioned in this agreement –

(i) The allottee(s) expressly agrees that, in addition to the total price as stated in Schedule – C attached hereto, he shall also be liable to pay all taxes and cesses, including but not limited to GST or any other taxes which may be levied, in connection with the purchase of the unit.

(ii) The allottee(s), in addition to the total price, shall also be liable to pay (a) interest free maintenance deposit; (b) all charges applicable at the time of registration of this agreement as well as the sale deed of the unit such as stamp duty, registration charges, legal charges such as advocate fees etc. (c) society membership fees; (d) proportionate charges payable towards infrastructure setup required for government water supply such as Bisalpur; (e) charges for electricity connection payable to JVVNL; (f) charges for gas connection; and (g) proportionate charges for any additional capital goods and/or infrastructure development and/or any amenities/facilities/proposed development; except for the ones already mentioned herein; which may be required to be installed/developed during the timeline of project construction or at any time in future hereafter, in accordance with any government norms and/or for the common use and enjoyment of all the allottee(s) along with all taxes and cesses levied.

(iii) In case there is any change/modification in the taxes and cesses, the same shall be brought into effect as per the applicable laws.

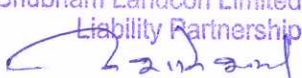
Provided that if there is any increase in the taxes after the expiry of the scheduled date of completion of the project as per the registration with the authority, which shall include the extension of registration, if any, granted to the said project, by the authority, as per the act, the same shall not be charged from the allottee(s).

(iv) The promoter shall intimate the allottee(s), the amount payable as stated in the payment plan given in Schedule – D attached hereto; and the allottee(s) shall make the payment demanded by the promoter within the time and in the manner specified therein.

Provided that as and when any installment becomes due, the promoter shall once inform the allottee(s) and it shall not be obligatory on the part of the promoter to send any further demand notices/e-mails/reminders regarding the payments to be made by the allottee(s).

Signature of the Promoter

Signature of the Allottee(s)

For Shubham Landcon Limited
Liability Partnership

Designated Partner

Provided further that, the parties agree that an e-mail sent by the promoter on the e-mail ID of the allottee(s) mentioned herein, containing the details of the payment demands by the promoter as per the payment plan, shall be considered a legible intimation as required under this agreement as well as the act and the rules and regulations made thereunder.

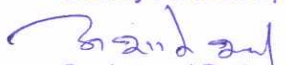
- (v) It shall be the duty of the buyer to deduct and deposit TDS as per the applicable rates on the sale consideration; paid either in installments or in full; as the case may be, and shall produce a receipt of such deduction to the promoter.
 - (vi) The allottee(s), after paying the total price and all taxes, charges and dues payable to the promoter as per this agreement may have an option to get his unit in unfinished condition and complete the same as per his own specifications and at his own cost but such provision, shall be granted at the exclusive discretion of the promoter and shall be subject to all other terms and conditions of this agreement.
- 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 notifications/orders/rules/regulations to that effect along with the demand letter being issued to the allottee(s), which shall only be applicable on subsequent payments, unless any such costs/charges are applied retrospectively.
- 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 the 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(s).
- 1.4 The promoter has already received an advance/booking/earnest amount as has been described in Schedule - C and the allottee(s) agrees and undertakes to pay the remaining balance amount strictly in accordance with the payment plan as described in Schedule - D. Provided that if the allottee(s) delays in payment towards any amount which is payable as per this agreement, he shall be liable to pay delay payment charges along with applicable taxes thereon.
- 1.5 The promoter shall not make any material addition or alterations in the approved layout plans of the project and/or in the specifications and nature of fixtures, fittings and amenities in respect of the unit agreed in this agreement without the written consent of the allottee(s) and the allottee(s) agrees that such consent shall not be unreasonably withheld. However, the promoter may send a letter to allottee(s) for the purpose of taking such consent through registered post 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 a consent of the allottee(s) as required under the act. Provided that the promoter and/or the architect may make such minor additions or alterations as they may deem fit and as may be required during the course of construction of the project as well as such changes as may be required by the allottee(s) and subsequently approved by the promoter; or such other minor changes or alterations as per

Signature of the Promoter

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Signature of the Allottee(s)

For Shubham Landcon Limited
Liability Partnership


Designated Partner

the provisions of the act.

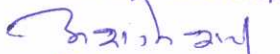
- 1.6 In case of row house, the promoter shall confirm to the final carpet area and balcony area that has been allotted to the allottee(s) after the construction of the unit is complete. In case of any dispute regarding this, the architect's certificate in this regard shall be final and binding on the parties. The total price payable for the carpet area and the balcony area shall be recalculated, upon confirmation, by the promoter. If there is reduction in the carpet area, then the promoter shall refund the excess money paid by allottee(s) within 45 days with interest from the date when the last installment was paid by the allottee(s) as per the payment plan. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the apartment, the promoter may demand the corresponding additional amount from the allottee(s) along with the next milestone of the payment plan as provided in this agreement. Any monetary adjustments pertaining to the changes in carpet area and the balcony area shall be done on pro rata basis as per the total price as mentioned in Schedule – C and such monetary adjustments shall always be made on the basis of carpet area and the balcony area of the unit.
- Provided that the carpet area shall always be measured from brick to brick and balcony dimensions shall be measured up to the outer edge of the balcony slab.
- 1.7 Subject to Clause 9.2, the promoter agrees and acknowledges that after the registration of the conveyance deed of the unit, the allottee(s) shall have the right to the unit as mentioned below –
- (i) The allottee(s) shall have exclusive ownership of the unit.
 - (ii) The allottee(s) shall have the right to use all common areas and facilities along with the other public areas such as roads, parks etc. along with the other allottees, residents and maintenance staff in the project without causing any inconvenience or hindrance to them.
- 1.8 The allottee(s) shall, at all times park his vehicle(s) strictly within the parking area available in his unit and not anywhere else in the project. The allottee(s) further undertakes that he shall never park his vehicle(s) in any of the public spaces including roads, green areas, service areas etc. in the project and shall neither create any constriction/obstruction of the road passageways nor shall create any impediment in the free flow of the traffic in any manner whatsoever.
- 1.9 The Promoter agrees to pay all outgoing/dues before transferring the physical possession of the unit to the allottee(s) which it has collected from the allottee(s), for the payment of outgoing/dues to various competent authorities. If the Promoter fails to pay all or any of the outgoing/dues collected by it from the allottee(s) or any liability, mortgage loan and interest thereon before transferring the unit to the allottee(s), the promoter agrees to be liable, even after the transfer of the 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.
- 1.10 The allottee(s) agrees and understands that except the unit as described in Schedule – B attached hereto, the allottee(s) shall have no ownership claim or right of any nature in respect to any un-allotted plots/row houses/saleable spaces in the project. Spaces such as retail shop etc. built in any part of the project are of a saleable nature and thus, such saleable spaces along with all un-allotted spaces shall remain the exclusive property of the

Signature of the Promoter

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Signature of the Allottee(s)

For Shubham Landcon Limited
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promoter who shall be free to deal/sell such areas as per his discretion in accordance with the applicable laws.

- 1.11 The allottee(s) hereby agrees and acknowledges that the promoter shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this agreement. Moreover, the allottee(s) acknowledges that the promoter has provided all the information and clarifications sought by the allottee(s); and that the allottee(s) has relied only upon his own judgment and investigation, and only after complete satisfaction with respect to the approved plans, location, layout, specifications, government regulations pertaining to the project as well as his ability to make timely payments, has entered into this agreement.
- 1.12 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.
- 1.13 The allottee(s) has the right to visit the project site to assess the extent of development of the project and his allotted unit. However, the promoter discourages such kind of visit by the allottee(s) and his/her family members and strictly prohibits site visits by children due to the risks involved at construction sites. If at all 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/or his accompanying persons while visiting the site.
- 1.14 If case the allottee(s) avails a loan facility from any bank/financial institution towards the purchase of the unit, it shall be the sole responsibility of the allottee(s) to get the loan sanctioned and disbursed in accordance with the payment plan. In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the promoter, as per the payment plan, shall be ensured by the allottee(s), failing which the allottee(s) shall be considered under default and delay payment charges may be levied. Provided that the terms and conditions enforced by any such bank/financial institution shall be exclusively applicable on the allottee(s) only.

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 demand by the promoter, whether by an e-mail or by any other mode, within the stipulated time as mentioned in the payment plan as per Schedule – D through account payee cheque/demand draft/banker's cheque or online payment in favor of M/s Shubham Landcon LLP payable at Jaipur. The receipt would be valid only after realization of the said financial instrument and effect of payment in the promoter's account. However, the date of credit shall be deemed to be the date of payment of installment by the allottee(s).

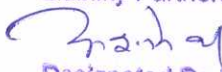
3. COMPLIANCE OF LAWS RELATING TO REMITTANCES –

- 3.1 The allottee(s), if residing 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 other applicable laws including that of remittance of payment, acquisition/sale/transfer of immovable properties

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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 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 with regards to matters specified herein above. The allottee(s) shall keep the promoter fully indemnified and harmless in this regard. 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 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(s) and such third party shall not have any right in the application/allotment of the said unit allotted herein in any way and the promoter shall issue the payment receipts only in favor of the allottee(s).

4. ADJUSTMENT/APPROPRIATION OF PAYMENTS –

The allottee(s) has authorized the promoter to adjust/appropriate all payments made by him under any head of dues against lawful outstanding of the allottee(s) against the unit, if any, in his name and the allottee(s) 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 unit to the allottee(s).

Provided that this shall be subject to timely payment by the allottee(s) so that any impediment in construction of the project due to his default may not occur. Hence, timely payment of the Total Price and all other payments/charges as mentioned herein by the allottee(s) shall also be the essence of this agreement.

6. CONSTRUCTION OF THE PROJECT –

The allottee(s) has seen, understood and accepted the approved plans of the project, as well as the specifications, location, amenities and facilities of the unit and the project and has further accepted the floor plan and the payment plan as mentioned in this agreement. The promoter shall develop the project in accordance with the said approved plans, floor plans and specifications, amenities and facilities. Subject to the terms in this agreement, the promoter undertakes to strictly abide by the relevant building bye-laws and shall not have an option to make any variation/alteration/modification in such plans, other than as per the procedure/conditions agreed by and between the parties under Clause 1.5 or in the manner as provided under the act.

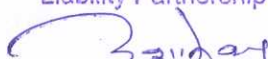
7. POSSESSION OF THE UNIT –

- 7.1 Schedule for possession of the said unit –The promoter agrees and understands that timely delivery of the possession of the unit to the allottee(s) and the common areas to the society or the competent authority, as the case may be, is the essence of this agreement.

Signature of the Promoter

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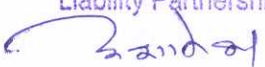
The promoter assures to handover the possession of the unit along with ready and complete common areas with all specifications, amenities and facilities of the project in place on or before December 31, 2023, unless there is delay due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature effecting the regular development of the project [hereinafter referred to as 'Force Majeure'].

If, however, the completion of the 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, 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 allottee(s) with interest within forty-five days from that date. The promoter shall intimate the allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the allottee(s), the allottee(s) agrees 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 for the unit (if required) 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 (if required). Provided that in the absence of the local laws, 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/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, to the allottee(s) at the time of conveyance of the same.
- 7.3 Failure of allottee(s) to take possession of the unit – Upon receiving a written intimation from the promoter as per clause 7.2 above, the allottee(s) shall take possession of the unit from the promoter by executing the necessary indemnities, undertakings and such other documentation as prescribed in this agreement and the promoter shall give the possession of the unit to the allottee(s). In case the allottee(s) fails to take possession within the time provided as per clause 7.2 above, such allottee(s) shall continue to be liable to pay maintenance charges as specified under clause 7.2 above.
- 7.4 Possession of the allottee(s) – After obtaining the occupancy certificate of the unit (if required) and handing over the physical possession of the unit to the allottee(s), it shall be the responsibility of the promoter to handover the necessary documents and plan, including the common areas to the society or the competent authority, as the case may be, as per the local laws. Provided that in the absence of any local laws, the promoter shall handover the necessary documents and plans, including common areas to the society or the competent authority, as the case may be within thirty days after obtaining the completion certificate.

Signature of the Promoter

Signature of the Allottee(s)

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7.5 Cancellation by the allottee(s) – 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/earnest amount paid for the allotment. The balance amount of the 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(s) 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 the 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 Terms 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 this act; or for any other reason; the promoter shall be liable, on demand to the allottee(s), in case the allottee(s) 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 compensation in the manner as provided under the act within 45 (forty-five) days of it becoming due.

Provided that where the allottee(s) does not intend to withdraw from the project, the promoter shall pay the allottee(s) interest for every month of the delay, till the handing over of the possession of the unit, which shall be paid by the promoter to the allottee(s) within 45 (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 scheduled land and 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 the development of the project.
- (iii) There are no encumbrances upon the said land or the project except those that have been mentioned herein above.
- (iv) There are no litigations pending before any court of law or authority with respect to the scheduled land, project or the unit.
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the project, scheduled land and unit are valid and subsisting and have been obtained by following due process of law. Further, the promoter has been and shall,

Signature of the Promoter

Signature of the Allottee(s)

at all times, remain to be in compliance with all applicable laws in relation to the project as well as the unit.

- (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 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).
- (x) The scheduled 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 scheduled land.
- (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 (except the taxes mentioned in Clauses 7.2 and 7.3 (iii), which shall be paid according to the said clause) to the competent authorities till the completion of the project.
- (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 scheduled land and/or the project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES –

Subject to the force majeure clause, the promoter shall be considered under a condition of default, in the following events, namely –

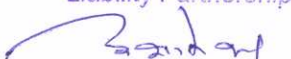
- (i) The promoter fails to offer possession of the unit to the allottee(s) without any default on the part of the allottee(s), within the time period specified in Clause 7.1 above, or fails to complete the project within the stipulated time disclosed at the time of registration of the project with the 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.

9.1 In case of default by the promoter under the conditions listed above, the allottee(s) is

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entitled, subject to the condition that there is no default on the part of the allottee(s), 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 the allottee(s) under any head whatsoever towards the purchase of the unit, along with interest within forty-five days of receiving the termination notice.

Provided that where allottee(s) does not intend to withdraw from the project or terminate the agreement, he shall be paid, by the promoter, interest calculated at the interest rate for the period of delay till the handing over of the possession of the unit, which shall be paid by the promoter to the allottee(s) within forty-five days of it becoming due.

9.2 The allottee(s) shall be considered under a condition of default, on the occurrence of any one or more of the following events –

- (i) In case the allottee(s) fails to make payments for any installment as per the payment plan stated in Schedule – D.
- (ii) In case of default by allottee(s) under the conditions listed above continues for a period beyond 30 days after notice from the promoter in this regard.
- (iii) In case of delay or failure on the part of the allottee(s) to deposit the stamp duty/registration charges, any other amounts due to the promoter under this agreement including delay payment charges; and/or in execution and registration of conveyance deed of the unit and/or taking possession of the unit within the period mentioned in the offer of possession.
- (iv) In case of breach of any other terms & conditions of this agreement on the part of the allottee(s) and/or violation of any of the applicable laws on the part of the allottee(s).
- (v) Failure, pursuant to a request by the promoter, to become a member of the owner's association and/or defaulting in payment of related society membership and registration fees.
- (vi) Assignment of this agreement or any interest of the allottee(s) in this agreement without prior written consent of the promoter or not executing documents as may be required under the law for such transfer.
- (vii) Dishonor/stoppage of payment by any cheque(s) including postdated cheques given by allottee(s), for any reason whatsoever.

9.3 The promoter's rights/remedies upon occurrence of any of the events of default on the part of the allottee(s) as mentioned in Clause 9.2, above, shall be as follows –

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- (i) Upon occurrence of events of default stated in Clause 9.2 (i), the allottee(s) shall be liable to pay delay payment charges on the overdue amounts 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 date of the payment of such overdue amounts by the allottee(s) to the promoter.
- (ii) Upon occurrence of events of default stated in Clause 9.2 (ii), the promoter, at its sole discretion, may terminate this agreement, by serving a notice of 30 (thirty) days to the allottee(s) in this regard.
- (iii) Upon occurrence of events of default stated in Clause 9.2 (iii) through (vii), the promoter, at its sole discretion, may terminate this agreement, by serving a notice of 30 (thirty) days to the allottee(s) in this regard.

Provided that in case of events of default stated in Clause 9.2 (iii), till the time the promoter exercises the option to terminate this agreement, it shall be entitled to (a) recover delay payment charges as per Clause 9.3 (i); (b) recover maintenance charges from the offer of possession; (c) recover holding/safeguarding charges @ 0.1% per month on the Total Price; (d) withhold registration of conveyance deed in favor of the allottee(s); and (e) refuse possession of the unit to the allottee(s) till the payment of amounts mentioned in Clause 9.2 (iii) and the allottee(s) hereby authorizes the promoter for the same.

- (iv) The rights and remedies of the promoter under all the above clauses shall be in addition to the other rights and remedies available to the promoter under applicable laws, equity and under this agreement. Further, acceptance of any payment without delay payment charges shall not be deemed to be a waiver by the promoter of its right of charging such delay payment charges or of the other rights mentioned in this agreement.

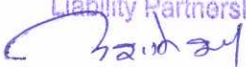
- 9.4 Upon termination of this agreement by the promoter, due to the events of default by the allottee(s) as per any of the conditions mentioned in Clause 9.2 hereinabove, the promoter shall intimate the allottee(s) about such termination at least thirty days in advance. After the said thirty day notice period, the promoter may terminate this agreement without requiring the consent of the allottee(s), and shall be entitled to sell the unit to any other person or otherwise deal with the unit in any manner whatsoever.

Provided that upon termination of this agreement by the promoter due to such defaults by the allottee(s), the promoter shall be entitled to forfeit (i) the earnest amount; (ii) all/any taxes, duties, cess etc. deposited by the promoter to the concerned departments/authorities with respect to the unit; (iii) all/any penalties and delay payment charges levied with respect to the unit; (iv) the brokerage charges paid by the promoter with respect to the booking of the unit; from the amounts paid by the allottee(s) till the date of cancellation and the balance amount of money paid by the allottee(s) shall be returned by the promoter to the allottee(s) without any interest, from the amounts realized from the such new allottee(s)/buyer(s) of the same unit. The allottee(s), upon termination of this agreement, shall not have any lien, right, title, interest or claim in respect of the unit.

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For Shubham Landcon Limited
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9.5 Without prejudice to the rights of the promoter under this agreement, the promoter shall be entitled to file/initiate appropriate complaint/proceedings against the allottee(s) under the act or any other law for the time being in force for default/breach of any other terms and conditions of this agreement or the provisions of the act/rules/regulations.

10. MAINTENANCE OF THE PROJECT:

The promoter, itself or through a maintenance agency of its own discretion, shall provide and maintain the common areas and facilities and other essential services in the project till the time of their handover to the owners' association. However, any/all usage/maintenance charges including GST shall be paid and borne by the allottee(s) in addition to the total price.

- (i) The promoter, at any time hereinafter, invite the allottee(s) to form the residents' association/society/owners' association; which may be formed either under the Societies Registration Act, Cooperative Society Act or as any association of the residents or any other body corporate; for the responsibilities of maintenance/management of all common areas and facilities, essential services, other common spaces such as parks, open spaces, roads, service areas located in the project and/or with such other object or purpose or in such manner and to such extent as the promoter or their nominees may decide from time to time. Provided that, in case the allottee(s), do not form a society within 30 (thirty) days from such invitation, as mentioned herein, the promoter, at its sole discretion may withdraw itself or the maintenance agency appointed by it, from the maintenance/management of the project and the allottee(s) shall have no right to raise any objection with respect to this.
- (ii) The allottee(s) agrees and undertakes that in the event of decision of the promoter to form any such society, he shall be bound to join, subscribe and become the member of the society and shall abide by and comply with the bylaws and rules and regulations of such society.
- (iii) The allottee(s) undertakes that he shall, at all times, sign and execute the application and all other documents necessary for the formation and registration of the society or association or body corporate including its bye-laws and shall duly fill in, sign and return the same to the promoter within 10 (Ten) days of the same being forwarded by the promoter to the allottee(s). The allottee(s) shall not raise any objection, if any changes or modifications are made in the draft bylaws of the society as may be required by the registrar of society or other competent authority.
- (iv) The allottee(s) understands and is aware that the society, so formed, shall comprise of all the residents/allottees in the project including any future extension and shall be common for the all allottees of the project. The allottees of the future extension of the project shall join, subscribe and become a member of the society and the society shall be run by all the unit holders/allottees together and the allottee(s) shall not have any objection to it.
- (v) Until the formation of the society, the promoter or the maintenance agency overlooking the maintenance of the project shall have all the rights and authorities of

Signature of the Promoter

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the society, in addition to the rights expressly mentioned herein, to enable proper maintenance of the common areas and facilities.

- (vi) Upon formation of the society as stated herein above –
- (a) The promoter shall handover the maintenance/management of the common areas and facilities as well as other essential services along with the parks, roads, open spaces and service areas located in the project to the society which shall be independently responsible for the maintenance, repairs, safety and security of the same.
 - (b) The society shall solely determine, from time to time, the rate of usage/maintenance charges required to be paid by the allottee(s) as well as the amount of combined expenses and outgoings as well as any sinking fund charges that may be recoverable proportionately from the allottee(s). The allottee(s) agrees that he shall be liable to pay all such proportionate outgoings, expenses and other dues to the society, from time to time and regularly.
 - (c) The promoter shall transfer the interest free maintenance security deposit to the society's designated bank account after the common areas and facilities as well as the other essential services and common spaces have been handed over to the society. The allottee(s) agrees that such transfer of deposit shall be done after adjusting all types of dues payable by all the allottee(s) to the promoter and it shall be the duty of the owners' association to recover any such dues from the defaulting allottee(s).
 - (d) The allottee(s) shall be bound by all the terms and conditions of the bylaws and any other agreement entered into by the owners' association and any decision taken by it as per its bylaws.
- (vii) The allottee(s) agrees that if at any time under any law/order or if the promoter/maintenance agency/owners' association may think necessary to insure the project or any other common area and facilities, the charges towards the same shall be paid by the allottee(s) proportionately.
- (viii) In the event of the promoter appointing a maintenance agency to maintain and manage the common areas and facilities and/or the essential services in the project, at any time from the date when the first offer of possession is issued to any allottee(s) in the project and/or at such time which the promoter at its sole discretion may decide, the allottee(s) shall be bound to enter into and execute the said maintenance agreement as per the format agreed between the promoter and the maintenance agency along with all other necessary documents that might be required towards the same.
- (ix) The allottee(s) agrees that his right to use of common areas and facilities, essential services as well as all common spaces of the project shall be subject to the timely payment of total maintenance charges and performance by the allottee(s) of all his obligations in respect of the terms and conditions specified under this agreement as well as the owners' association from time to time.

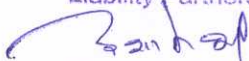
11. DEFECT LIABILITY –

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It is agreed that in case any structural defect or any other defect as per the legal provisions or any other obligations of the promoter as per this agreement relating to the construction/development of the unit of the allottee(s) is brought to the notice of the promoter within a period of five years by the allottee(s) from the date of handing over of possession or the date of offer of possession, whichever is earlier, 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 such time, the aggrieved allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the act. Provided that in case any damage to the unit or the project is caused by the allottee(s) and/or on account of any reasonable wear and tear and/or due to improper maintenance and undue negligence on the part of the allottee(s)/owners' association and/or caused due to force majeure; the same shall not be covered under defect liability. Provided further that the allottee(s) understands and expressly agrees that the construction activity, in general, is heterogeneous in nature and any shortcomings inherent to such heterogeneity including but not limited to unequal setting of footings, contraction or expansion due to temperature variations, nature of joints between concrete and masonry, pervious nature of concrete and plastered masonry etc. shall not be termed as structural defects or defects in workmanship or quality of construction. Both the parties agree that in an event of disagreement over the nature/cause of any defect as mentioned herein above, the same shall be referred to the architect, whose report and decision shall be final and binding. 'Architect' shall mean and refer to such person(s)/firm(s)/company (ies) whom the promoter may appoint, from time to time, as the architect of the project. It is also expressly understood by the allottee(s) that the promoter shall provide/install all electronic or mechanical equipment/services that are ancillary to the project construction/habitability and/or as may be installed in common area and facilities and/or any other essential services of the project on a one time basis and shall pass on their respective warranties/guarantees to the allottee(s)/owners' association. The promoter shall not be held liable to rectify/replace any such equipment/services in case of any defects or non-operation; and that the allottee(s)/owner's association, in such cases, shall directly contact the respective vendor/company keeping the promoter indemnified.

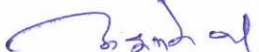
12. INDEMNIFICATION –

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 any 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 committing 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 the 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 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 as prescribed herein; (vi) due

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Signature of the Allottee(s)

For Shubham Landcon Limited
Liability Partnership


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to failure of the allottee(s) to appear before the sub-registrar for registration of this agreement in the time and manner as prescribed herein; (vii) termination of this agreement by the promoter due to any default/delay on the part of the allottee(s).

12.1 The parties acknowledge that the foregoing indemnities shall survive the termination of this agreement.

12.2 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.

13. 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, 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 thereto.

14. RIGHT TO ENTER THE UNITS FOR REPAIRS –

The promoter/owner's association shall have rights of unrestricted access to all common areas, service areas, commercial areas, retail shops for providing necessary maintenance services and the allottee(s) agrees to permit the representatives of the promoter/owner's association to enter into the 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.

15. USAGE –

The service areas or other common spaces, if any, as located within the project, shall be earmarked for purposes of providing essential services and other common facilities and amenities including but not limited to installation/setup of electric sub-station, transformer, DG sets, underground water tanks, pump rooms, maintenance and service rooms, sewage treatment plants etc. and other such uses as the promoter may deem fit. The allottee(s) shall not be permitted to use the service areas in any manner whatsoever, and the same shall be reserved for use by the owner's association or promoter, as the case may be, for rendering maintenance services.


16. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT AND THE PROJECT –

The allottee(s) shall, after taking possession or from the date of offer of possession, whichever is earlier, be solely responsible to maintain the said unit at his own cost, in good condition and shall not do or suffer to be done anything in or to the said unit and/or the project including not limited to the service areas, parks, roads, circulation areas etc.; which may be in violation of any laws or rules of any authority or change or alter or make additions to the said unit in any manner whatsoever and shall always keep the said unit, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the unit is not in any way damaged or jeopardized.

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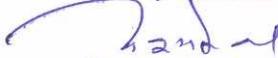

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- 16.1 The allottee(s) further undertakes, assures and guarantees that he would not put any sign-board, neon light, publicity material, advertisement material etc. on the façade of the unit or anywhere else in the project. The allottee(s) may, however, put his name plate at such place as has been designated by the promoter.
- 16.2 The allottee(s) understands that the project is developed based upon a particular concept and has some basic features like uniform elevation, uniform external paint scheme of the exposed walls, G + 1 construction above the plinth level in all units, and other such features so as to maintain the uniformity, concept and aesthetic sense of the project. However, in case of any modification is required by the allottee(s) in respect of the abovementioned features of the rowhouse/unit, then the allottee(s) shall seek prior approval in writing of the promoter and the promoter shall have the sole discretion to approve or reject the modifications sought by the allottee(s). Also, the allottee(s) hereby agrees that if any of the abovementioned features of the other row houses/units in the project is modified by the concerned allottee(s) or the promoter, then he shall not have a right to object to the same.
- 16.3 The allottee(s) shall strictly adhere to the concept of the project as has been envisaged by the promoter and briefly described in Clause – 16.2 above and pursuant to the same as well as with respect to the safety and security of the unit as well as the project, shall neither do nor allow to be done, any of the following –
- (i) Raise any kind of construction, whether temporary or permanent, on the rear/front balcony, lawn, terrace or parking space in the unit.
 - (ii) Change/alter/modify the design of the glass railings/MS railings and the windows fitted on the outer walls of the unit.
 - (iii) Store any hazardous or combustible goods in the unit.
 - (iv) Install/place any heavy material/machinery in the unit which may be non-confirming to the structural design of the unit.
 - (v) Damage in any manner; the columns, beams, walls, slabs or RCC structure in the unit.
 - (vi) Remove any wall, including the outer and/or load bearing walls of the unit.
 - (vii) Use the unit for any purpose other than as set out under this agreement or as has been approved by the competent authority nor shall use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of other units in the project or for any illegal or immoral purpose.
 - (viii) Neither throws any dirt, rubbish, rags, garbage etc. nor shall discharge any waste water from the unit on to any common or open area, roads, other units or any portion of the project or scheduled land.
 - (ix) Open a window/gate or create any cut out/opening in any of the common walls between the units in any circumstances.

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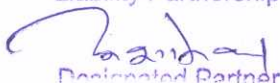

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- (x) Disturb/alter/modify the network of any/all services connected to the unit such as sewerage, electricity, fresh water, telephone line etc. and the same shall remain connected and installed in the manner as provided by the promoter.
 - (xi) Cause any type of civil/construction changes in the unit nor shall bring about any change by way of fabrication or by installing any fiber/polycarbonate/tensile/MS/wooden sheet or members.
 - (xii) Affix any kind of lights, fixtures or articles outside or on to the façade of the unit which may disturb the uniformity or homogeneity of the project or affect the project in any manner.
 - (xiii) Dump any kind of construction material outside the unit and on to the common or open area including the roads, parks etc. while carrying out any interior decoration work in the unit or carrying out any internal changes in the unit, as may be permissible under this agreement; and shall ensure that all such material is carried/stored inside the unit.
 - (xiv) Dig out the road in front of the unit or change/alter/modify/reconstruct the road section in front of the unit for any reason whatsoever.
 - (xv) Install any D2H equipment, network boosters, antennas or other such equipment/devices on the front façade of the unit.
 - (xvi) Any act or thing which may render the insurance of the unit, void.
- 16.4 The allottee(s) shall install all fixtures and fittings including but not limited to air conditioners, coolers etc. at the places earmarked or approved by the promoter/owners' association and nowhere else. The non-observance of this covenant shall entitle the promoter or the owners' association, as the case may be, to enter the unit, if necessary, and remove all non-conforming fittings and fixtures at the cost and expenses of the allottee(s).
- 16.5 The allottee(s) shall plan and distribute its electric load in conformity with the electrical systems and wiring as installed by the promoter. The allottee(s) shall be responsible for any loss or damages arising out of breach of this covenant. Furthermore, the allottee(s) shall be responsible for seeking electricity connection for his unit from JVVNL and shall be solely required to bear all expenses related to this.
- 16.6 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 unit/project shall be applicable to and enforceable against any and all occupants, tenants, licensees and/or subsequent allottee(s)/assignees/nominees/endorsers/family members of the allottee(s), as the said obligations go along the unit for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licensees and/or subsequent allottee(s)/assignees/nominees/endorsers/family members of the allottee(s) in the unit is permissive or hostile.

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- 16.7 In case any government/semi-government organization requires the promoter/owner's association to create appropriate infrastructure in order to supply water to the project, the same shall be carried out by the promoter/owner's association at the proportionate expenses borne by the allottee(s). Also, in case such infrastructure is laid by the said government/semi-government organization against any demand raised by it, the same shall be borne by the allottee(s) proportionately. The allottee(s) understands that till the time such infrastructure is developed, water shall be sourced in the project through tankers. The cost of water usage in the unit, whether procured from municipality, Bisalpur line, water works department, PHED, private tankers and/or from any outside vendor, shall be separately paid by the allottee(s) in the time and manner as decided by the promoter/owner's association.
- 16.8 The allottee(s) shall bear the proportionate cost of connecting the project to the sewerage network as and when it is developed by the competent authorities. Till such time, the proportionate cost for removal of waste water from the project by any third party, if required, shall be borne by the allottee(s).
- 16.9 The promoter shall be exclusively entitled to install any signage, hoardings, advertisements and/or perform any kind of branding activities for any of its project(s) at any suitable place in the project and the allottee(s)/owner's association shall not have any objection to it.
- 16.10 In all the matters not hereby specifically provided, the decision of the promoter shall be final and binding upon the allottee(s)/owners' association if there arises any dispute amongst various space owners with respect to any matter relating to the use of common amenities, services and facilities in the said project or generally in relation to the matters of upkeep and maintenance of the project.
- 17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY THE PARTIES –**
The parties are entering into this agreement for the allotment of the unit with the full knowledge of all laws, rules, regulations, notifications applicable to the project.
- 17.1 The allottee(s) along with the other allottee(s) in the project or the owner's association, as the case may be, shall be liable and responsible for applying or obtaining renewal of consent to operate, renewal/replacement of transformer, any/all other consent/NOC and/or any other statutory renewals which are required to be obtained with respect to the project and shall, without any reference to the promoter, be entitled to approach the requisite authority for any such approvals/renewals. Failure to get such statutory approvals or renewals within the prescribed time and/or consequences resulting due to their non-renewal shall not cast any liability on the promoter. Further, all costs/expenses in relation to such approvals/renewals shall be borne proportionately by the allottee(s).
- 18. ADDITIONAL CONSTRUCTIONS AND SHARING OF SERVICES –**
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 or subsequent sanctions accorded by the competent authority.

The allottee(s) undertakes that it shall not, at any time hereinafter, make additions or put

Signature of the Promoter

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up additional structure on the terrace of the unit and/or anywhere else in the unit.

- 18.1 The promoter has represented that the project may be extended further beyond the scheduled land. However, all the essential services including all common areas and facilities, common spaces, parks, roads, service areas along with all the infrastructure development and public space and other such areas contained in the project shall be common for and shared by all allottee(s) of the project including any future extension; and all the allottee(s) including of the future extension shall be equally entitled to use them.
- 18.2 The promoter may integrate and link the facilities and amenities including all the essential services which have been developed in the project including but not limited to DG back up, security equipment, sewerage and fresh water systems, service ducts, electricity lines etc. with the future extension, if any. The allottee(s) understands and agrees to share all such services, facilities, areas and amenities developed in the Project and has no objection therein.

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE –

Without affecting the rights and interest of the allottee(s) with respect to the unit under this agreement; in case the promoter raises 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, such mortgage shall be subject to the condition that the rights and interest of the allottee(s) in respect of the unit under this agreement shall not be affected and the allottee(s) shall be entitled to take loan from any bank/financial institution for purchase of the unit and the unit shall be free from all encumbrances at the time of registration of the conveyance deed. For the purpose of the same, the promoter shall provide NOC or other documents, as may be required by the allottee(s).

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, 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(s) may be cancelled, at the sole discretion of the promoter and any such cancellation shall be as per the Clause – 9.4 mentioned herein above.

21. ENTIRE AGREEMENT –

This agreement, along with its schedules and annexures, 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, MoU, correspondences, arrangements, whether written or oral, if any, between the parties with regards to the said unit.

22. RIGHT TO AMEND –

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This agreement may only be amended through written consent of the parties.

23. BROKERAGE –

In case, the allottee(s) has to pay any commission brokerage to any person(s)/firm(s)/company(ies) for services rendered by such person(s)/firm(s)/company(ies) to the allottee(s) whether 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 amounts as stated in Schedule – D attached hereto.

24. COUNTERPARTS –

2 (Two) copies of this agreement shall be executed in two originals and the promoter shall retain the first and shall provide the second executed copy to the allottee(s) for his reference.

25. WAIVER NOT A LIMITATION TO ENFORCE –

The promoter may, at its sole option and discretion, without prejudice to its rights as laid 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(s) that exercise of discretion by the promoter in the case of one allottee(s) shall not be construed to be a precedent and/or binding on the promoter to exercise such discretion in the case of other allottee(s).

25.1 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. Provided that any waiver, as given by the promoter, may be revoked at the sole discretion of the promoter, if the allottee(s) commits any subsequent and/or repeated defaults. Accordingly, any waiver given by any party shall be in written form.

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 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. Provided that in case any of the provisions, attributable to the above causes, has to be deleted/replaced/amended, then the parties shall negotiate in good faith to replace/amend such unenforceable provisions so as to give effect nearest the provisions being deleted/replaced such that it preserves and protects the interest of the parties under this agreement.

27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERED 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 in the proportion which the plotarea of the unit bears to the total plotarea of all the units in the project or on the basis of any other standard that shall be adopted uniformly amongst all other allottee(s).

Signature of the Promoter

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Signature of the Allottee(s)

For Shubham Landcon Limited
Liability Partnership


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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, as decided by the promoter. After the agreement is duly executed by the allottee(s) and the promoter or simultaneously with the execution, the said agreement shall be registered at the office of the Sub-Registrar at Jaipur. Hence this Agreement shall be deemed to have been executed at Jaipur.

30. NOTICES –

All the notices to be served on the allottee(s) or the promoter as contemplated by this agreement shall be deemed to have been duly served on the part to whom such notice is to be given if sent either by registered AD post or speed post at their respective addresses specified herein above. 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/speed 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.

Provided that the allottee(s) agrees to receive the promoter's requests for payments as per the payment plan stated in Schedule – D attached hereto, through e-mail. Such e-mail sent on the e-mail address mentioned above shall be a duly served notice/intimation, as required under the act and the rules, and the allottee(s) shall be bound to act upon it within the time and manner specified therein. It shall also be the duty to inform each of any changes in the e-mail address by registered/speed post failing which all mails shall be deemed to received by the either party.

31. JOINT ALLOTTEE(S) –

In case there are joint allottee(s), all communications shall be sent by the promoter to the allottee whose name appears first and at the address given by him which shall, for all intents and purposes be considered as properly served on all the allottee(s).

32. SAVINGS –

Any application, letter, allotment letter, MoU or any other document signed by the allottee(s), in respect of the unit prior to the execution and registration of this agreement shall not be construed to limit the rights and interests of the allottee(s) or the promoter under the actor the rules and regulations made thereunder.

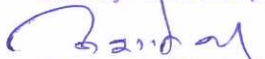
33. GOVERNING LAW –

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

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For Shubham Landcon Limited
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34. DISPUTE RESOLUTION –

All or any disputes arising out of or touching upon or in relation to the terms and conditions of this agreement or its termination including the interpretation and validity thereof as well as the respective rights and obligations of the parties, shall be settled amicably by mutual discussions between the parties. On failure of measures mentioned herein before, the dispute shall be settled in the manner as provided under the act. This agreement is subject to the Jurisdiction of the Jaipur bench of Honorable High Court of Rajasthan or any subordinate courts at Jaipur only.

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this agreement for sale along with its schedules A through I, here at Jaipur with their free consent in the presence of attesting witnesses, signing as such on the day first above written.

Signed and delivered by the within named promoter and allottee(s) in the presence of witnesses on _____ -

Signature of the promoter –
For M/s Shubham Landon LLP

(Ashok Sharma)
Partner

Signature of the second party/allottee(s)

Shri _____
E-mail ID - _____

WITNESSES:

1.

2.

Schedule – A
Description of the Scheduled Land

Signature of the Promoter

Signature of the Allottee(s)

For Shubham Landon Limited
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All land there about lying and situated at khasra numbers 2503/1, 3109/2464, 3111/2498, 3113/2499, 3115/2502 and 3117/2504 situated at Village Bhankrota Kalan, Tehsil Sanganer, District Jaipur, Rajasthan and collectively admeasuring 1.487 hectares 14870 square meters. The Latitude/Longitude of the end points of the scheduled land are as follows –

- In North – 26° 51' 38.4768" N / 75° 42' 37.6488" E
- In South – 26° 51' 31.6872" N / 75° 42' 37.0296" E
- In East – 26° 51' 35.1432" N / 75° 42' 40.9284" E
- In West – 26° 51' 36.18" N / 75° 42' 35.0244" E

Schedule – B
Description of the Unit

• **Part - I: Description of the Plot –**

A residential plot bearing number ____ admeasuring ____ square meters or ____ square yards situated in the said project, patta in respect of which has been executed by JDA in favor of the owner on _____ and which has been registered with the Sub-Registrar, _____ on _____ in Book - ____, Volume - ____, Page - ____ at Serial number - _____ and an additional copy is pasted in Book - _____, Volume - _____, Page - ____ to _____. The plot is bounded on all sides as under:

- (i) East –
- (ii) West –
- (iii) North –
- (iv) South –

The copy of the site plan of the plot is depicted below –

• **Part – II: Description of the Row House –**

A residential row house bearing number - ____ and constructed upon the plot bearing number - ____ and detailed as below:

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Sr. No.	Particular	Detail
1.	Carpet Area	_____ square feet
2.	Balcony Area	_____ square feet
3.	CLSS Carpet Area	_____ square meters
4.	Built-up Area	_____ square feet

The floor plan of the row house is depicted below –

Schedule – C
Price of the Unit

Total Price of the Unit is Rs. _____/- (Rupees _____ only).

Note –

- a) The total price of the unit, as mentioned above, includes the advance/booking/earnest amount of Rs. _____/- (Rupees _____ only) paid by the allottee(s).
- b) In addition to the total price of the unit, as mentioned above, the allottee(s) agrees to pay the following –
 - i. Interest free maintenance security deposit of Rs./- (Rupeesonly) to be retained by the RWA.
 - ii. All taxes and cesses, including but not limited to GST or any other taxes, whether applicable at present or in future and which may be levied by any competent authority, state and/or central government in connection with the purchase of the unit.
 - iii. All other charges and expenses such as – (a) all charges applicable at the time of registration of this agreement as well as the sale deed of the unit such as stamp duty, registration charges, legal charges such as advocate fees etc. (b) electricity connection charges payable to JVVNL (c) all other additional charges as have been mentioned in the agreement and payable as and when applicable.

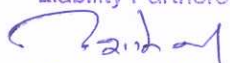
Schedule – D
Payment Schedule

Stage	Development Description	Percentage of the total
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		price of the unit
I		
II		
III		
IV		
V		
VI		
VII		

Note –

- The promoter offers various payment schedules and the allottee(s) has the option to choose the schedules he wishes to opt as per his convenience.
- All amounts payable by the allottee(s) to the promoter as per the above payment plan shall be paid within 7 days of the demand being raised by the promoter.
- Amount reflected above is exclusive of GST, all other applicable taxes and cesses as well as all other charges as specified in note (b) under Schedule – C.

Schedule – E

Details of Common Areas and Facilities in the project

- Entrance gate of the project.
- Security system apparatus including CCTV and/or any such other items installed anywhere in the project.
- Any other services/amenities/arrangements/infrastructure or capital goods made or installed in future, for the common benefits of the allottee(s) of the project.

Schedule – F

Development works to be undertaken

The following development works shall be carried out in the project –

- Road network within the project
- Fresh water supply system
- Electricity supply and distribution system
- Rain water harvesting system
- Sewerage system
- Plantation work

Schedule – G

Salient features of the project

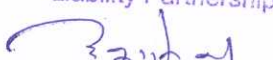
The salient features of the project include –

Signature of the Promoter

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Signature of the Allottee(s)

For Shubham Landcon Limited
Liability Partnership


Designated Partner

1. Road network
2. Well-lit approach road to all units
3. Landscaped roads and park

Schedule – H

Specification of materials to be used in the construction of the unit

- Demarcation of plots and the block boundary upto a height of 2 feet shall be constructed in case of plots.
- In case of row houses, however, following shall be the specifications –
 - (i) Vitrified tiles flooring
 - (ii) POP finish on all walls & ceilings
 - (iii) Premium quality distemper on walls & ceilings
 - (iv) Premium quality designer laminated flush doors
 - (v) Ceramic tiles flooring in all washrooms
 - (vi) Premium quality sanitary ware and CP fittings
 - (vii) Granite working counters and stainless steel sinks in kitchen
 - (viii) Premium quality wires, cables, modular switches & accessories

Schedule – I

Stage wise time schedule for completion of the project subject to force majeure

Sr. No.	Stage of Development	Completion Date
1	Completion of structure of the unit	March 31, 2023
2	Completion of internal works of the unit	June 30, 2023
3	Completion of the development of civic infrastructure like water, sanitation, electricity etc. linking the unit	September 30, 2023
4	Finishing	December 31, 2023

Signature of the Promoter

Signature of the Allottee(s)

For Shupham London Limited
Liability Partnership
32.11
Designated Partner