

भारतीय गैर न्यायिक

पचास
रुपये

रु. 50



FIFTY
RUPEES

Rs. 50

INDIA NON JUDICIAL

राजस्थान RAJASTHAN

14 JUN 2020

Declaration Regarding Agreement for sale

I SURENDAR NAWAL Son of BHIKHA RAM NAWAL aged about 49 R/o Nawal Niwas, Udai Ramsar, Bikaner, Rajasthan-334402 promoter of the proposed Project/ duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under

1. That the Agreement for Sale/Builder buyer agreement of our Project "GANGA VIHAR" is in accordance to the Form-G of Rajasthan Real Estate (Regulation & Development) Rules, 2017
2. That none of the terms and conditions of the Agreement to sale presented by us Violate the laws and rules of The Real Estate (Regulation & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development) Rules, 2017.
3. That in case if any condition in agreement to sell in contravention with Real Estate (Regulation and Development) Act, 2016 and Rajasthan Real Estate (Regulation and Development) Rule, 2017 in that case provision of Act & Rules Shall prevail.
4. That if any contradiction arises in the future **GROUND CRAFTS INFRA PRIVATE LIMITED** the Deponent will be Responsible for it.

For **GROUND CRAFTS INFRA PRIVATE LIMITED**
For **GROUND CRAFTS INFRA PVT. LTD.**

Director/Authorized Signatory
Authorised Signatory(s)

ATTESTED

Anil Kumar Jain
Notary (Govt. of India)
JAIPUR (Raj.)

क्र०स० ६९९

दिनांक 17.08.2020

क्रेता का नाम— Ground Craft Infra Pvt. Ltd.

पिता/पति का नाम —

निवासी — जोधपुर

मुद्राक 50/- वास्ते — शपथपत्र

प्रकाश चन्द जैन

स्टाम्प विक्रेता लाईसेन्स नं. 95/15

शॉप नम्बर 02, नन्दपुरी मार्केट, हवा सडक, जयपुर

राजस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत स्टाम्प राशि पर प्रभारित अधिभार	
1. आधारभूत अवसंरचना सुविधाओं हेतु (धारा 3-क) — 10 प्रतिशत	= 5 रु/-
2. गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु (धारा 3-ख)/प्राकृतिक आपदाओं एवं मानव निर्मित आपदाओं के निवारण हेतु — 20 प्रतिशत	= 10 रु/-
कुल योग =	15 -रु.
हस्ताक्षर/स्टाम्प वेण्डर	



For GROUND CRAFTS INFRA PVT. LTD.

Director/Authorized Signatory



Draft of

AGREEMENT FOR SALE

THIS AGREEMENT FOR SALE ("Agreement") is made and executed at **Bikaner** on this day of Two Thousand and Twenty.

BY AND BETWEEN

GROUND CRAFTS INFRA PVT. LTD. (CIN: U45309RJ2018PTC062165), a Company incorporated under the provisions of the Sub Section (2) of Section 7 of the Companies Act, 2013 (18 of 2013) and Rule 18 of the Companies (Incorporation) Rules, 2014 having its registered office at Plot No. 625/5, West Area, 12 A Road, Sardarpura, Jodhpur, Rajasthan, India, 342003 and its PAN is AAHCG4441P represented by its authorized signatory Mr./Mrs./Ms. (Aadhar No.) duly authorized vide board resolution dated {hereinafter referred to as the 'First Party' ("**Developer**")}, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its assignees, legal successor(s), in interest} of the **ONE PART**.

AND

Mr./Ms./Mrs. Son/Daughter/Wife Of Mr. R/o (PAN: and Aadhar No.) jointly with Mr./Ms./Mrs. Son/Daughter/Wife of Mr. R/o (PAN: and Aadhar No.) [hereinafter singly/jointly referred to as the "**Second Party**" {**Allottee(s)**}, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrator(s), executor(s) and permitted assignee(s)] of the **OTHER PART**.

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

INTERPRETATIONS/DEFINITIONS

1. In this Agreement, the following expressions unless repugnant to the context thereof shall have the meaning assigned thereto-
 - (a) "**Act**" means Real Estate (Regulation & Development) Act, 2016.
 - (b) "**APPLICABLE LAWS**" shall mean all acts, rules and regulations in force and in effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban

For GROUND CRAFTS INFRA PVT. LTD.

Director/Authorized Signatory

Land) Rules, 1974, Chief Minister Jan Awas Yojana, 2015, Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Agreement and applicable to the development/construction/sale of the Project.

- (c) **"BUILT UP AREA"** means the sum of area of the Villa. It shall include area encompassed within the walls of Villa, all balconies, whether covered or un-covered, and thickness of wall.
- (d) **"AUTHORITY"** shall mean the authority constituted under the Real Estate (Regulation & Development) Act, 2016;
- (e) **"BROCHURE"** means brochure depicting details and specifications of the Project (defined herein below) as circulated by the First Party (Developer) at the time of booking of Villa, a copy of which is annexed herewith as **Annexure-II**.
- (f) **"APPROVED PLANS"** shall mean the plans and designs of Villas/buildings constructed or to be constructed on the Scheduled Land, which has been duly approved by the local authority in full including any variations therein which may subsequently be made by the First Party and/or architect(s) in accordance with Applicable Laws.
- (g) **"CARPET AREA"** means the net usable floor area of a Villa, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Villa. Explanation.— For the purpose of this clause, the expression **"exclusive balcony or verandah area"** means the area of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of a Villa, meant for the exclusive use of the Allottee(s); and **"exclusive open terrace area"** Villa, meant for the exclusive use of the Allottee(s);
- (i) **"COMMON AREAS" and "COMMON FACILITIES" OF THE PROJECT** shall mean and include Scheduled Land (as defined herein), area occupied by the Building and such common areas, facilities and spaces meant for common use of the occupants of the Project and equipments provided AND/OR reserved for common use and enjoyment of all the occupants of the Project (as defined herein-below) and more particularly detailed in the **Schedule-E** attached hereto except as specifically excluded as per the terms of the Agreement.
- (j) **"CONVEYANCE DEED"** (i) In respect of the Villa shall mean written instrument executed between the First Party (Developer) and the Allottee(s) through which the ownership of the Villa is transferred in favor of Allottee(s) by the Developer subject to and in accordance with the terms of this Agreement (ii) In respect of the Common Areas and Common Facilities shall mean written instrument executed between the Developer and the Maintenance Association through which the ownership of the Common Areas and Common Facilities is transferred in favor of Maintenance Association by the Developer subject to and in accordance with the terms of this Agreement.
- (k) **"INTEREST RATE"** means the State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- (m) **"MAINTENANCE ASSOCIATION/RWA"** shall mean a resident welfare association or cooperative society or body by whatever named called as the case may be, of the allottees of Villas in the Project under Chief Minister Jan Awas Yojana, 2015, which shall

For GROUND CRAFTS INFRA PVT. LTD.

 Director/Authorized Signatory

Name of 1st Allottee

Name of 2nd Allottee

be formed for the management/maintenance of Common Area and Common Facilities in the Project.

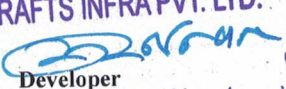
- (n) **"MAINTENANCE CORPUS FUND"** shall mean IFMS (Interest Free Maintenance Security) deposit payable by all the allottees at the time of offer of possession of Villa towards creating corpus for the Maintenance Society/RWA, which shall be utilized for maintenance of Common Areas and Facilities of the Project.
- (o) **"OFFER NOTICE/LETTER"** shall have the meaning ascribed under Clause 6.2 of this Agreement;
- (p) **"PAYMENT PLAN"** shall have the meaning ascribed under Clause 1.7 of this Agreement;
- (q) **"PARA"** means Para of this Agreement;
- (p) **"PROJECT"** shall mean the Affordable Housing Project under Provision 3-B of the "Chief Minister Jan Awas Yojana, 2015" under the name and style of **"Ganga Vihar"**, being developed upon the Scheduled Land as per sanctioned Plans after obtaining all the necessary permissions and approvals in accordance with Applicable Laws.
- (q) **"REGULATION"** means regulations made under the Act;
- (r) **"RULES"** mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- (s) **"SCHEDULE"** means the Schedule attached to this Agreement;
- (t) **"SECTION"** means the section of the Act.
- (u) **SCHEDULED LAND** shall mean land measuring 11 Bigha 18 Biswa (Kham Land) situated at Khasra No. 95/2 and 95/3, revenue village Karmisar, Dist. Bikaner, Rajasthan on which the Project named **"Ganga Vihar"** is being developed and more fully described in **Schedule-A**.
- (v) **"SUPER BUILT UP AREA"** includes area of rooms, kitchen, 50% of area of balcony/verandah, toilet, walls & proportionate common area of each Building/Villa permissible under the provisions of "Chief Minister Awas Yojana, 2015".
- (w) **"VILLA"** shall mean a house building and land appurtenant thereto in the Residential Project **"Ganga Vihar"** as EWS or LIG Villas duly earmarked and exclusive existence and direct exit to common roads/streets meant for residential use only. Further, Villa shall have the meaning ascribed in **Recital R** of this Agreement.
2. The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 or in Rajasthan Municipalities Act, 2009 or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE FIRST PARTY DECLARES THAT:

- A. The First Party ("Developer") is in lawful possession of the land at Khasra No. 95/2 and 95/3 situated at revenue village Karmisar, Dist. Bikaner-334001, Rajasthan, with a total area admeasuring 11 Bigha 18 Biswa (Kham Land), the description of which is mentioned herein below:

Sr. No.	Khasra No.	Name of Developer	Area
1	95/2	GROUND CRAFTS INFRA PVT. LTD.	5 Bigha 18 Biswa
2	95/3	GROUND CRAFTS INFRA PVT. LTD.	6 Bigha
TOTAL			11 Bigha 18 Biswa

Out of the Total land having an area of 11 Bigha 18 Biswa (Kham Land), the Land area for which site plan was approved is 17972.035 Square Meter (193449.375 Square Feet).

For GROUND CRAFTS INFRA PVT. LTD.

 Developer
 Director/Authorized Signatory

Name of 1st Allottee

Name of 2nd Allottee

Therefore, the **Scheduled Land** on which the project is being constructed is 17972.035 Square Meter (193449.375 Square Feet) more particularly described in "**Schedule-A**".

- B. The Land bearing Khasra No. 95/2, Revenue Village and Patwar Halka Karmisar, Bikaner (Measuring 7 Bigha 12 Biswa (Kham) belongs to Khatedar (1) SMT. SURJI DEVI W/o SH. KARNA RAM and Khasra No. 95/3, Revenue Village and Patwar Halka Karmisar, Bikaner (Measuring 10 Bigha 1 Biswa (Kham) belongs to Khatedar (2) Sh. Sewa Ram S/o Sh. Jetha Ram.

After that, Smt. Surji Devi W/o Sh. Karna Ram and Ground Crafts Infra Private Limited through Director, Manoj Kumar executed a Developers Agreement for land measuring 5 Bigha 18 Biswa (Kham) from total land of Khasra No. 95/2, Revenue Village and Patwar Halka Karmisar, Bikaner which has been registered in office of Sub Registrar-I, Bikaner vide Book No. 1, Jild No. 1754, Page No. 128, registration No. 201903058104326 and copy of the same has been pasted in additional Book No. 1, Jild No. 4962, Page No. 250 to 268 on dated 26.07.2019.

After that, Smt. Surji Devi W/o Sh. Karna Ram executed an Irrevocable Power of Attorney in favor of Ground Crafts Infra Private Limited through Director, Manoj Kumar for land measuring 5 Bigha 18 Biswa (Kham) from total land of Khasra No. 95/2, Revenue Village and Patwar Halka Karmisar, Bikaner which has been registered in office of Sub Registrar-I, Bikaner vide Book No. 4, Jild No. 165, Page No. 105, registration No. 201903058400192 and copy of the same has been pasted in additional book No. 4, Jild No. 293, page No. 725 to 732 on dated 26.07.2019.

After that, Sh. Sewa Ram S/o Sh. Jetha Ram and Ground Crafts Infra Private Limited through Director, Manoj Kumar executed a Developers Agreement for land measuring 6 Bigha (Kham) from total land of Khasra No. 95/3, Revenue Village and Patwar Halka Karmisar, Bikaner which has been registered in office of Sub Registrar-I, Bikaner vide Book No. 1, Jild No. 1757, Page No. 87, registration No. 201903058104885 and copy of the same has been pasted in additional book No. 1, Jild No. 4973, Page No. 357 to 373 on dated 29.08.2019.

After that, Sh. Sewa Ram S/o Sh. Jetha Ram executed an Irrevocable Power of Attorney in favor of Ground Crafts Infra Private Limited through Director, Manoj Kumar for land measuring 6 Bigha (Kham) from total land of Khasra No. 95/3, Revenue Village and Patwar Halka Karmisar, Bikaner which has been registered in office of Sub Registrar-I, Bikaner vide Book No. 4, Jild No. 165, Page No. 128, registration No. 201903058400215 and copy of the same has been pasted in additional book No. 4, Jild No. 294, page No. 115 to 121 on dated 29.08.2019.

As per the terms of the Developers Agreement and Power of Attorney(s) executed by both the land owners (1) Smt. Surji Devi W/o Sh. Karna Ram and (2) Sh. Sewa Ram S/o Sh. Jetha Ram, the rights to sell the Villas/Shop were given to Attorney Holder thereby authorizing the First Party (Developer) to execute Agreement for Sale/Sale Deed/Buyer's Agreement/Conveyance Deeds etc. and such other documents like declarations, affidavits, possession certificates etc. in respect of the sale/transfer of residential Villas/Flats/Shops in the Project in favor of the prospective allottee(s).

- C. The said land is earmarked for the purpose of Affordable Group Housing Project Development comprising LIG/EWS Villas and shops in the name and style of "GANGA VIHAR" ("Project") under the Chief Minister Jan Awas Yojana, 2015.
- D. The Scheduled Land is free from all encumbrances.
- E. The First Party (Developer) is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the First Party (Developer) regarding the said land on which Project is to be constructed have been completed.

For GROUND CRAFTS INFRA PVT. LTD.

Developer:
Director/Authorized Signatory

Name of 1st Allottee

Name of 2nd Allottee

- F. The First Party (Developer) has conceived, planned and is in the process of constructing and developing a real estate Project known as "GANGA VIHAR" (hereinafter referred to as the "Project"), after getting necessary permission/approvals from the concerned competent authorities and which inter-alia comprising of LIG/EWS Villas, shops and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring 17972.035 Sq. Mtr. Situated at Khasra No. 95/2 and 95/3 situated at revenue village Karmisar, Bikaner – 334 001, Rajasthan and latitude and longitude of the end points of the Project and the location details are fully described in the **Schedule-A**.
- G. The Project has been registered with the Real Estate Regulatory Authority ("Authority") on _____ and the project registration certificate no. is _____. This registration is valid up to _____ commencing from _____, unless renewed by the Authority. The details of the Promoter and the Project are also available on the website (www.rera.rajasthan.gov.in) of the Authority.
- H. The Urban Improvement Trust (UIT), Bikaner ("Competent Authority") issued the commencement certificate approving the Project Layout Plan vide Letter No. Nyas/DTP/2020/307 dated 24/07/2020.
- I. The First Party (Developer) agrees and undertakes that it shall not make any changes to Approved Plans of the Project except in strict compliance with Section 14 of the Act and other Applicable Laws.
- J. The details of the development works to be undertaken in the Project and the proposed facilities to be provided including drinking water facilities, emergency evacuation services, use of renewable energy etc. as provided in clause (e) of sub-section 2 of Section 4 of the Act have been specifically provided under **Schedule-F**.
- K. The details of salient features of the Project including access to the Project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and silage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project have been specifically provided in **Schedule- B** attached hereto.
- L. The details of other external development works to be taken for the Project have been specifically provided in **Schedule- K** attached hereto.
- M. The details of specifications of material used in construction of the Project have been specifically provided in **Schedule- L** attached hereto.
- N. The stage wise time schedule for completion of Project, including the provisions of civic infrastructure like water, electricity, sanitation and all other above-mentioned internal/ external development works been specifically provided in **Schedule- J** attached hereto.
- O. The First Party (Developer) has opened a separate account bearing account no. _____ in _____ branch of _____ Bank in the name and style of **Ground Crafts Infra Private Limited – Ganga Vihar – Collection A/c** for the purpose of covering the cost of construction and the land cost as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- P. (i) Temporary Fire NOC: Not Applicable.
(ii) Airport Authority of India NOC: Not Applicable.
(iii) Environment Clearance: Not Applicable.
- Q. The Allottee(s), being aware of the Project and details given above as well as in the Brochure made available by the First Party ("Developer") and on visiting the model/sample of the Villa/Building, has applied for allotment and purchase of a Villa in the Project vide Registration/Application Form No. _____ dated _____ ("**Application/Registration Form**"). The Allottee(s) has also deposited a sum of Rs. _____ (Rupees

For GROUND CRAFTS INFRA PVT. LTD.


 Director/Authorized Signatory
Name of 1st AllotteeName of 2nd Allottee

..... Only) (hereinafter referred to as "**Booking Amount**") through Cheque/DD/RTGS/NEFT No. dated as an advance payment / booking amount including registration fee (not being more than 10% of the cost of the villa as provided in Sub Section 1 of Section 13) and agrees to make timely and complete payments of the balance of Total Payable Amount (as defined in Clause 1.4 of this Agreement herein-below) as well as other dues under this Agreement as per terms and conditions of this Agreement.

- R. The Allottee(s) being successful applicant for allotment of EWS/LIG Villa on the basis of his/her Application/Registration Form submitted to the "First Party" (Developer) for allotment of Villa in opted category i.e. Economic Weaker Section (EWS) or Lower Income Group (LIG), the First Party have allotted a Villa No. in Block ".....", LIG/EWS Type having super built up area Sq.Ft. (Approx), LIG/EWS type G+1 Villa located in the Project and prorate share in the Common Area and Common Facilities of the Project (the layout plan of the said Villa is annexed herewith as **Annexure- III** and more particularly described in the **Schedule "C"** attached herewith and hereinafter referred to as the "**Villa**").
- S. The details of floor plan of the Villa No. in Block "....." of the Project is given in **Schedule- D**.
- T. The Second Party {Allottee(s)} has represented and assured the First Party that the information, documentations, affidavits and assurances given by the Second Party {Allottee(s)} in and along-with the Application/Registration Form are true and agrees to faithfully abide by all the terms, conditions and stipulations in letter and in spirit as contained in Application/Registration Form and this Agreement.
- U. 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.
- V. 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.
- W. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the First Party (Developer) hereby agree to sell and the Second Party {Allottee(s)} hereby agrees to purchase the said Villa

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 First Party (Developer) hereby agree to sell to the Second Party {Allottee(s)} hereby agrees to purchase and receive the said Villa as specified in Para "W" hereinabove.
- 1.2 The basic sale consideration of the Villa is Rs. (Rupees only), including consideration for exclusive balcony (hereinafter referred to as "**Basic Sale Consideration of Villa**").
- 1.3 The Basic Sale Consideration of said Villa does not include following and thus, the Second Party {Allottee(s)} shall additionally bear and pay following charges, deposits, etc (hereinafter referred to as "**Additional Payments**"):

For GROUND CRAFTS INFRA PVT. LTD.


Developer
Director/Authorized Signatory

Name of 1st Allottee

Name of 2nd Allottee

- (a) IFMS (Interest Free Maintenance Security Deposits) as per Clause 9: Up to Rs. 100/- (rupees one hundred only) per Sq.Ft. calculated on super built up area of the said Villa.
- (b) Service Tax/GST: If applicable, at applicable rates, from time to time as and when demanded by First Party (Developer).
- (c) Insurance of Project Land and Project: Rs. _____/- (Rupees _____ only);
- 1.4 The Basic Sale Consideration of Villa and Additional Payments in respect of the said Villa shall collectively be referred to as "**Total Payable Amount**".
- 1.5 The Basic Sale Consideration Amount above includes the Booking Amount Rs. _____ (Rupees _____ Only) paid by the Allottee(s) to the First Party (Developer) towards the said Villa. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Payable Amount, shall be paid by the Allottee(s) in addition to Total Payable Amount as per this Agreement.
- 1.6 The Basic Sale Consideration of said Villa does not include IFMS (Interest Free Maintenance Security Deposits), GST, stamp duty, registration charges and any other any other charges/fee applicable at the time of registration of this Agreement, Sale Deed Sub-Lease Deed, etc. in respect of the said Villa, which shall be exclusively born and paid by the Allottee(s). Further, the Basic Sale Consideration above does not include IFMS (Interest Free Maintenance Security Deposits), which shall be determined by the First Party (Developer) and shall be reasonable and payable by the Second Party {Allottee(s)} until the Common Areas and Common Facilities of the Project are not taken over by the Maintenance Association within 30 days of receipt of completion certificate of said Project.
- The Allottee shall be liable to pay GST, if applicable, at applicable Rates, from time to time as and when demanded by First Party (Developer). Provided that in case there is any change/modification/introduction of new taxes, the subsequent amount payable by the Allottee(s) to the First Party (Developer) shall be increased/reduced based on such change/modification/introduction.
- Provided further that if there is any increase in the taxes 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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 1.7 The First Party shall periodically intimate to the Allottee(s), the amount payable as stated in Payment Plan attached herewith as **Schedule-G ("Payment Plan")** and the Allottee(s) shall make payment demanded by the First Party (Developer) within the time and in the manner specified therein. In addition, the First Party (Developer) shall provide to the Allottee(s) the details of change/ modification/introduction in taxes, which is paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.
- 1.8 The Basic Sale Consideration of said Villa includes price of land, construction of, not only the said Villa but also, the common areas, internal development charges, external development charge, cost of providing electric wiring, electrical connectivity to the said Villa, water line and plumbing, finishing with paint, marbles, tiles, Doors, windows in the common areas and includes cost for providing all other facilities, amenities and specification to be provided within the said Villa and the Project.
- 1.9 The Basic Sale Consideration Amount 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

For GROUND CRAFTS INFRA PVT. LTD.

Developer

Name of 1st AllotteeName of 2nd Allottee

Director/Authorized Signatory

charges/taxes/levies or introduction of new charges/levies/taxes which may be levied or imposed by the competent authority, from time to time. The First Party (Developer) undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges, cost/charges/taxes imposed by the competent authorities, the First Party (Developer) 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 in 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 Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).

- 1.10 As mentioned in para Q above, the First Party (Developer) has already received an advance booking amount from the Allottee(s) a sum of Rs. (Rupees only) out of the Basic Sale Consideration Amount of Rs. (Rupees only) and the Allottees(s) agrees and undertakes to pay the balance amount of Rs. (Rupees only) of the Basic Sale Consideration Amount strictly in accordance with the **Payment Plan** given in **Schedule-G** attached hereto.

Provided that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay interest computed as per the Interest Rate.

- 1.11 The First Party (Developer) shall not make any additions and alterations in the sanctioned Plans, layout plans and specifications and the nature of fixtures, fittings and amenities described therein at **Schedule-H** and **Schedule-I** in respect of the Villa without the previous written consent of the Allottee(s) and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The First Party (Developer) may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.

Provided that, the First Party (Developer) 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 section 14 of the Act.

- 1.12 The First Party (Developer) shall confirm to the final Carpet Area and Super Built Up Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Super Built Up Area/Carpet Area. After adding IFMS (Interest Free Maintenance Security Deposits and Basic Sale Consideration Amount, The Total Payable Amount payable for the Super Built Up Area/Carpet Area shall be recalculated upon confirmation by the First Party (Developer). If there is reduction in the Carpet Area/Super Built Up Area then the First Party (Developer) shall refund the excess money paid by Allottee(s) within 45 days with interest from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the Carpet Area/Super Built Up Area, which is not more than three percent of the Carpet Area/Super Built Up Area of the said Villa, allotted to the Allottee(s), the First Party (Developer) may demand the additional consideration, charges, taxes, etc. from the Allottee(s) as per the next milestone of the Payment Plan provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Clause 1.2 above.

For GROUND CRAFTS INFRA PVT. LTD.

Developer

Director/Authorized Signatory

Name of 1st Allottee

Name of 2nd Allottee

- 1.13 Subject to clause 8.3, the First Party (Developer) agree and acknowledge that after registration of Conveyance Deed of the Villa, the Allottee(s) shall have the right to the Villa as mentioned below:
- (a) The Allottee(s) shall have exclusive ownership of the said Villa.
 - (b) The Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc. without causing any inconvenience or hindrance to them. It is clarified that the First Party (Developer) shall handover the Common Areas and Common Facilities of the Project to the Maintenance Association after duly obtaining the completion certificate from the competent authority as provided in the Act.
 - (c) That the computation of the price of the Villa includes recovery of price of Scheduled Land, construction of, not only the Villa but also, the Common Areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Villa, water line and plumbing, finishing with paint, marbles, tiles, doors, windows in the Common Areas and includes cost for providing all other facilities, amenities and specification to be provided within the Villa and the Project.
- 1.14 The First Party (Developer) has earmarked parking space of the Allottee(s) at Villa No. as per the provisions of parking area under the Chief Minister Jan Awas Yojana, 2015 for proper management and utilization of parking area of the Project and map of earmarked parking space has been annexed herewith as **Annexure- IV**.
- 1.15 The Allottee(s) if fails to occupy the Villa within one year from the date of possession of the Villa, the First Party (Developer) shall be entitled to cancel the allotment and allot the Villa to other applicant in the waiting list as per the provisions of Chief Minister Jan Awas Yojana, 2015.
- 1.16 The Allottee(s) agrees and understands that except as expressly provided in para R herein-above, Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the First Party (Developer), which they shall be free to deal with, in accordance with Applicable Laws.
- 1.17 The Allottee(s) hereby agrees and acknowledges that the First Party (Developer) shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.
- 1.18 The Allottee(s) shall not be entitled to sell, transfer the Villa for a period of 10 years after the allotment of the Villa. In case of sale of Villa within 10 years of allotment, the First Party (Developer) shall be entitled to cancel the allotment and Conveyance Deed of the said Villa and allot the Villa to other applicant in the waiting list.
- 1.19 The First Party (Developer) agrees to pay all outgoing/ dues before transferring the physical possession of the Villa to the Allottee(s) which they have collected from the Allottee(s), for the payment of outgoing/dues. If the First Party (Developer) fails to pay all or any of the outgoing/ dues collected by it from the Allottee(s) before transferring the Villa to the Allottee(s), the First Party (Developer) agree to be liable, even after the transfer of the said Villa, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.
- 1.20 That the Project shall always be known as "GANGA VIHAR" and the name of the Project shall not be changed except with the consent of the First Party (Developer).

For GROUND CRAFTS INFRA PVT. LTD.

Director/Authorized Signatory
Developer

Name of 1st Allottee

Name of 2nd Allottee

- 1.21 The Allottee(s) can obtain finance from any financial institution/ bank or any other source but the Allottee(s) obligation to buy/purchase the said Villa shall not be contingent on the Allottee(s) ability or eligibility to obtain such financing and the Allottee(s) would remain bound under this Agreement to Sell whether or not he or she has been able to obtain financing for the purchase of the Villa. Allottee(s) shall not omit, ignore, withheld, fail or delay the due payments to the First Party (Developer), as the Payment Plan mentioned in **Schedule-G** provided herewith or the due installment by the respective due date on the grounds of unavailability of bank loan or finance from any bank or financial institution or for any reason whatsoever, in this regard. In the event of Allottee(s) failing to pay due installments by the respective due date, the Allottee(s) shall be governed in accordance with the Clause 8.3 as stated below.
- 1.22 Without prejudice to the rights of the First Party (Developer) under law, in case cheque given by the Allottee(s) in respect of any installment payable as per the Payment Plan gets dishonored then in such a scenario, Allottee(s) shall immediately make the payment of the said installment through cheque or demand draft and Allottee(s) shall be liable to pay to the Developer, the amount which shall be payable to the bank in respect of dishonor of cheque. Further, after this all payment of all the remaining installment shall be paid by the Allottee(s) through demand draft.

2. MODE OF PAYMENT

Subject to the terms of the Agreement and the First Party (Developer) abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the First Party (Developer), within the stipulated time as mentioned in the Payment Plan given in **Schedule-G** attached hereto through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of **Ground Crafts Infra Private Limited** payable at **Bikaner**. The receipt would be valid only after realization of the said cheque/demand draft/banker's cheque and effect of credit in account of the First Party (Developer). However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

3. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS

The Allottee(s) hereby authorizes the First Party (Developer) to adjust/ appropriate all payments made by him/ her under any head of dues against lawful outstanding of the Allottee(s) against the said Villa, if any, in his/ her name and the Allottee(s) undertakes not to object/ demand/ direct the First Party (Developer) to adjust his payments in any manner.

4. TIME IS ESSENCE

The First Party (Developer) 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 said Villa to the Allottee(s) and the Common Areas and Common Facilities to the Maintenance Association.

5. CONSTRUCTION/DEVELOPMENT OF THE SAID PROJECT

The Allottee(s) has seen, understood and accepted the Approved Plans, Payment Plan, specifications, amenities and facilities of the said Villa as annexed along with this Agreement which has been approved by the competent authority, as represented by the First Party (Developer). The First Party (Developer) shall develop the Project in accordance with the layout Plans, specifications, amenities and facilities. Subject to the terms in this Agreement, the First Party (Developer) 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

For GROUND CRAFTS INFRA PVT. LTD.


Developer
Director/Authorized Signatory

Name of 1st Allottee

Name of 2nd Allottee

make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act and the procedure agreed under clause 1.11 hereinabove, and breach of this term by the First Party (Developer) shall constitute a material breach of this Agreement.

6. CONVEYANCE AND POSSESSION OF SAID VILLA

6.1 Schedule for possession of the Villa

The First Party (Developer) agrees and understands that timely delivery of possession of the said Villa to the Allottee(s) and the Common Areas of Project to the Maintenance Association or the competent authority, as the case may be, is the essence of the Agreement. The First Party (Developer) assure to handover possession of the said Villa along with ready and complete Common Areas and Common Facilities with all specifications, amenities and facilities of the Project with all specifications, amenities and facilities of the Project in place on or before 31.12.2023, 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(s) agrees that the First Party (Developer) shall be entitled to the extension of time for delivery of possession of the said Villa and the First Party (Developer) shall be entitled to the extension of time for delivery of possession of the said Villa, 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 First Party (Developer) to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the First Party (Developer) shall refund to the Allottee(s) the entire amount received by the First Party (Developer) from the Allottee with interest within forty-five days from that date. The First Party (Developer) 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 First Party (Developer) and the First Party (Developer) shall be released and discharged from all its obligations and liabilities under this Agreement.

6.2 Procedure for taking possession and execution of Conveyance Deed of the Villa

The First Party (Developer), upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession (offer notice/letter) of the said Villa, Provided that, in the absence of local law, the conveyance deed in favor of the Allottee(s) shall be carried out by the First Party (Developer) within three months from the date of issue of occupancy certificate. The First Party (Developer) agrees and undertakes to

For GROUND CRAFTS INFRA PVT. LTD.



Director/Authorized Signatory
Developer

Name of 1st Allottee

Name of 2nd Allottee

indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the First Party (Developer). The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the First Party (Developer)/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The First Party (Developer) shall handover the occupancy certificate of the Apartment/ Plot, as the case may be, to the Allottee(s) at the time of conveyance of the same.

6.3 Failure of Allottee(s) take possession of said Villa and to execute conveyance deed

Upon receiving a written intimation (offer notice/letter) from the First Party (Developer) as per Term No. 6.2 above, the Allottee(s) shall take possession of the said Villa from the First Party (Developer) by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the First Party (Developer) shall give possession of the said Villa to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 6.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 6.2 above.

6.4 Possession of the Allottee

After obtaining the occupancy certificate and handing over physical possession of the said Villa to the Allottee(s), it shall be the responsibility of the First Party (Developer) 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 First Party (Developer) shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

6.5 Cancellation by Allottee(s)

The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the first party, the First Party (Developer) herein is entitled to forfeit the Booking Amount paid for the allotment. The balance amount of money

For GROUND CRAFTS INFRA PVT. LTD.


Director/Authorized Signatory
Developer

Name of 1st Allottee

Name of 2nd Allottee

paid by the Allottee(s) shall be returned by the first party to the Allottee(s) within forty-five days of such cancellation.

6.6 Compensation

The First Party (Developer) shall compensate the Allottee(s) in case of any actual loss, caused to him/her due to defective title of the Scheduled 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 First Party (Developer) fails to complete or is unable to give possession of the said Villa (i) in accordance with the terms of this Agreement, duly completed by the day specified in clause 6.1 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 Developer shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by the him in respect of the said Villa, with interest including compensation in the manner as provided under the Act within forty-five (45) days of it becoming due:

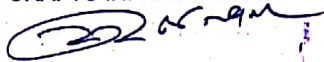
Provided that where if the Allottee(s) does not intent to withdraw from the Project, the first party shall pay the Allottee(s) interest for every month of delay, till the handing over of the possession of the said Villa, which shall be paid by the First Party to the Allottee(s) within forty-five (45) days of it becoming due.

7. REPRESENTATIONS AND WARRANTIES OF THE DEVELOPER

7.1. The First Party (Developer) hereby represents and warrants to the Allottee(s) as follows:

- (a) The first party has absolute, clear and marketable title with respect to the Scheduled Land and the requisite rights to carry out development upon the Scheduled Land and absolute, actual, physical and legal possession of the Scheduled Land for the Project.
- (b) The first party has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- (c) There are no encumbrances upon the Scheduled Land or the Project.
- (d) All approvals, licenses and permits issued by the competent authorities with respect to the Project, Scheduled Land and said Villa are valid and subsisting and have been obtained by following due process of law. Further, the first party has been and shall, at all times, remain in compliance with all Applicable Laws in relation to the Project, Villa and Common Areas and Common Facilities of the Project.
- (e) The First Party (Developer) have 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.
- (g) The first party has not entered into any agreement for sale and/or development agreement or any other agreement or arrangement with any person or party with respect to the Scheduled Land (except the Development Agreement), including the Project and the said Villa which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (h) The first party confirms that the Developer are not restricted in any manner whatsoever from selling the said Villa to the Allottee(s) in the manner contemplated in this Agreement.
- (i) At the time of execution of the Conveyance Deed the First Party (Developer) shall handover lawful, vacant, peaceful, physical possession of the Villa to the Allottee(s) and the Common Areas and Common Facilities of the Project to the Maintenance Association.

For GROUND CRAFTS INFRA PVT. LTD.


Director/Authorized Signatory

Developer

Name of 1st Allottee

Name of 2nd Allottee

- (j) The Scheduled Land is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Scheduled Land.
- (k) The first party have 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 Project to the competent authorities till Completion Certificate has been issued and possession of the Villa along with Common Area (equipped with all specifications, amenities and facilities) has been offered to the Allottee(s) and Maintenance Association, respectively.
- (l) No notice from the Government or any other local body or authority or any legislative enactment, Government ordinance, order, notification (including any notice for acquisition or requisition of the property) has been received by or served upon the First Party in respect of the Scheduled Land and/or the Project.
- (m) The First Party shall not be responsible towards any third party making payments, remittances on behalf of any Allottee(s) and such third party shall not have any right in this Agreement. In any way and First Party (Developer) shall issue the payment receipts in favor of the Allottee(s) only.

EVENTS OF DEFAULTS AND CONSEQUENCES

8.1 Subject to the Force Majeure clause, the First Party shall be considered under a condition of default, in the following events, namely:-

- (a) The First Party fails to provide ready to move in possession of the said Villa to the Allottee(s) within the time period specified in clause 6.1 above in this Agreement or fail 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 said Villa shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- (b) Discontinuance of the First Party (Developer) business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.

8.2 In case of default by the First Party (Developer) under the conditions listed above, Allottee(s) is entitled to the following:-

- (a) Stop making further payments to the First Party (Developer) as demanded by the First Party. If the Allottee(s) stops making payments, the First Party 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
- (b) The Allottee(s) shall have the option of terminating the Agreement in which case the First Party (Developer) shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the said Villa, without any interest within 180 days of receiving the termination notice:

Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the First Party, interest for the period of delay till the handing over of the possession of the said Villa, which shall be paid by the First Party to the Allottee(s) within 180 days of it becoming due.

8.3 The Allottee(s) shall be considered having committed a default, on the occurrence of any one or more of the following events:

For GROUND CRAFTS INFRA PVT. LTD.


Director/Authorized Signatory

Name of 1st Allottee

Name of 2nd Allottee

- (a) In case the Allottee(s) fails to make payments of due installment/amount as per **Payment Plan** given in **Schedule-G**, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay Interest to the First Party (Developer) on the unpaid amount.
- (b) In case the delay in making payment of due installment/amounts exceeds 30 days after notice from the First Party (Developer) in this regard, the First Party (Developer) may cancel/terminate the allotment of the said Villa in favor of the Allottee(s) and refund the money paid to him by the Allottee(s) without any Interest after deducting the booking amount and the interest liabilities, within 15 days of allotment/sale of said Villa to a new buyer.
- (c) After the issuance of Offer notice/letter, failure on the part of the Allottee(s) to deposit the IFMS (Interest Free Maintenance Security) deposits, stamp duty/registration charges, any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the Offer notice/letter.
- (d) After the issuance of Offer notice/letter, the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Developer under this Agreement, in execution and registration of Conveyance Deed of the Villa and/or taking possession of Villa within the period mentioned in Offer notice/letter.
- (e) Breach of any other terms & conditions of this Agreement on the part of the Allottee(s).
- (f) Violation of any of the Applicable Laws on the part of the Allottee(s).

Provided that the First Party (Developer) shall intimate the Allottee(s) about such termination at least thirty (30) days prior to such termination.

8.4 The First Party (Developer)'s rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned in Clause 8.3 above shall be as follows:

- (a) Upon occurrence of event of default mentioned in Clause 8.3(a) the Allottee(s) shall be liable to pay Interest on the overdue amounts for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the Allottee(s) to the First Party and ending on the date of the payment of such overdue amounts by the Allottee(s) to the First Party;
- (b) Upon occurrence of event of default mentioned in Clause 8.3(b) the Developer may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard, the First Party (Developer) may cancel/terminate the allotment of the said Villa in favor of the Allottee(s) and refund the money paid to him by the Allottee(s) without any Interest after deducting the booking amount and the Interest liabilities, within 15 days of allotments/sale of the said Villa to a new buyer.
- (c) Upon occurrence of event of default mentioned in Clause 8.3(c), the First Party (Developer) shall have the option to terminate this Agreement further, till the time First Party exercise the option to terminate this Agreement they shall be entitled to (1) recover interest as per Clause 8.4 (a); and (2) recover maintenance charges from the date of issuance of Offer Notice/Letter; and (3) taxes mentioned in Clause 6.7; (4) withhold registration of the Conveyance Deed of the Villa in favor of the Allottee(s) and to refuse possession of the said Villa to the Allottee(s) till payment of amounts mentioned in Clause 8.3(c) and Allottee(s) hereby authorizes the First Party (Developer) for the same.
- (d) Upon occurrence of event of default mentioned in Clause 8.3(d), the Developer shall have the option to terminate this Agreement; Further in case of event of default under Clause 8.3(d), the Allottee(s) shall be liable to pay First Party (Developer) (1) the amount due with Interest as mentioned in the Offer notice/letter from the due date till

For GROUND CRAFTS INFRA PVT. LTD.


Director/Authorized Signatory

Developer

Name of 1st Allottee

Name of 2nd Allottee

date of payment (2) maintenance charges from the date of offer notice/letter of possession.

- (e) Upon occurrence of event of default mentioned in Clause 8.3 (e) and (f) the First Party (Developer) shall have the option to terminate this Agreement and 30% of the Total Payable Amount or out of the Total Payable Amount, all the amount which has been paid by the Allottee(s) till such date, whichever is less shall be forfeited and remaining amount shall be refunded.
 - (f) The rights and remedies of the First Party (Developer) under this Clause shall be in addition to other rights and remedies available to the Developer under Applicable Laws, equity and under this Agreement. Further, acceptance of any payment without interest shall not be deemed to be a waiver by the First Party (Developer) of its right of charging such interest or of the other rights mentioned in this Agreement.
- 8.5 Upon termination of this Agreement by the First Party (Developer) as per mentioned hereinabove, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the said Villa. The Developer shall be entitled to sell the said Villa to any other person or otherwise deal with the Villa in any manner whatsoever.
- 8.6 Without prejudice to the rights of the First Party (Developer) under this Agreement, the First Party (Developer) shall be entitled to file/initiate appropriate compliant/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provisions of the Act/ Rules /Regulations.

9. MAINTENANCE OF THE PROJECT

- 9.1 That until the handover of the Common Areas and Common Facilities of the Project to the Maintenance Association in accordance with RERA and CMAY, the First Party (Developer) shall maintain the Common Areas and Common Facilities of the Project at reasonable actual charges; however, one month maintenance charges from the date of completion certificate has been included in Basic Sale Consideration Amount for the Villa.
- 9.2 That a Maintenance Association of allottees of Villas in the Project shall be formed with the main object to take over the responsibility of maintenance/management of Common Area and Common Facilities as described in **Schedule - E** hereunder and/or with such other object or purpose and in such manner and to such extent as the First Party (Developer) and or Maintenance Association may decide from time to time keeping in view the best interest of the Allottee(s) of villas in the Project. The allottees of all the Villas shall become the members of the Maintenance Association. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Maintenance Association. Until the formation of the Maintenance Association under the Applicable Laws, the First Party itself or through maintenance agency shall maintain the Common Areas and Common Facilities and shall have all the rights and authorities of the Maintenance Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Common Facilities. The First Party shall handover the management/maintenance of the Common Areas and Common Facilities upon formation of the Maintenance Association under the Applicable Laws to the Maintenance Association, and the Maintenance Association will take care of the Common Areas and Common Facilities in the Building/Project. Further, the First Party (Developer) shall handover the Maintenance Corpus Fund to the Maintenance Association under the provisions of Chief Minister Jan Awas Yojana-2015..
- 9.3 That as and when the Common Areas and Common Facilities shall be handed over to the Maintenance Association, the Maintenance Association will remain responsible for

For GROUND CRAFTS INFRA PVT. LTD.


Director/Authorized Signatory
Developer

Name of 1st Allottee

Name of 2nd Allottee

maintenance, repairs, safety and security of such Common Areas and Common Facilities, fittings, fixtures from the date of handing over of any such possession to the Maintenance Association.

9.4 The Allottee(s) shall not raise any objection, if any changes or modifications are made in the draft Bye-Laws as may be required by the Registrar of societies or other competent authority as the occasion may demand. After the handover of Common Areas and Common Facilities of the Project to Maintenance Association as per the Act, it shall be the sole responsibility of the Maintenance Association, to run and maintain the Common Areas and Common Facilities of the Project, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Common Facilities of the Project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he/she shall be liable to pay the said combined expenses and outgoings and other dues to the Maintenance Association, from time to time and regularly.

9.5 The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Common Facilities of the Project shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance Association and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Maintenance Association from time to time. Allottee(s) shall be bound by all the terms and conditions of Bye-Laws, maintenance agreement and any other agreement entered by the Maintenance Association and any decision taken by the Maintenance Association as per its Bye-Laws.

10. 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 First Party (Developer) as per this Agreement relating to such development is brought to the notice of the First Party within a period of five (5) years by the Allottee(s) from the date of handing over possession, it shall be the duty of the First Party to rectify such defects without further charge, within thirty (30) days, and in the event of First Party'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. However, in case any damage to the said Villa is caused by the Allottee(s) and/or any reasonable wear and tear and/or any damage caused due to Force Majeure shall not be covered under defect liability period.

11. RIGHT TO ENTER THE VILLA FOR REPAIRS

The First Party (Developer)/Maintenance Association shall have right of unrestricted access of all Common Areas, parking spaces for providing necessary maintenance services and the Allottee(s) agrees to permit the First Party (Developer)/Maintenance Association to enter into the said Villa 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.

12. 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 and equipment's etc. and other permitted uses as per Approved 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 Association for rendering maintenance services.

For GROUND CRAFTS INFRA PVT. LTD.

Director/Authorized Signatory

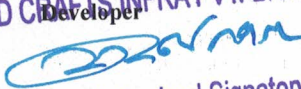
Name of 1st Allottee

Name of 2nd Allottee

13. GENRAL COMPLIANCE WITH RESPECT TO THE VILLA

- 13.1 Subject to clause 9 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Villa at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said Villa, or the staircases, common passages, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Villa, and keep the said Villa, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable condition and repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the Project is not in any way damaged or jeopardized.
- 13.2 That the Allottee(s) shall be required to get and maintain separate electric connection for the Demised Premises in his own name from Bikaner Electricity Supply Limited and the entire cost of the electric meter and connection along with its fixation charges, cabling, MCB, Main Switch and other fittings shall be borne by him. The Allottee(s) shall be entitled to avail and get electric connection from Bikaner Electricity Supply Limited only after the aforesaid obligations are fulfilled by him. The Allottee(s) has further undertaken and agreed that he shall use electric connection for the purpose of lighting in the Demised Premises and that he shall not give or allow any electric connection to any other person for use in any other space or premises other than the Demised Premises. The charges of the electricity consumption and monthly/bimonthly bill shall be borne by the Allottee(s)
- 13.3 The Allottee(s) has further agreed to pay the difference of the check meter and actual reading meter of the individual user of Bikaner Electricity Supply Limited proportionately, if the check meter is installed by the State.
- 13.4 That the Allottee(s) shall be required to get and maintain separate water connection for the Demised Premises in his own name from the PHED or any other concerned department and the entire cost of the meter, pipe & accessories and connection along with its fixation charges and other fittings shall be borne by him. The Allottee(s) shall be entitled to avail and get water connection from PHED or any other concerned department only after the aforesaid obligations are fulfilled by him. The Allottee(s) has further undertaken and agreed that he shall use water connection in the Demised Premises and that he shall not give or allow any water connection to any other person for use in any other space or premises other than the Demised Premises. The charges of the water consumption and monthly/bimonthly bill shall be borne by the Allottee(s)
- 13.5 The Allottee(s) further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the Project or anywhere on the exterior of the Project, buildings therein or Common Areas. The Allottee(s) shall also not change the color scheme of outer wall or painting of the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the said Villa or place any heavy material in the common passages or staircase of the Building(s). The Allottee(s) shall also not remove any wall, including the outer and load wall of the said Villa.
- 13.6 That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the First Party (Developer)/Maintenance Association and nowhere else. The non-observance of the provisions of this clause shall entitle the First Party (Developer) or Maintenance Association, as the case may be, to enter the Villa, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).

For GROUND CRAFTS INFRA PVT. LTD.

Developer

 Director/Authorized Signatory

Name of 1st Allottee

Name of 2nd Allottee

- 13.7 The Allottee(s) recognizes that the said Villa is being serviced by the Maintenance Association and that any external agency would be detrimental to the interest of the Villa's/Building's/Project's maintenance and upkeep. However, the Maintenance Association shall be entitled to appoint any maintenance agency/company for the maintenance of the Project.
- 13.8 The Allottee(s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Maintenance Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Project.
- 13.9 The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/front balcony/ lawns /roof-top/ terrace under his/her/its use.
- 13.10 It is in the interest of the Allottee(s), to help the Maintenance Association in effectively keeping the said Villa and/or the Project secured in all ways, For the purpose of security, the Maintenance Association would be free to restrict and regulate the entry of visitors into the Building/ Project.
- 13.11 The Allottee(s) shall not use the said Villa for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Project or for any illegal of immoral purpose.
- 13.12 Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the said Villa in the compound or any portion of the Scheduled Land and the Building in which the said Villa is situated.
- 13.13 Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the said Villa and the Building/Project in which the said Villa is situated or lead to increase in insurance premium payable in respect of the insurance of the said Building/Project and/or the Villa.
- 13.14 Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. paradise or other structures in the said Villa. The Allottee(s) shall also not remove any wall, including the outer and load wall of the said Villa.
- 13.15 The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the First Party (Developer) and thereafter the Maintenance Association and/or maintenance agency appointed by the Maintenance Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 13.16 **Interior Works in the said Villa:-**That if the Allottee(s) intends to carry out the interior adaptations and interior works in the said Villa he/she shall seek prior permission of the First Party (Developer)/Maintenance Association and the First Party (Developer)/Maintenance Association may permit the same subject to appropriate conditions.
- 13.17 Subject to clause 1.17, it is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of Villa/Building/Project shall be applicable to and enforceable against any and all occupants, tenants, licenses and /or subsequent allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s), as the said obligations go along the Villa for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licenses and /or subsequent allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s) in the said Villa is permissive or hostile.
- 13.18 The Allottee(s) has confirmed and assured to the First Party (Developer) that the Allottee(s) is aware about all the Applicable Laws on the Scheduled Land/Project/said

For GROUND CRAFTS INFRA PVT. LTD.

Developer

Director/Authorized Signatory

Name of 1st Allottee

Name of 2nd Allottee

Villa including the Chief Minister Jan Awas Yojana-2015 and its implications thereof and the Allottee(s) has further agreed and confirmed that the Allottee(s) shall comply with all the provisions of this Agreement, Chief Minister Jan Awas Yojana-2015 and amendments/clarifications thereto, dealing with the subject matter of this Agreement.

- 13.19 The Allottee(s) shall observe all terms and conditions of this Agreement, and also those of the license/approvals granted to the First Party (Developer), for the development of the Project under Chief Minister Jan Awas Yojana-2015 and shall also abide by all the laws, bye-laws, rules, regulations and policies thereto of said Chief Minister Jan Awas Yojana-2015 or as imposed by any Authority(s).

14. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES

The Parties are entering into this Agreement for the allotment of said Villa with the full knowledge of all laws, rules, regulations, notifications, Chief Minister Jan Awas Yojana, 2015 applicable to the Project.

15. FIRST PARTY SHALL NOT MORTGAGE OR CREATE A CHARGE

Without affecting the rights and interest of the Allottee(s) in respect of the said Villa under this Agreement, in case the First Party raise finance, loan from any financial institution/Bank by way of mortgage/ charge securitization of receivables or in any other mode or manner by charge/mortgage of the Project, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the said Villa under this Agreement shall not be affected and the Allottee(s) shall be entitled to take loan from any bank/financial institution for purchase of the said Villa and the said Villa shall be free from all encumbrances at the time of execution of Sale Deed of the said Villa. For the purpose of the same, the First Party shall provide NOCs etc. as may be required by the Allottee(s).

16. BINDING EFFECT

Forwarding this Agreement to the Allottee(s) by the First Party (Developer) does not create a binding obligation on the part of the First Party 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 (30) days from the date of receipt by the Allottee(s) and secondly, appears for notarization/registration of the same before the concerned Notary/Sub-Registrar, Bikaner-I at Bikaner as and when intimated by the First Party. If the Allottee(s) fails to execute and deliver to the First Party this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Notary/Sub-Registrar, Bikaner-I at Bikaner for its registration as and when intimated by the First Party, then the First Party (Developer) shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee(s) 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. However, the Allottee(s) shall be liable to pay all the cost incurred by the First Party in respect of application and allotment of the said Villa to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

17. ENTIRE AGREEMENT

The Application/Registration Form (defined hereinabove), Allotment Letter (defined hereinabove) and this Agreement along with its preamble, recitals and all its annexures/schedules, governs the rights and obligations between the Parties for the transfer of rights, title and interests in respect to the said Villa in favor of the Allottee(s). The Application Form, Allotment Letter and this Agreement or any provision hereof cannot be orally changed,

For GROUND CRAFTS INFRA PVT. LTD.

Developer

Director/Authorized Signatory

Name of 1st Allottee

Name of 2nd Allottee

terminated or waived. Save and except as specifically provided in this Agreement and the Application Form, any changes or additional provisions must be set forth in writing, in a separate Agreement duly signed and executed by and between the Parties.

18. RIGHT TO AMEND

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

19. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/ SUBSEQUENT ALLOTTEES

Subject to clause 1.16, it is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said Villa and the Project shall equally be applicable to and enforceable against and by any subsequent allottee of the said Villa, in case of a transfer, as the said obligations go along with the said Villa.

20. BROKERAGE

In case the Allottee(s) has to pay any commission or brokerage to any person or services rendered by such person to the Allottee(s) whether in or outside India for acquiring the said Villa for the Allottee(s), the First Party shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the First Party by the Second Party for the said Villa.

21. REFUND OF AMOUNTS PAID DURING DEVELOPMENT

The First Party (Developer) shall be solely entitled to receive refund of all amounts paid by the First Party (Developer) to various authorities in respect of the Project.

22. WAIVER NOT A LIMITATION TO ENFORCE

22.1 The First Party (Developer) may, at least its sole option and discretion, without prejudice to its rights as said out in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the Payment Plan mentioned in this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the First Party (Developer) in the case of one allottee shall not be construed to be a precedent and /or binding on the First Party to exercise such discretion in the case of other allottees.

22.2 Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision. Accordingly, any waiver by any party shall be in writing.

23. SEVERABILITY

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

For GROUND CRAFTS INFRA PVT. LTD.

Developer

Director/Authorized Signatory

Name of 1st Allottee

Name of 2nd Allottee

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

Wherever in this Agreement it is stipulated that the Allottee(s) has to make any payment, in common with other allottee(s) in the Project, the same shall be the proportion which the Super Built Up Area of the said Villa bears to the total Super Built Up Area of all the Villas in the Project, as the case may be.

25. FURTHER ASSURANCES

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

26. PLACE OF EXECUTION

The execution of this Agreement shall be completed only upon its execution by the First Party (Developer) through its authorized signatory at the First Party (Developer)'s Office, or at some other place, which may be mutually agreed between the First Party (Developer) and the Allottee(s), in _____ after the Agreement is duly executed by the Allottee(s) and the First Party (Developer) or simultaneously with the execution this Agreement shall be notarized/registered at the office of the Notary/Sub-Registrar, Bikaner-I at Bikaner. Hence this Agreement shall be deemed to have been executed at Bikaner.

27. NOTICES

All the notices referred to in this Agreement shall be in writing and shall be deemed to be properly given and served on the party to whom such notice is to be given if sent either by registered A.D. post or speed A.D. post to the party at their respective addresses specified below :-

FIRST PARTY	ALLOTTEE(s)
GROUND CRAFTS INFRA PVT. LTD.	
Plot No. 625/5, West Area, 12 A Road,	
Sardarpura, Jodhpur, Rajasthan, 342003	

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

28. JOINT ALLOTTEE

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

29. SAVINGS

Any application, letter, allotment letter or any other document signed by the Allottee(s) in respect of the said Villa prior to execution and registration of this Agreement for said Villa shall not be construed to limit the right and interests of the Allottee(s) or the First Party under this Agreement, under the Act, rules or regulations made thereunder.

30. GOVERNING LAW

For GROUND CRAFTS INFRA PVT. LTD.

Developer

Director/Authorized Signatory

Name of 1st Allottee

Name of 2nd Allottee

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

31. DISPUTES

- 31.1. All or any disputes arising out of or touching upon or in relation to the terms of this Agreement/allotment letter or its termination 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 issues shall be settled in the manner as provided under the Act. AND/OR Arbitration & Conciliation Act. 2019.
- 31.2. In case of non-compliance of any obligation cast upon the First Party or the Allottee(s), as the case may be, under the Act or rules and regulations made thereunder or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act. AND/OR Arbitration & Conciliation Act. 2019.

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale after reading and understanding all the terms and conditions of this Deed in their full sense and sound mind and without any coercion and undue influence at _____ in the presence of attesting witness, signing as such on the day first above written.

Signed and delivered by the within named Allottee(s) in the presence of witnesses on

(First- Allottee)	(Second- Allottee)
Signature	Signature
(Name)	(Name)

Signed and delivered by the within named First Party in the presence of witnesses at on

FIRST PARTY ("DEVELOPER")	
For and on behalf of GROUND CRAFTS INFRA PRIVATE LIMITED	
Name SURENDAR NAWAL	For GROUND CRAFTS INFRA PVT. LTD.
Signature	 Director/Authorized Signatory
Designation AUTHORIZED SIGNATORY	

For GROUND CRAFTS INFRA PVT. LTD.

Developer

Director/Authorized Signatory

Name of 1st Allottee

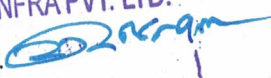
Name of 2nd Allottee

Passport size photograph (First- Witness)	Passport size photograph (Second- Witness)
Name:	Name:
Address:	Address:

For GROUND CRAFTS INFRA PVT. LTD.

Developer

Director/Authorized Signatory



Name of 1st Allottee

Name of 2nd Allottee

SCHEDULE-A

(Details of land holdings of the developer and location of the project)

Name of Revenue village & Tehsil	Khasra No.	Total Area (In Sq. Meters)
Karmisar, Bikaner-334001 Rajasthan	95/2 and 95/3	17972.035

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

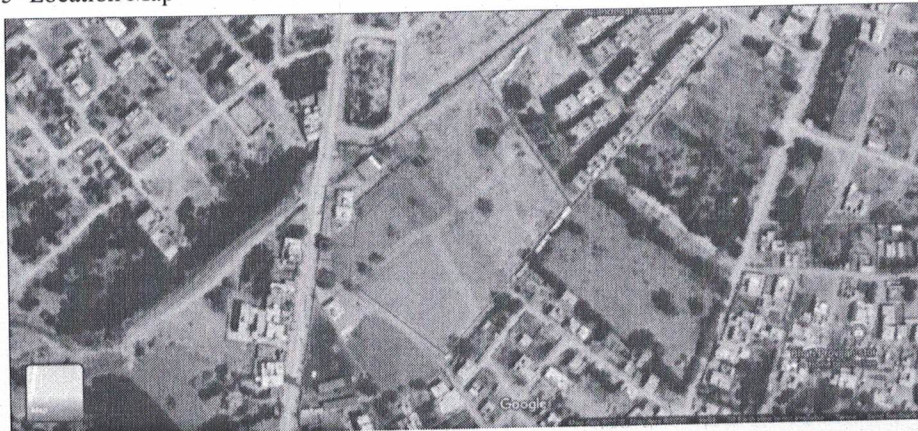
In North : **REST LAND OF KHASRA NO. 95/3 AND SEWAGE NALA**In South : **PARWATI NAGAR**In East : **KHASRA NO. 95/1**In West : **REST LAND OF KHASRA NO. 95/3 AND 40 FT. ROAD**

3- Latitude/ Longitude of the end points of the Project;

Corner No.	Latitude Deg. Min. Sec.	Longitude Deg. Min. Sec.
1	27.99 06 03 N	73.27 99 84 E
2	27.99 07 04 N	73.27 99 06 E
3	27.99 06 65 N	73.28 01 60 E
4	27.99 08 84 N	73.28 01 45 E
5	27.99 11 95 N	73.28 06 54 E
6	27.99 14 54 N	73.28 05 08 E
7	27.99 17 90 N	73.28 10 57 E
8	27.99 10 27 N	73.28 17 48 E
9	27.99 05 02 N	73.28 13 70 E
10	27.98 99 62 N	73.28 08 54 E
11	27.99 04 00 N	73.28 02 05 E
12	27.99 04 78 N	73.28 01 54 E

4- Other details of the location of the Project: Project located at Near Suraj Vihar Colony, Revenue Village Karmisar, Sujandesar, Bikaner – 334 001 (Rajasthan)

5- Location Map

**For GROUND CRAFTS INFRA PVT. LTD.**

Developer

Director/Authorized Signatory

Name of 1st AllotteeName of 2nd Allottee

SCHEDULE-B

(Details of Salient Features of the Project)

- 40 Meter and 30 Meter Wide Beautiful Roads
- Lush Green Environment and Landscaping
- CCTV Surveillance in Common Area
- Tube Well
- Senior Citizen Corner
- Open Gym
- Street Lights
- Located in developed residential Area near old city
- Gated Township
- 24 Security Guard
- Underground Electrical and Water Connectivity
- Common Toilets

SCHEDULE- C

(Description of the Villa)

BUILDING FORMAT :- G+1

AREA CALCULATION :-

1. CATEGORY : LIG/EWS

CARPET AREA :- sq.m (..... sq.ft)

BUILT UP AREA :- sq.m (..... sq.ft)

SUPER BUILT UP AREA :- sq.m (..... sq.ft)

For GROUND CRAFTS INFRA PVT. LTD.


Developer
Director/Authorized Signatory

Name of 1st Allottee

Name of 2nd Allottee

SCHEDULE-D

(Floor Plan of the Villa in the Project)

Villa's Floor Plan

SCHEDULE- E

(Details of Common Areas, facilities and amenities of the Project)

- Gardens
- Roads
- Tube Well
- Street Lights
- Electrical and Water Facilities
- Other Facilities
- Common Toilets
- Open Gym
- Guard Room
- CCTV
- Plantation and Landscaping
- Township Boundary Walls

SCHEDULE- F

(Detailed Plan of Development Works to be undertaken)

- PVC Over Head Water Tanks in every Villa
- Green Spaces
- Drinking Water Facilities.
- Common Toilets
- Sewage/Drainage System
- Underground Electrical and Water Connectivity

For GROUND CRAFTS INFRA PVT. LTD.

Developer

Director/Authorized Signatory

Name of 1st Allottee

Name of 2nd Allottee

SCHEDULE- G

(Payment Plan)

Time of payment	Amount payable in Percentage (%) on Basic Sale Consideration
At the time of Booking	10 %
On start of Foundation Work	25 %
On Start of Ground Floor Roof Casting	20 %
On Start of First Floor Roof Casting	20 %
On Start of Plaster Work	10 %
On Start of Flooring Work	10 %
On Possession	5 %
Grand total	100 %

(Each of these above payment demand is to be paid by the Allottee(s) within seven (07) days from the date such demand is raised by the First Party)

SCHEDULE- H

(Specifications, facilities, amenities which are part of the Villa which shall be in conformity with the advertisement, brochure etc circulated by the First Party (Developer) at the time of booking of the Villas in the Project)

S.No.	Description	Detail
01	Structure	Load bearing structure as per design
02	Masonry	Stone/Brick CM 1 :6 For Main Wall CM 1:4 For Partition Wall
03	Plaster	Internal Plaster 12 mm thick 1:6 External Plaster 20 mm thick 1:4
04	Roof	RCC Structure M-20 Design Mix.
05	Flooring	In Rooms Vitrified tiles 600 X 600 mm or 1200 X 600 mm In Toilets Ceramic tiles 300 X 300mm Terrace – China Mosaic or other. Granite in Staircase and kitchen platform
06	Door Frame	Main door Wooden door frame or other solid Granite door frame. Both side laminated flush door with good quality hardware fitting.
07	Window	UPVC windows with mosquito net (3 track)
08	Coloring	On internal walls putty with plastic paint and external walls water proof paint.
09	Plumbing /sanitary	CPVC/SWR pipe fitting-ISI mark, 1000ltr PVC storage tank sanitary ware and CP fitting- CERA/Jaquar/Essco or equivalent
10	Electrical Work	Concealed Electrical Fittings with modular switches, wire Accessories and MCB Unit - ISI Mark
11	False Ceiling	Gypsum/POP False Ceiling with Ceiling light
12	Railing and Main Entrance Gate	SS/MS Railings, SS/MS Main Gate

For GROUND CRAFTS INFRA PVT. LTD.

Developer

Name of 1st Allottee

Name of 2nd Allottee

Director/Authorized Signatory

SCHEDULE-I

(Specifications, facilities, amenities, internal/external development works etc which are part of the Project which shall be in conformity with the advertisement, brochure etc circulated by the Developer at the time of booking of the Villas in the Project)

INTERNAL

- Gated Township
- Landscape Garden
- Other: as per building and works specifications for Chief Minister Jan Awas Yojana, 2015 and rules framed under the scheme.

EXTERNAL

- Open Gym, kids play area, Senior citizen corner
- Parks
- Parking in commercial area
- Grand entrance gate
- Rain Water
- Drinking water and electrical connectivity
- Green environment

SCHEDULE- J**Stage Wise Time Schedule of Completion of Project**

Sr. No.	Stage	Period which the works are to be completed	Details of work to be completed
1.	Completion of Structure of the Building	15 months	Brick work etc.
2.	Completion of development works (internal/external development works)	6 months	Completion of internal works of the Building like plastering, plumbing, electrification, tiling, fixation of fittings and white wash
3.	Provision of civic infrastructure like water, electricity, sanitation & finishing	6 months	Water connection and electricity connection before possession

For GROUND CRAFTS INFRA PVT. LTD.

Developer
Director/Authorized Signatory

Name of 1st Allottee

Name of 2nd Allottee

SCHEDULE- K

(Details of other external development work for the Project)

- Rain Water
- Garden Development
- Roads
- Underground Electricity and Water Connectivity
- Street Lighting

SCHEDULE-L

(Details of specification of material used in construction)

- Stone
- Bricks
- Sand
- Aggregate
- Cement
- Steel
- Tiles in flooring
- UPVC Windows & MS/SS Railing
- Paint
- Sanitary and Electrical – ISI Marked Material.

For GROUND CRAFTS INFRA PVT. LTD.

Developer

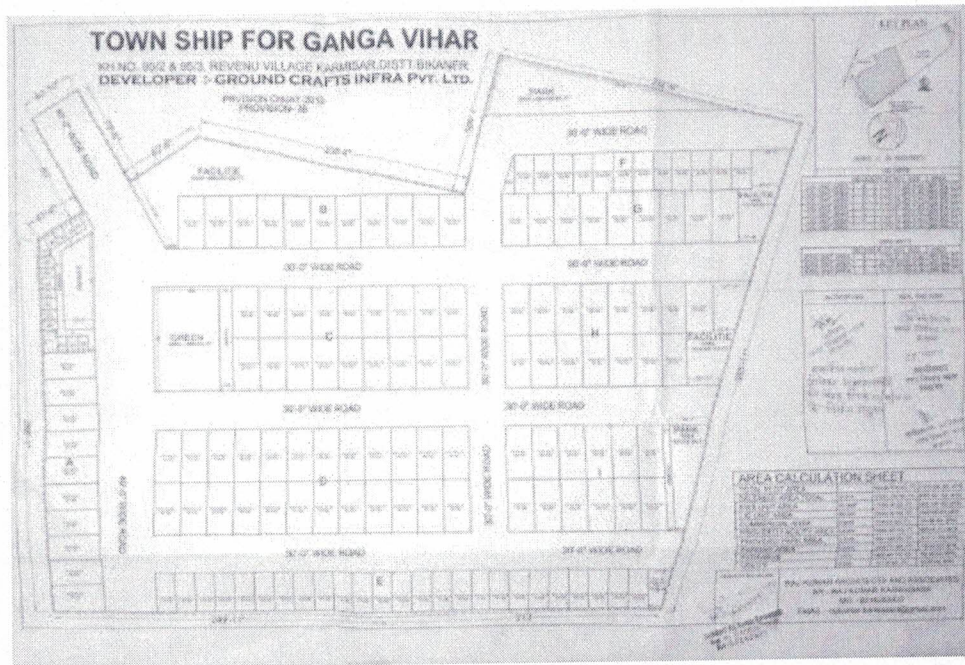
Director/Authorized Signatory

Name of 1st Allottee

Name of 2nd Allottee

Annexure- I

(Site Plan of the Project)



Annexure- II

(Copies of notice Advertisements, Brochure and Prospectus with regard to specifications, facilities, amenities, internal/external development works etc. circulated by the First Party (Developer) at time of booking of Villas in the Project)

Brochure

Annexure-III

(Layout plan of Villa)

Villa's Layout Plan ready with Area Details

Annexure- IV

(Parking area of the Project)

AS PER CHIEF MINISTER JAN AWAS YOJANA-2015 AND REGULATIONS MADE UNDER THE SCHEME.

(The Schedules and Annexures of this Agreement for sale shall be as agreed to between the Parties)

For GROUND CRAFTS INFRA PVT. LTD.

Developer

Director/Authorized Signatory

Name of 1st Allottee

Name of 2nd Allottee