



Reg. No. RAJ / P / 2018 / 833

Reg. No. RAJ / P / 2018 / 864

Reg. No. RAJ / P / 2019 / 1057

RERA Reg. No. RAJ / P / 2023 / 2436

फॉर्म नं:

# मुख्यमंत्री जन आवास योजना

शुभ: आश्रय जयपुर

जयपुर विकास प्राधिकरण द्वारा अनुमोदित

Neha Shudhe.

2BHK L- 132



SHUBHASHRAY

JAIPUR

आवेदन प्रक्रिया

एवं नियम व शर्तें

चोखी ढाणी के पास, वाटिका, टोंक रोड जयपुर



APPLICATION FOR BOOKING OF A UNIT IN "SHUBHASHRAY Jaipur" at Rajasthan.



SHUBHASHRAY

Shubhashray Housing India

526, 5<sup>th</sup> Floor. A- Park Centra, Sector-30

Gurugram-122001

India

Application No. \_\_\_\_\_

Application Date: \_\_\_\_\_

Dear Sir/Madam,

I / We, the undersigned, hereby submit this Application seeking provisional allotment of a residential /commercial unit (hereinafter referred to as the "Unit") in project of "Shubhashray Jaipur", situated at village Vatika, Jaipur, Rajasthan, (hereinafter referred to as the "Project").

I/ We have paid a sum of Rs. 101 /-only (in words Rupees \_\_\_\_\_ only) against registration/booking of a Unit through Cash/ Demand Draft(s)/Pay order(s)/Banker's Cheque(s) bearing number \_\_\_\_\_ drawn on \_\_\_\_\_

1. SOLE/FIRST APPLICANT

Mr. /Ms. Neha Sudha

Son /Daughter/Wife of \_\_\_\_\_

Permanent address \_\_\_\_\_

Correspondence Address \_\_\_\_\_

Mobile No. \_\_\_\_\_ Pin Code \_\_\_\_\_

Alternate Mobile No. \_\_\_\_\_

Date of Birth (dd/mm/yy) 24/11/1992 Gender ☐ Male ☒ Female

E-Mail ID \_\_\_\_\_ PAN No. \_\_\_\_\_

Residential Status ☐ Resident ☐ Non-Resident ☐ Foreign National of Indian Origin

Neha Sudha

Signature of Sole/First Applicant

Signature of Second Applicant (if any)

2. CO- APPLICANT

Mr. /Ms. \_\_\_\_\_

Son /Daughter/Wife of \_\_\_\_\_

Mobile No. \_\_\_\_\_ Pin Code \_\_\_\_\_

Alternate Mobile No. \_\_\_\_\_

Date of Birth (dd/mm/yy) \_\_\_\_/\_\_\_\_/\_\_\_\_ Gender ☐ Male ☐ Female

E-Mail ID \_\_\_\_\_ PAN No. \_\_\_\_\_

Residential Status ☐ Resident ☐ Non-Resident ☐ Foreign National of Indian Origin

Affix Recent  
Photograph of 1<sup>st</sup>  
Applicant

Signature

Affix Recent  
Photograph of 2<sup>nd</sup>  
Applicant

Signature



### 3. PROJECT NAME

Date of Booking: 3/12/2022

Plot No. L-122

Unit Type ☐ 1 BHK ☒ 2 BHK ☐ 3 BHK ☐ 4 BHK ☐ Other 019  
 Payment Plan ☐ Construction Linked Plan ☐ Down Payment Plan ☐ Other \_\_\_\_\_  
 Additional Built up Area (If Applicable) \_\_\_\_\_ sq. ft.  
 Additional Plot Area (If Applicable) \_\_\_\_\_ sq. ft.  
 Applicable P.L.C. ☐ Park Facing ☒ Road Facing ☐ Corner ☐ Any Other (Please specify) \_\_\_\_\_

A. Base Sales Price of Unit (BSP) Rs. 156000  
 B. Preferential Location Charges (P.L.C.) Rs. \_\_\_\_\_  
 C. Charges for additional area (If applicable) Rs. \_\_\_\_\_  
 D. Other charges Rs. \_\_\_\_\_

\*\*Total Sale Price (A+B+C+D) Rs. \_\_\_\_\_

IFMS Rs. 35000

\*\* Service tax, Stamp Duty and Registration Charges payable extra over the Total Sales Price as applicable.

### 4. PRINCIPAL TERMS AND CONDITIONS FOR PROVISIONAL ALLOTMENT OF A UNIT IN "SHUBHASHRAY" Jalpa RESIDENTIAL PROJECT OF THE DEVELOPER AT Jalpa, RAJASTHAN

The terms and conditions given below are not exhaustive, and would be supplemented by the provision of the Agreement for Sale which upon execution, (in cases of conflict and/or repugnancy between the two) shall supersede the terms and conditions set out herein below.

1. The Applicant(s) has/have applied for the provisional allotment of a residential/commercial unit with the full knowledge of all the laws/notifications/rules/regulations in general and this Project in particular as applicable from time to time. The Applicant(s) acknowledges that he/she has/have seen the relevant documents/papers/specifications/materials, execution standards and is fully satisfied about the rights and interests of the Developer in the land on which the Project is being developed and has/have a standard of satisfaction and obligations in respect thereof. The Applicant(s) also undertakes/undertake that there will not be any further investigations or objections by him/them in this respect.

2. The Applicant(s) agree and understand that the application for booking (hereinafter referred to as "Application") does not constitute an offer or provisional allotment; final allotment is agreement to sell and/or tender to claim any rights or entitlements in the Unit and facility do not become entitled to the provisional and the final allotment of the Unit notwithstanding the fact that Developer may have issued a Receipt of Reservation Letter in terms of the bye-laws bearing number \_\_\_\_\_ dated \_\_\_\_\_ and the Applicant(s) acknowledge in the receipt furnished as evidence of interest in the Developer with the said Receipt of Reservation Letter as the case may be.

3. The Applicant(s) hereby agree that any delay/stoppage or the delay shall be due to the fault of the Developer and in case the application is rejected, Applicant(s) shall not have any objection or challenge the same or claim any compensation or any other benefit or any amount or payment or interest shall be refundable to the Applicant(s) within 15 days from the date of notice regarding the rejection of the application.

4. The Applicant(s) understand that the provisional allotment of the Unit shall become definite only on the full compliance of the application by the Applicant(s) in writing through a Letter of Reservation Agreement signed by registered post and shall be subject to the terms and conditions stipulated by Developer in the form of prospectus, in the event of the Developer accepting the Application, the Applicant(s) shall agree to pay all further commitments as per the prospectus and pay the balance due (including the cost of the Unit) as per the prospectus and pay the balance due (including the cost of the Unit) as per the prospectus and pay the balance due (including the cost of the Unit) as per the prospectus.

5. The Applicant(s) understand and hereby agree to sign and execute the Agreement for Sale and other documents as required by the Developer in the prospectus and shall be subject to the terms and conditions of the Agreement for Sale and other documents as required by the Developer in the prospectus and shall be subject to the terms and conditions of the Agreement for Sale and other documents as required by the Developer in the prospectus.



Developer within Fifteen(15) days of dispatch of a demand letter in this regard. Any extension for signing the documents may be given, at the sole discretion of the Developer.

6. The proposed building plans, designs, proposed specifications, location of the Units/floor plans and other terms and conditions, are liable to be changed, altered, modified, revised, added, deleted, substituted or re-casted as per the directions of the competent authority or at the discretion of the Developer.
7. **Plans are Tentative and Subject to Variations**- The total area/size of the Unit indicated in this Application is tentative and may vary from final total area of the Unit by 1.2 % (two percent) of the area of the Unit as indicated in the Application/layout plan on account of design or statutory conditions. In case of any major alteration/modification resulting in more than 1.2 % (two percent) change in the area of the Unit as indicated in this Application, the cost of the 'Unit' shall be adjusted on pro-rata basis based on the change (decrease or increase) in the 'Unit' area and the Applicant(s) shall be refunded any excess amount or be required to pay additional sale consideration as the case maybe.
8. **Allocation/Allotment of unit**- The allotment of a Unit (type of unit/floor/location), is subject to the availability of a particular unit and shall be allotted to an Applicant(s) at the sole discretion of the Developer. The final allotment of the Unit shall be subject to execution of the Agreement for Sale, Sale Deed, Maintenance Agreement and compliance of all related terms and conditions, realization of the balance outstanding amounts, and the subsequent registration between Developer and the Applicant(s).
9. **Interest Free Maintenance Security**- The computation of the price of the said Unit does not include development and operation of common amenities and facilities including but not limited to convenience stores, other conveniences, community buildings/sites, recreational and sporting activities, if any, as well as recovery of payment towards maintenance charges of any kind. The Applicant(s) fully understands its obligations with regard to the payment of maintenance charges and hereby agrees to make the necessary payments for maintenance of the Project to the Developer or the appointed maintenance agency from the date of offer of possession of the Unit. In addition to the above, the Applicant(s) shall be liable to pay a non-refundable Interest Free Maintenance Security ("IFMS") before the final installment as per the Payment Plan which the Applicant(s) has/have opted for.
10. **Preferential Location Charges** The Applicant(s) understand(s) that some Units in the Project attract a Preferential Location Charges ("PLC") based on the preferable location of the Unit in the Project and the Applicant(s) agree(s) to pay such charges without any demur or protest.
11. **Loan from Bank/Financial Institutions** -In case the Applicant(s) applies/apply for a loan with respect of provisional allotment of the Unit from any lending institution Bank/NBFC, the Developer shall not be responsible for rejection of the loan application/ delay in approval/disbursement of the loan amount and the Payment Plan and the other terms and conditions of this Application shall remain unaltered.
12. **Cheque Payments**-In the event of any dishonor of a cheque/demand draft/pay order issued by the Applicant(s) for any reason whatsoever, the Application shall not be processed further. The reinstatement of the Application shall be at the sole discretion of the Developer and in the event of the Developer agreeing for such reinstatement of the Application, cheque bouncing/dishonor charges of Rs. 1,000/- in respect of each such cheque and interest @ 18% p.a. for the delayed payment shall be payable by the Applicant(s) to the Developer.
13. **Payment Plan and time is essence of payment** -The Payment Plan shall be independent of the receipt of demand letter / call notices and the Applicant shall be liable to pay such amount as stipulated in the Payment Plan as prescribed in Annexure I of this Application and the Developer shall not be under any obligation to issue any reminders in respect thereof. The Applicant(s) agree that he/they shall abide by his/their obligations to pay the sale price as provided in the Payment Plan along with other payments including but not limited to applicable stamp duty, registration fee and other charges that will be more specifically stipulated in the Agreement for Sale.
14. **Cancellation on Breach of Terms**- In the event, the Applicant(s) chooses to cancel this Application and/or defaults/delays in payment of any amount as per Payment Plan and/or is in breach of any terms and conditions stipulated hereunder, this Application shall be cancelled and the Developer shall be released and discharged of all liabilities and obligations under this Application and/or Agreement for Sale. Pursuant to any of the conditions aforesaid, the Applicant(s) understands that the Developer at any stage shall have the right to allot and/or resell the Unit to any third party or deal with the same in any other manner as the Developer may in its sole discretion deem fit. On occurrence of such event the Developer shall refund the amount paid by the Applicant(s) without interest subject to forfeiture of following sums:
  - a) Booking Amount or the actual amount paid whichever is higher, subject to maximum of 10% of Total Sale Price, and
  - b) All taxes paid / payable till date of such cancellation.
15. **Condonation of delayed payment**-In exceptional circumstances, the Developer may, at its sole option and discretion, condone the delay in payment as per the Payment Plan subject to charging interest on the due amount at the rate of 18 % per annum. In the event or the Developer exercising its rights in terms of this provision by waiving the right of forfeiture/cancellation and accepting payment with interest, no right, whatsoever, would accrue to any other defaulting Applicant(s) on that account and such an act would not confer any right to the Applicant(s) in respect of any other delayed payments. Each case shall be examined individually by the Developer. The discretion of cancellation of the Application/ provisional allotment or acceptance of the delayed payment with interest shall exclusively vest with the Developer and all decisions by the Developer in this regard shall be final and binding on the Applicant(s).



16. Notwithstanding any contained in this Application and the Payment Plan, upon the occurrence of either of the circumstances detailed below, the cancellation and refund provisions stipulated herein shall apply:

- (i) If the Applicant(s) has/have paid an amount below Rs.25,000/- (Rupees Twenty-Five Thousand only) at the time of execution of this Application, the Applicant(s) would be required to pay the balance registration amount as specified in the Payment Plan within 5(five) days from the date of this Application. Upon failure of the Applicant to make such balance payment for any reason whatsoever, this Application shall be deemed to be cancelled automatically without any intimation to the Applicant(s) and the Developer shall be entitled to forfeit the entire amount paid by the Applicant(s) till such date including any taxes paid/payable thereon.
- (ii) If the Applicant has paid registration amount as specified in the Payment Plan and total payment made by the Applicant is amount below 10% of Total Sale Price (hereinafter referred as the Booking Amount), the Applicant would be required to pay the balance Booking Amount within 30(thirty) days from the date of the Registration in terms of the Payment Plan. Upon failure of the Applicant to make such payment for any reason whatsoever, this Application shall be deemed to be cancelled automatically without any intimation to the Applicant(s) and the Developer shall be entitled to forfeit the entire amount paid by the Applicant(s) till such date, subject to maximum of 10% of Total Sale Price including taxes paid/payable thereon.

In exceptional circumstances, the Developer may, at its sole option and discretion, condone the delay in payment in terms of this Clause on such terms and condition as it may deem fit or may request the Applicant to submit a fresh Application for allotment of a Unit on revised terms and conditions. For the avoidance of doubt, it is clarified that the obligation of the Applicant to make all requisite payments in terms of the Payment Plan shall remain valid and binding at all times.

17. **Government Charges, statutory dues and Taxes-Registration Charges/Property Tax/Service Tax or any other taxes as levied by government or competent authority will be payable extra by the Applicant(s) and do not form part of the Base Sale Price. The Developer has deposited the requisite EDC and IDC fee to the concerned development authority and same shall not be charged to the Applicant(s).**
18. **Change in records/issuance of new documents in case of loss or theft -In case of any request by the Applicant(s) for any additions/deletions/amendments in the initial records, an administrative charge of Rs.5,000/- (Rupees Five Thousand Only) shall be charged and such changes shall be executed only on the basis of proper documentation in support thereof. In case of any loss of any document, Rs.1000/-(Rupees One Thousand Only) shall be charged for replacement/copy thereof. Execution of any changes or provision of copy of any lost document shall be at the sole discretion of the Developer.**
19. **Transfer Rights-The Developer at its sole discretion may allow transfer of rights and interests accruing to the Applicant/(s) after the execution of the Agreement for Sale in whose favor the Applicant(s) may seek such transfer. Any such transfer shall be subject to submission of appropriate letter of request and other necessary documents by the Applicant(s) and the payment of the following amounts by the Applicant(s) for each such transfer:**
  - i. **For transfer between blood relations - Administrative charges of Rs.15000/- (Rupees Fifteen Thousand Only)**

(For the avoidance of doubt, Blood Relations shall include parents, spouse, children and real siblings of the Applicant(s))
  - ii. **Third party transfer- Transfer Charges-calculated at the rate of 6.5% (six point five percent) of prevailing Total Sale Price At the Time of transfer and Administrative Charges of Rs.15000/- (Rupees Fifteen Thousand Only).**
20. **Third Party Remittances-The Developer shall not be responsible towards any third-party for making payment/remittances on behalf of the Applicant(s) and such third party shall not have any right in the Application/allotment of the said Unit applied for herein in any way. The Developer shall issue receipts for payment in favor of the Applicant(s) only.**
21. **Property Usage-The Applicant(s) shall use and occupy the Unit for designated purposes only and in such manner and mode as may be provided in the Agreement for Sale.**
22. **Correspondence-In case of joint applicants, all communication shall be sent to the Applicant, whose name appears first and the same shall for all purposes constitute sufficient service upon all the Applicants and no separate communication shall be issued to the other named Applicant(s).The Applicant(s) shall without any delay inform the Developer in writing of any change in the mailing address mentioned in the Application, failing which all demands, notices etc. mailed to the address given in the Application shall be deemed to have been received by the Applicant(s).**
23. **Credit/Discount- The Developer reserves the right to give any discount/credit facility (in form of cash or credit note) availed by the Applicant(s) through any Developer's schemes/referral benefits/promotional offers or corporate discounts/schemes if any, at its sole discretion and the Applicant(s) undertakes that he/she/they shall not raise any objection in this regard.**
24. **Refund to Applicant-In case of any refunds in terms of the Application/Letter for Provisional Allotment/Agreement for Sale, such refund would be processed through cheque(s) in the name of the Sole/First Applicant and the same would be handed over to the Applicant(s) or his/her representative authorized through Power of Attorney present in person only.**
25. **Transfer of Ownership- The Developer reserves the right to transfer ownership of the Project in whole or in parts to any other entity such as a partnership firm, body corporate, whether incorporated or not, association or agency, by way of sale/disposal or any other**





A recent *Washington Post* editorial (1) agrees and comments that the developer should not be held responsible for higher fire risk just because the building is taller.

Lehrstuhl für Technische Informatik, Universität der Saarland

Alternatively, it is said to the extent that, any such dispute, controversy or claim has not been referred pursuant to the mutual decision

THE BORROWER AGREES THAT ALL OF ANY DISPUTES ARISING OUT OF OR UNDER THIS AGREEMENT SHALL BE REFERRED TO THE FEDERAL ARBITRATION BOARD, INC. FOR BINDING ARBITRATION.

any provision of this Application shall be determined to be void and of no effect.

1947

Date: \_\_\_\_\_

2017/10/18

# Customer Quality and Commitment Form

Name

Applicant :

Neha Sridhar

Co-Applciant:

Age

1992.

Co-Applciant:

Applicant :

Occupation

Pvt. Job.

Co-Applciant:

Applicant :

Monthly Income

40 K

Applicant :

Co-Applciant:

Unit Number :

L-132

Type:

Floor :

1st

PAN Card :

AYLPN9588R

Aadhar Details

Applicant :

Co-Applciant:

Date of Booking :

3/12/2023.

Payment Terms

Booking Amount :

10%.

Expected 10% Comp Date:

Done

Loan/ Self Funding :

Loan.

Amount of Loan :

90%.

Bank for Loan :

N/A

Offer Given :

TV Bridge R.O. Threight Fee.

Referral/ Community Leader: —

Other Commitments : —



Sales Executive

Sign

Sales Manager

Sign

CRM Manager

Sign

Sales Head

