



राजस्थान स्टाम्प अधिनियम, 1998 के अन्तर्गत स्टाम्प राशि पर प्रभारित अधिभार	
1. आधारभूत अवसंरचना सुविधाओं हेतु (धारा 3-क)-10% रुपये	20
2. ग्राह और उसकी नस्ल के सदस्यों और सम्पत्ति हेतु (धारा 3-ख)-10% रुपये	20
कुल योग 20	
हस्ताक्षर स्टाम्प प्रदर्शक	



Declaration Regarding Agreement for Sale

That the Agreement for Sale/Builder buyer agreement of our Project Indicity (Phase-I) submitted vide application no. "RAJ-RERA-APP-P-2017-459" is in accordance to the Form-G of Real Estate Regulation and Development Act-2016.

That none of the terms and conditions of the Agreement to sale presented by us violate the laws and rules of the Real Estate (Regulations & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development) Rules, 2017.

That if any contradiction arise in the future, Grass Field FIRE Capital Developers Pvt. Ltd the Deponent will be responsible for it.

For Grass Field FIRE Capital Developers Pvt. Ltd.

Authorised Signatory

ATTESTED

Tehsil Jaipur

25 SEP 2017

क्रम सं. 206 दिनांक 19-7-17

मुद्रांक का मूल्य 100

क्रेता का नाम गान्धी क्लब के पीरल

पिता/पति का नाम स्वर्णमयी माता लि. 0-पता

जाति ~~सम~~ निवासी लेन, इधमनगर, जयपुर

मुद्रांक खरीदने का आशय

शिवराज

Moring
मैना जैन

मुद्रांक विक्रेता, ला.नं.-28/16
सुमेर नगर, न्यू सांगानेर रोड
मानसरोवर, जयपुर

डॉ. राजेश कुमार जी

Dr. Ramesh Kumar



03 2017

2017-07-19

2017-07-19

Agreement for Sale

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

Affix Color
photograph
of the
authorized
signatory of
Promoter with
Signature across the
photograph

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

By and Between

M/s Grass Field FIRE Capital Developers Pvt. Ltd. (CIN No. U45201RJ2006PTC023138) a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at K-107, Club Lane, Kishan Nagar, Shyam Nagar, Jaipur-302019 and its corporate office at 409-411, 4th Floor Corporate Park, Gopalbari Jaipur and its PAN is AACCG6623Q, represented by its auothorised signatory _____ (Aadhar/PAN No. _____) authorised vide board resolution dated _____ hereinafter referred to as the "**Promoter**" (which

Grass Field Fire Capital Developers Pvt. Ltd.

Authorised Signatory

which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors successors & permitted assignees) of the OTHER PART.

or

[if the allottee is HUF]

Mr./Ms. _____ (Aadhar No _____)
_____ son/daughter/wife of _____
aged about _____ years for self
and as the Karta of the HUF, having its place of business/ residence at _____
(PAN _____) (hereinafter referred to as, "Allottee(s)",
which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include him and each of the members constituting the HUF their Heirs, administrators, executors, successors & permitted assignees) of the OTHER PART.

(Details of other allottees to be inserted, in case of more than one allottee)

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

INTERPRETATIONS/ DEFINITIONS:

- 1) In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto –
 - a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
 - b) "Interest" means the interest payable at the rate specified in rule 17 of the rules;
 - c) "Para" means a Para of this Agreement;
 - d) "Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
 - e) "Regulation" means the Regulation made under the Act;
 - f) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
 - g) "Schedule" means the Schedule attached to this Agreement; and
 - h) "Section" means the section of the Act.
- 2) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act, 2009 (Act No

18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

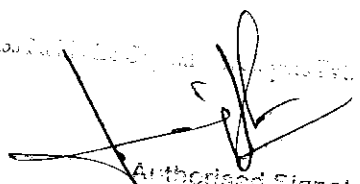
WHEREAS THE PROMOTER DECLARES THAT-

- A. the Promoter is in lawful possession of the land situated Near Mahla, Tehsil Mojmadabad and Phagi, District Jaipur with a total area admeasuring 1443512 square meters.
- B. the Promoter has a legal title to the 1443512 square meters Land with legally valid documents and is lawful owner of the said portion of land.
- C. the said Land is earmarked for the purpose of development of integrated township development project, comprising of residential and commercial plots with allied amenities and facilities.

Provided that where land is earmarked for any institutional development, if any, the same shall be used for those purposes only and no commercial/residential development shall be permitted unless it is a part of the plan approved by the competent authority;

- D. the Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the Project land on which Project is to be constructed have been completed.
- E. the Jaipur Development Authority has granted the commencement certificate to develop the Project vide its approval number JDA/DC/Zone-11/2011/D-6779 dated 29-12-2011;
- F. no part of Project land currently under sale as per clause G herein below is under any form of encumbrance or mortgage.
- G. the Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as '**IndiCity**' and currently opened Block F, I, K, L and M for sale (hereinafter referred to as the '**Project**') on a piece and parcel of Land admeasuring 519400.40 square meters situated at village Bukni and Basda and latitude & longitude of the end points of the Project are 26.756 and 75.449 respectively (hereinafter referred to as '**Land**' and more fully described in the **Schedule-I**), after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of plots and includes the common areas, the development works, all improvements and structures

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thereon, and all easements, rights and appurtenances belonging thereto,.
The location details are fully described in the **Schedule-I**.

- H. the Project has been registered with the Real Estate Regulatory Authority on _____ and the Project Registration Certificate No. 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 Project are also available in the website of the Authority.
- I. the layout plan/ site plan of the Project has been sanctioned vide No. JDA/DC/Zone-11/2011/D-6779 dated 29-12-2011 by the Jaipur Development Authority (competent authority), and copy of which is enclosed as **Schedule-II**.
- J. approval of specifications of the Project under the relevant legal provisions has been accorded vide approval No. JDA/DC/Zone-11/2011/D-6779 dated 29-12-2011 by Jaipur Development Authority. The specifications of the Project are as specified under Schedules to this Agreement. The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable;
- K. the details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof, as provided under clause (e) of sub-section (2) of section 4, are as under:-
- Road, Services, Street Light poles, Demarcation of plots
- L. the details of salient features of the proposed Project including access to the project, electric supply, water supply arrangements and other internal development works proposed to be provided in the Project are as under:-
- Road, Services, Street Light poles, Demarcation of plots.
- M. the details of other external development works to be taken for the Project are as under:-
- Access Road till block.
- N. the details of specifications of material used in construction are as under:-
- Roads shall be constructed in WBM with black topping.

- Piping works for services shall be carried out by using materials as per Indian standard specifications.
- The electrical poles shall be made of mild steel as per Indian standard specifications.

O. the stage wise time-schedule of completion of the Project/ Phase thereof including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/external development works is as under:-

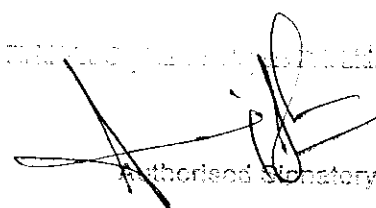
Stage	Date by which the works are proposed to be completed	Details of works to be completed
Road Works		
Sewerage network		
Water Supply Lines		
Storm water Drains		
Electrical Works		

P. the Promoter has opened a separate account in Branch C-Scheme of Axis Bank for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4.

Q. the Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the Project, has applied for allotment and to purchase a Plot (hereinafter referred to as the 'Plot') in the Project vide his/her/their/its application dated _____. The allottee(s) has also deposited a sum of Rs. _____/- (Rupees _____) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of the plot as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.

R. the Allottee has applied for a plot in the Project vide application no. _____ dated _____ and has been allotted plot no. _____ having area of _____ square yards and pro-rata share in the common areas as defined under clause (n) of section

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2 of the Act, hereinafter referred to as the "Plot", more particularly described in **Schedule-III**

- S. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- T. 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 hereby agrees to purchase the Plot.

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

1. TERMS

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Plot as specified in para 'R'
- 1.2 The Total Price for the Plot based on plot area is Rs. _____/- (in _____ words only)
Rupees _____
("Total Price"):-

Payment Particulars	Amount (In Rs.)
Basic Sales Price (@ Rs. _____ Sq. yds.)	
Basic Sales Value (In Rs.)	
Preferential Location Charges (PLC) (@ Rs. _____ Sq. yds.)	
Club Membership Registration Charges	
Maintenance Charges for Three years	
Applicable Statutory charges including EDC, and IDC . @Rs. _____ Per Square Yards	

G.S.T and other applicable Government levies	
Total	

Explanation:

(i) The Total Price above includes the booking amounts of Rs. _____/- (Rupees _____ Only) paid by the allottee to the Promoter towards the Plot as mentioned in Para'R'.

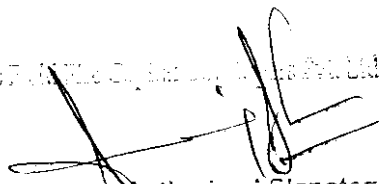
(ii) The Total Price above includes Taxes (consisting of tax paid or payable by the Promoter by way of Value Added Tax, Service Tax and Cess or GST or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Promoter, by whatever name called) upto the date of the handing over the possession of the Plot to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be.

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification:

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

(iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;

(iv) The Total Price of Plot includes price of land, development of, not only the Plot but also, the common areas, internal development charges, external development charges, taxes, cost of providing electrical connectivity to the Plot, water line,


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maintenance charges etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Plot and the Project.

- 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

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

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

- 1.5 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.

- 1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of amenities described herein at **Schedule-IV** (which

shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Plot without the previous written consent of the Allottee(s) as per the provisions of the Act:

Provided that the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

1.7 Subject to Clause 9.3, the Promoter agrees and acknowledges that the Allottee shall have the right to the Plot as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Plot;
- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them;
- (iii) That the computation of the price of the Plot includes recovery of price of land, construction/development of, not only the Plot but also, the common areas, internal development charges, external development charges, taxes, cost of providing electrical connectivity to the Plot, water line, maintenance charges as per and includes cost for providing all other facilities, amenities and specification to be provided within the Plot and the Project;
- (iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Plot.

1.8 It is made clear by the Promoter and the Allottee agrees that the Plot shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.

1.9 The Promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Plot to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Plot to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

1.10 The Allottee has paid a some of Rs. _____/- (Rupees _____ only) as booking amount being part payment towards the Total Price of the Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Plot as prescribed in the payment plan annexed at **Schedule V** and as may be demanded by the Promoter within the time and manner specified therein.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest at the rate prescribed by the developer/company which shall be in consonance with the provisions prescribed in the Rules. The obligations of the Allottee(s) to pay the amount and the liability towards interest as aforesaid may be reduced when mutually agreed to between the Promoter and the Allottee(s).

2 **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Promoter abiding by the construction/development milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan at Clause No.1.4 above through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of Grass Field Fire Capital Developers Pvt. Ltd. payable at Jaipur.

Grass Field Fire Capital Developers Pvt. Ltd.

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3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in Clause 3.1 above. The Allottee shall keep the Promoter fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4 ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

5 TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be.

6 CONSTRUCTION/DEVELOPMENT OF THE PROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Plot and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7 POSSESSION OF THE PLOT:

7.1. Schedule for possession of the said Plot – The Promoter agrees and understands that timely delivery of possession of the Plot to

the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on _____, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("*Force Majeure*"). If, however, the completion of Project is delayed due to the *Force Majeure* conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Plot, 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 with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2. **Procedure for taking possession-** The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Plot, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be. The Promoter shall handover the occupancy

certificate of the Plot, as the case may be, to the Allottee at the time of conveyance of the same.

7.3. **Failure of Allottee to take possession of Plot-** Upon receiving a written intimation from the Promoter as per Clause No. 7.2 above, the Allottee(s) shall take possession of the Plot from the Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoter shall give possession of the Plot to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Clause No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Clause No. 7.2 above.

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

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

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money, after deduction of due and interest as are allowed to be deducted under the provisions of the Act and the rules, paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.

7.6. **Compensation** – The Promoter shall compensate the Allottee in case of any loss, caused to him due to defective title of the land, on

which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Plot (i) in accordance with the terms of this Agreement, duly completed by the day specified in Clause No. 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Plot, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due:

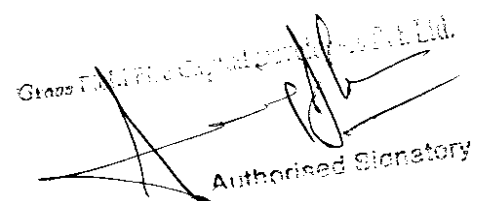
Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The Promoter has absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the said Land or the Project, except in the nature of mortgage of plots given to Jaipur Development Authority as part of license conditions;

- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land, Project or the Plot;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Plot are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times, remain to be in compliance with all applicable laws in relation to the Project, Plot and common areas;
- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Plot 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 Plot 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 Plot to the Allottee(s) and the common areas to the Maintenance Society;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the possession of the Plot along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and

The block contains a handwritten signature in black ink. Below the signature, the words "Authorised Signatory" are printed. To the left of the signature, there is a rectangular stamp that has been crossed out with a large 'X'.

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the Maintenance Society or the competent authority, as the case may be;

- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

- (i) The Promoter fails to provide ready to move in possession of the Plot to the Allottee(s) within the time period specified in Clause No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Plot shall be in a habitable condition (subject to construction to be done by the Allottee) which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made there under.

9.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-

- (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Plot, along with interest within forty-five days of receiving the

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termination notice: Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest for the period of delay till the handing over of the possession of the Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

- 9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:
- (i) In case the Allottee(s) fails to make payments for any demands made by the Promoter as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay Interest to the Promoter on the unpaid amount.
 - (ii) In case of default by Allottee under the conditions listed above continues for a period beyond six months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Plot in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated : Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID PLOT

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

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

Signature of Authorised Signatory
Authorised Signatory

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

11. MAINTENANCE OF THE SAID PROJECT:

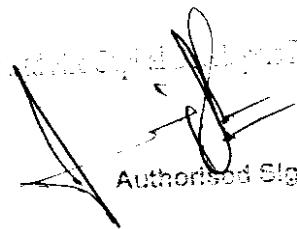
The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society. The Allottee agrees to sign separate Maintenance Agreement with the Promoter of its assigned agency of the Maintenance Society.

12. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

13. RIGHT TO ENTER THE PLOT FOR REPAIRS:

The Promoter/ Maintenance Society shall have rights of unrestricted access of all common areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/ Maintenance Society to enter into the Plot or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

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14. USAGE:

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

15. GENRAL COMPLIANCE WITH RESPECT TO THE PLO:

- 15.1 Subject to Clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Plot at his/her own cost, and shall not do or suffer to be done anything in or to the said Plot or common areas which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Plot, and keep the said Plot,, its sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- 15.2 The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building constructed over the Plot or anywhere on the exterior of the Project, building therein or common areas. Further the Allottee shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Plot.
- 15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid conditions.

16. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:

The Parties are entering into this Agreement for the allotment of a Plot with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS:

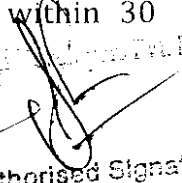
The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Plot and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such mortgage or charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Plot.

19. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar at Tehsil Phagi, District 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

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(thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

20. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof. and supersedes any and all understandings, any other agreements, allotment letter, correspondences, arrangements whether written or oral, if any, between the Parties in regard to the said Plot, as the case may be.

21. RIGHT TO AMEND:

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

22. PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/ SUBSEQUENT ALLOTTEES:

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Plot and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the Plot, in case of a transfer, as the said obligations go along with the Plot for all intents and purposes.

23. WAIVER NOT A LIMITATION TO ENFORCE:

- 23.1 The Promoter may, at least solve option and discretion, without prejudice to its rights as said out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan mentioned this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.

24. SEVERABILITY:

25. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

26. FURTHER ASSURANCES:

27. PLACE OF EXECUTION:

24

Authorized signatory and the Ltd.

Allottee at Jaipur and after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Tehsil, Phagi, District Jaipur. Hence this Agreement shall be deemed to have been executed at Jaipur.

28. NOTICES:

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

M/s Grass Field FIRE Capital Developers Pvt. Ltd.

Address 409-411, Corporate Park, Gopalbari, Ajmer Road, Jaipur

It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of this Agreement in the above address by registered post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

29. JOINT ALLOTTEE:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes be considered as properly served on all the Allottee(s).

30. SAVINGS:

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

Grass Field FIRE Capital Developers Pvt. Ltd.

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31. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act, rules and regulations made there under including other applicable laws of India for the time being in force.

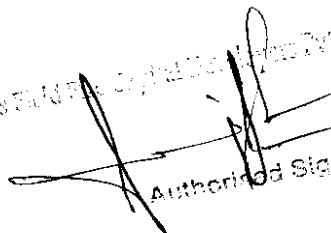
32. DISPUTE RESOLUTION:

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

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Grass Field The Capital Capital Pvt. Ltd.
Authorised Signatory

WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address


 Authorized Signatory
 GROSS TRADING CORPORATION LTD.

SCHEDULE-I
(Details of Project Land)

1. Project Land Area, Village and Khasara Details

Area – 519400.40 Sq. Mtrs.

Village – Bukni & Basda

Khasara Numbers –

- Block F:

Village Bukni;

Khasara Number:

450,451,452,453,455,458,468,470,471,472,473,474,475,476 and 477.

- Block I:

Village Bukni;

Khasara Number: 503,506,509,519,521,524/4/1,525,527,528,529,531,532,

536,537,548,551, 552,553,555,556,557,561,522/3,522/4, 530/2,535/4, 554/1,

554/2

- Block K:

Village Bukni;

Khasara Number: 567,568,569,580,581,583,584,585,586,587,

588,592,593,567/605

- Block L:

Village Basda;

Khasara Number: 23,24,25,26,27,32,34,35,36,37,38,39,40,41,64,66, 67, 68,
69

- Block M:

Village Basda;

Khasara Number: 8,9,11,12,17,18,74,6/1,6/4,6/5,13/1,19/1 .

2. Latitude/ Longitude of the end points of the Project

In North – 26.756

In South – 154.244

In East – 75.449

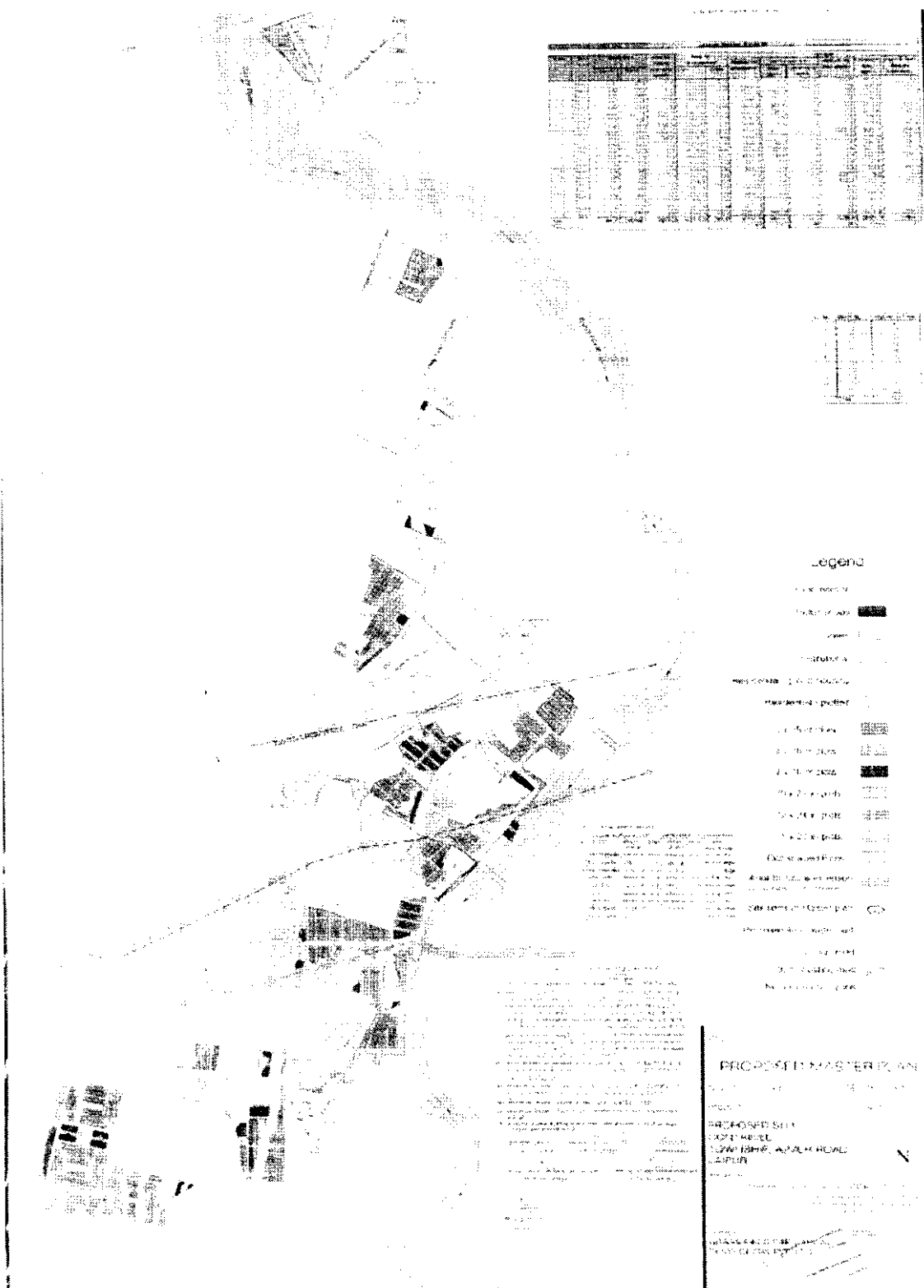
In West – 104.551

3. Location of the Project: Project is situated on Jaipur- Ajmer Highway near
village Mahla

4. Location Map: As per layout attached under **Schedule II**

Gross Total Area: 2,74,00,000 Sq. M.
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SCHEDULE II
(Layout Plan of the Project)



SCHEDULE-III
Description of Plot

1. Description of Plot

Name of Scheme/Colony and City	Plot No.	Area (in meters)

2- The piece and parcel of the plot of land in site is bounded on the

In North

In South

In East

In West

And measuring

North to South

East to West

SCHEDULE-IV

(Specifications, facilities, amenities, internal/external development works etc. which are part of the Project) which shall be in conformity with the Advertisements, Prospectus etc. circulated by the Promoter at time of booking of Plots in the Project)

Following facilities / amenities shall be provided.

- Access road.
- Sector roads.
- Services.
- Demarcation of plots.
- Street light poles.

Class Plot The Capital City Pvt. Ltd.
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Schedule V

Payment Plan

Product offered: Plots

Product Type	Plot Area (sq. yards)**	Basic Price (INR)*
Plot @ _____/- Sq. Yards		

* XX% SPLC (Single Preferential Location Charges) & 8% DPLC (Double Preferential Location Charges) will be added separately, if applicable.

* XX% Discount on Down payment Plan.

** Change in plot size will result in change in sale price.

Payment Schedule:

1. At the time of booking : XX% of sale price
2. On XX Month : XX% of sale price
3. On XX Month : XX% of sale price
4. On XX Month : XX% of sale price
5. On XX Month : XX% of sale price+ Club membership registration
6. On XX Month : XX% of sale price+ Rs. _____/- per sq. yards towards IDC
7. On XX Month : XX% of sale price + Maintenance charges for 3 years

- a) INR _____towards club membership fees.
- b) Maintenance Charges
 - Upto XX Sqyds INR _____/- For three years
 - XX SqYds or more INR _____/- For Three years
- c) Rs. _____per square yards shall be applicable towards EDC, IDC and one time lease deed payment in JDA.
- d) Registration & stamp duty as applicable.
- e) GST and other Government levies as applicable