R)18 / 833
R)18 / 864
R)19 / 1057
RERA Reg. No. RAJ / P / 2023 / 2436

JAIK75 112

फॉर्म नं : PMAYSH92961031

मुख्यमंत्री जन आवास योजना

शुभः आश्रय जयपुर
जयपुर विकास प्राधिकरण द्वारा अनुमोदित

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 HOUSING INDIA

Shubhashray Housing India
526, 5th Floor, A -Park Centra, Sector -30
Gurugram – 122001
India

Application No. _____
Application Date : 27/10/24

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** VATIKA", situated at village JAIPUR, (hereinafter referred to as the "Project").

I/ We have paid a sum of Rs. 148975/-only (in words Rupees One lakh forty eight thousand nine hundred seventy five only) against registration/booking of a Unit through Cash/ Demand Draft(s)/Pay order(s)/Banker's Cheque(s) bearing number..... drawn on.....

Signature

1. SOLE/FIRST APPLICANT

Mr. /Ms. Meetha lal Gurjar

Son /Daughter/Wife of Moal Chand Gurjar

Permanent address Beedka Kidhani Th. Kotkhawada Chaksu, Nemapura Jaipur Pin Code 3

Correspondence Address _____

_____ Pin Code _____

Mobile No. 9680147873 Alternate Mobile No. _____

Date of Birth (dd/mm/yy) 02/01/1990 Gender ☑ Male ☐ Female

E-Mail ID 28.vinodsaini@gmail.com PAN No BWJPG2904H

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

_____ _____

Signature of Sole/First Applicant Signature of Second Applicant (if any)

2. CO- APPLICANT

Mr. /Ms. _____

Son /Daughter/Wife of _____

Mobile No. _____ 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 2nd Applicant

Signature

3. PROJECT NAME

Date of Booking: 27/10/2024 Unit No 112

1BHK+S

- Unit Type : ☑ 1 BHK+S ☐ 2 BHK ☐ 3 BHK
- Payment Plan : ☐ Construction Linked Plan ☐ Down Payment Plan ☐ Other _____
- Additional Built-up Area(If Applicable): 536 sq.ft
- Additional Plot Area(If Applicable): _____ sq.ft
- Applicable PLC : ☐ Park Facing ☐ Road Facing ☐ Corner ☐ Any Other(Please specify) _____

A. Basic Sales Price of Unit (BSP) : Rs. 14.75 Lac

B. Preferential Location Charges (PLC) : Rs. _____

C. Charges for additional area(If applicable): Rs. _____

D. Other charges : Rs. _____

**Total Sale Price (A+B+C+D): Rs. _____

- IFMS : Rs. 25000

**** 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.....", RESIDENTIAL PROJECT OF THE DEVELOPERAT ....., 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/they has/have seen the relevant documents/papers/specifications/materials/execution standards and is/are fully satisfied about the rights and interests of the Developer in the land on which the Project is being developed and has/have understood all limitations 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 this application for booking (hereinafter referred to as **"Application"**) does not constitute any offer or provisional allotment/ final allotment or agreement to sell and/or confer to claim any rights or entitlements in the Unit and he/they do not become entitled to the provisional and /or final allotment of the Unit notwithstanding the fact that Developer may have issued a Buyer's of Intimation dated ..... in terms of the Registration bearing Form Number ..... Dated ..... and a receipt(s) in acknowledgment of the money tendered as expression of interest to the Developer with this Application or Application for Registration as the case may be.
3. The Applicant(s) hereby agree that acceptance/rejection of this Application shall be at the sole discretion of the Developer and in case the application is rejected, Applicant(s) shall not raise any objection or claim damages or challenge the same in a Court of law/tribunal and the amount deposited herein shall be refundable to the Applicant(s) without any interest within 30 (thirty) 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 definitive only on the due acceptance of this Application by the Developer in writing through a Letter of Provisional Allotment issued by registered post and shall be subject to the terms and conditions stipulated by Developer at the time of such acceptance. In the event of the Developer accepting this Application to provisionally allot a Unit, Applicant(s) hereby agrees to pay all further installments as per the Payment Plan annexed herewith and marked as Annexure I (hereinafter referred to as the 'Payment Plan') and all other charges/amounts/dues as stipulated in this Application and the Agreement for Sale. It is clarified that once such refund has been made to the Applicant, Developer is discharged of any and all obligations towards the Applicant.
5. The Applicant(s) understand and hereby agree to sign and execute the Agreement for Sale and other document(s) as required by the Developer in the prescribed format within a period of 20 (Twenty) days from the date of dispatch of the Letter of Provisional Allotment. Applicant(s) also understand and agree to sign and execute other document(s) in the prescribed format as and when required by the

Developer within 15(fifteen) days of dispatch of a demand letter in this regard. Any extension for signing the documents maybe 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 ± 2 % (two percent) of the area of the Unit as indicated in this Application/layout plan on account of design or statutory conditions. In case of any major alteration/modification resulting in more than ± 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 of 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 Application 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 Total 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

arrangement whatsoever, as may be determined by the Developer in its sole discretion and the Applicant(s) undertakes that he/they shall not raise any objection in this regard.

26. **Force Majeure**-The Applicant(s) agrees and understands that the Developer shall not be held responsible or liable for not performing any of its obligations or undertakings provided for in this Application or the Agreement for Sale, if such performance is prevented due to any reason of non-availability or scarcity of steel and/or cement and/or any other building materials and/or water supply and/or electric power and/or slow down, strike and/or due to dispute with the construction agency employed by the Developer, lockout or civil commotion or any militant action or by reason of war, or enemy action, or earthquake or any act of God or as a result of any Law or as a result of any restrictions imposed by any government authority or delay in sanction of the building/zoning plans/grant of completion/occupation certificate by any government authority or other reason beyond the control of the Developer (hereinafter referred to as **"Force Majeure Events"**). If there is any delay in the delivery of possession of the Unit or the Developer is unable to deliver possession of the Unit due to a Force Majeure Event, the Developer shall be entitled to a reasonable extension of the time for delivery of possession of the Unit and no compensation of whatsoever nature shall be claimed by the Applicant(s) in respect of such delay/default.

27. **Settlement of Dispute, Arbitration and Jurisdiction–**

All or any dispute arising out of or touching upon or in relation to the terms and conditions of the provisional allotment/ this Application or its termination, including the interpretation and validity thereof including the interpretation and validity thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties.

Alternatively, if, and to the extent that, any such dispute, controversy or claim has not been settled pursuant to the mutual discussion within 60 (sixty) days of the initiation of such discussion, it shall, upon the filing of a Request for Arbitration by either party, be referred to and finally be determined by arbitration as per the Arbitration & Conciliation Act, 1996. The tribunal should consist of sole arbitrator appointed by mutual consent of the parties within 14 (fourteen) days of such reference to arbitration, in failure to reach the conclusion as to the sole arbitrator. The seat of arbitration shall be Delhi. The dispute, controversy or claim referred to arbitration shall be decided in accordance with Arbitration & Conciliation Act, 1996 and courts of Delhi shall have exclusive jurisdiction. All and any awards of the Arbitrators shall be final and binding.

The Parties agree that all or any disputes arising out of or under this Application or in relation to any of the subjects covered by this Application, are inherently of a civil nature

28. **SEVERABILITY:**

If any provision of this Application 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 Application shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Application and to the extent necessary to the conform to the Act or the Rules and Regulations made thereunder or the applicable law, as the case maybe, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

29. That for all intents and purposes and for the purpose of the terms and conditions set out herein, singular includes plural and masculine includes the feminine gender.

I/We have fully read and understood the above-mentioned terms and conditions and agree to abide by the same. I/We understand that the terms and conditions of the application must be read in consonance with the terms and conditions stipulated in the Agreement for Sale. However, in case of any repugnancy and/or conflict between the two, it is agreed that the terms of the Agreement for Sale shall prevail over the former. I/We have sought all clarifications that I/we required with respect to the terms, conditions and representations made by the Developer and the Developer has readily provided the same to me/us. I/We have now signed and paid all monies herein after being fully conscious of all my/our liabilities and obligations, including but not limited to the forfeiture of the Booking Amount, as may be imposed upon me/us. I/We further undertake and assure the Developer that in the event of cancellation of my/our allotment due to any default in payment as per the Payment Plan I/we shall be left with no right, title interest or lien on the Unit applied for and/or provisionally/ finally allotted to me/us in any manner whatsoever.

_____

Signature of Sole/ First Applicant

Date: _____

_____

Signature of Second Applicant (if any)

Place: _____

Customer Quality and Commitment Form

Name
Applicant : Mohtha Lal

Co-Applicant: _____

Age
Applicant : 34 Y.

Co-Applicant: _____

Occupation
Applicant : Self Employed

Co-Applicant: _____

Monthly Income
Applicant : 24-25 K

Co-Applicant: _____

Unit Number : 112

Type: _____

Floor : 1st Floor

PAN Card : BWJPS2904H

Aadhar Details
Applicant : 8343-3513-8283

Co-Applicant: _____

Date of Booking : 27/10/2024

Payment Terms
Booking Amount 10% Complete

Expected 10% Comp Date _____

Loan/ Self Funding Loan

Amount of Loan _____

Bank for Loan _____

Offer Given Registry Free. offer

Referral/ Community Leader: Customer Reff. (Vinod Saini) 25K.

Other Commitments : _____

Sign Sales Executive	Sign Sales Manager	Sign CRM Manager	Sign Sales Head