



सत्यमेव जयते

INDIA NON JUDICIAL Government of Rajasthan

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₹130

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Certificate Issued Date : 12-Apr-2023 10:05 AM
Account Reference : NONACC (SV)/ rj3090904/ AJMER/ RJ-A3
Unique Doc. Reference : SUBIN-RJRJ309090467561336377358V
Purchased by : GS DREAM HOME LLP
Description of Document : Article 4 Affidavit
Property Description : Affidavit
Consideration Price (Rs.) : 0
(Zero)
First Party : GS DREAM HOME LLP
Second Party : RERA
Stamp Duty Paid By : GS DREAM HOME LLP
Stamp Duty Payable (Rs.) : 100
(One Hundred only)
Surcharge for Infrastructure Development (Rs.) : 10
(Ten only)
Surcharge for Propagation and Conservation of Cow (Rs.) : 10
(Ten only)
Surcharge for Relief from Natural and Man-made Calamities (Rs.) : 10
(Ten only)
Stamp Duty Amount(Rs.) : 130
(One Hundred And Thirty only)



For G.S. DREAM HOME LLP

V. Jay
Auth. Signature



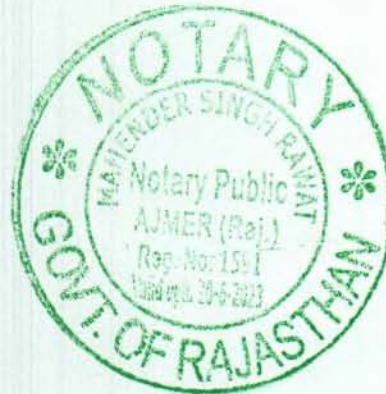
ATTESTED

MAHENDRASINGH RAWAT
NOTARY PUBLIC, AJMER

PU 0007651725

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TO WHOMSOEVER IT MAY CONCERN

I, **Vijay Gupta S/o Daya Ram Gupta** aged about **56 years** R/o **E-402, Shastri Nagar, Ajmer-305001** duly authorized by the promoter **"G S Dreamhome LLP"** of the project **"Kesariya Paras-II"** do hereby solemnly declare, undertake and state as under:

1. That the Agreement for sale/Builder buyer agreement of our Project **"Kesariya Paras-II"** is in accordance to the Form-G of Rajasthan Real Estate (Regulation & Development) Rules, 2017.
2. That none of terms and conditions of the Agreement to sale presented by us violate the law and rules of the Real Estate (Regulation & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development) Rules, 2017.
3. That in case any condition in agreement to sale is in contravention with Real Estate (Regulation & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development) Rules, 2017 in that case provisions of Act & Rules shall prevail.
4. That if any contradiction arises in the future the deponent will be responsible for it.



Thanking You,
Yours Sincerely,

Deponent

For: - G S Dreamhome LLP

For G.S. DREAM HOME LLP

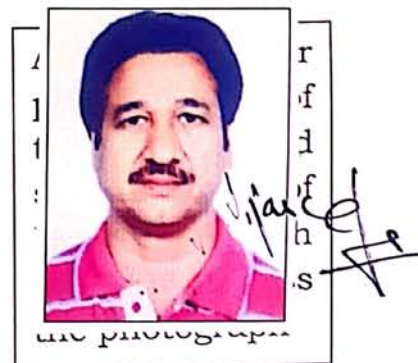
Vijay Gupta
(Authorized Signatory)

ATTESTED
11/2/23
MAHENDRA SINGH RAWAT
NOTARY PUBLIC, AJMER

Agreement for Sale

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

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



THIS AGREEMENT FOR SALE (hereinafter referred to as the "Agreement")
is executed at _____ on this _____ day of Two thousand and

BY AND BETWEEN

M/s G S Dreamhome LLP. (LLPIN-AAL-4000) a Limited liability partnership
incorporated under the provisions of the Limited Liability Partnership Act and
having its principle place of business at 'Sara' 1st Floor, Near Patel Ground, Jaipur
Road, Ajmer 305001 through its authorised signatory/designated partner Mr.
S/O _____

_____ R/O _____
_____ Aadhar No. _____ duly authorised vide
authorized letter / resolution passed by all the designated partners in the meeting
held at the registered office of the firm dated _____ [hereinafter
referred to as the "**Promoter**", 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
including those of the respective partners of the FIRST PART

AND

M/s Lifesure Consultancy Pvt Ltd. (CIN U70200RJ2007PTC023609) a
company registered under The Companies Act 1956 having its registered office at
"22, Bajrang Vihar Durgapura Jaipur 302018" through its director **Mr. Manish
Kumar Jain** S/o Mr Gulab Chand Jain R/o _____
_____ Aadhar No. _____ duly authorised by resolution dated
_____ (hereinafter being jointly referred to as the "**Land Owners**"
(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
SECOND PART

The terms and conditions of this Agreement to Sell have been read and understood by me/us and
I/we hereby accept the same.

Allottee(s)

Land Owners

For G.S. DREAM HOME LLP

Promoter
Auth. Signature

AND

Mr./Mrs _____ Son/Wife/Daughter of aged _____ about ____ years, R/o _____
 Residential Status: Resident / Non-Resident Indian / Person of
 Indian Origin Income Tax Permanent Account No _____ Aadhaar Card
 No _____

****JOINTLY WITH**

Mr. _____ Son/Wife/Daughter of aged _____ about ____ years, R/o _____
 Residential Status: Resident / Non-Resident Indian / Person of
 Indian Origin Income Tax Permanent Account No _____ Aadhaar Card
 No _____

(Hereinafter referred to as "**THE ALLOTTEE(S)**" which term and expression shall, unless it be repugnant to the context or subject thereof be deemed to include his / her heirs, successors, executors, administrators, legal representatives and permitted assigns) of the **THIRD PART**;

OR

* * M/s. _____ a partnership firm /
 Limited Liability Partnership duly registered under the Indian Partnership Act,
 1932, / Limited Liability Partnership Act 2008 having its office at

_____ Income Tax Permanent Account No.
 _____ through its partner Shri/Smt
 _____ authorized by resolution dated _____

(hereinafter referred to as the "**THE ALLOTTEE(s)**" which expression shall unless repugnant to the context or meaning thereof be deemed to include all the partners of the partnership firm and their legal heirs, legal representative, administrators, executors, successors and permitted assigns) of the **THIRD PART**.)

(Copy of the resolution signed by all Partners annexed herewith).

OR

* * M/s. _____ a Company
 registered under the Companies Act 1956, having its registered office at _____,
 Income Tax Permanent Account No. _____ through its duly
 authorized signatory Shri / Smt. _____ authorized by
 Board Resolution dated _____ (hereinafter referred to as the "**THE ALLOTTEE(s)**" which expression shall unless repugnant to the context or meaning thereof be deemed to include all the partners of the partnership firm and their legal heirs, legal representative, administrators, executors, successors and permitted assigns) of the **THIRD PART**.)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and
 I/we hereby accept the same.

Allotee(s)

Land Owners

For G.S. DREAM HOME LLP

Promoter

Auth. Signatory

(Copy of Board Resolution along with a certified copy of Memorandum and Articles of Association annexed herewith).

(* * Delete whichever is not applicable)

Hereinafter the "**PROMOTOR**", the "**LAND OWNER**", and the "**ALLOTTEE**" shall collectively be referred to as "Parties" and individually as "Party" as the context may demand.

INTERPRETATIONS/DEFINATIONS

- I. In this agreement the following expression 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 the Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009 Rajasthan (Disposal of Urban Land) Rules, 1974, Building Bye Laws, Real Estate (Regulation & Development) Act, 2016 Rajasthan Real Estate (Regulation & Development) Rules, 2017 and any other law which maybe 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 said project.
 - c) "APPROVED PLANS" shall mean the plans/layout of project (as defined herein below) which has been duly approved by the Urban Improvement Trust, Bhilwara including changes therein which may subsequently be made by the promoter in accordance with applicable laws.
 - d) 'Common Areas and Facilities' shall mean the common portions, spaces, equipments, services and amenities, which are meant for the common use and enjoyment of all the allottees/ residents in the project.
 - e) "DELAY PAYMENT CHARGES" means the charges payable by the allottee(s) to the promoter for delay in payment of any due amount, instalment, charges etc. At the rate of 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.
 - f) "EARNEST AMOUNT" shall mean 10% of the Total Price of the Plot.

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same.

Allottee(s)

Land Owners

For G.S. DREAM HOME LLP

Promoter
Auth. Signatory

- g) "HE OR HIS" shall also mean either she or her in case the buyer is a female or it or its in case the Buyer is a partnership firm or a limited company.
- h) "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.
- i) 'Maintenance Society/ Resident's Welfare Association (RWA)/ Society' shall mean the society, association or body, by whatever name called, that may be formed/ to be formed under Clause (e) of Sub-section (4) of Section 11 of the Act;
- j) "PARA" means Para of this Agreement.
- k) "RULES" mean the Rajasthan Real Estate (Regulation & Development) Rules, 2017;
- l) "SCHEDULE" means the Schedule attached to this agreement;
- m) "SECTION" means the section of the Act.
- n) "SCHEDULED LAND/PROJECT LAND" Residential /commercial land admeasuring of 64 Bigha 09 Biswa situated at revenue village Atun, tehsil and district Bhilwara bearing ARAJI no 515, 516, 519, 521, 524, 525, 2405/521, 2514/515, 2515/516, 2667/522, 522/1, 522/2, 529 part (New 529/1), 525 Part (New 525/1), 524 Part (New 524/1), 523-523/1, 522/2 Part (New 522/4), 2727/522, 2692/522, 2416/522, 522/1 Part (New 522/3), 2667/522 Part, 515 Part (New 515/1) and 2405/521 Part.
- o) "SAID PROJECT" shall mean the plotted development project comprising of 230 plots, all developments as required as per conditions of approval of layout plan, upon the project land and names as "**Kesariya Paras-II**".

II. 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 PROMOTER/LANDOWNERS DECLARES THAT:

- A. The LAND OWNERS has a legal title of land admeasuring of 64 Bigha 09 Biswa situated at revenue village Atun, tehsil and district Bhilwara bearing ARAJI no 515, 516, 519, 521, 524, 525, 2405/521, 2514/515, 2515/516, 2667/522, 522/1, 522/2, 529 part (New 529/1), 525 Part (New 525/1), 524 Part (New 524/1), 523-523/1,

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same.

Allotee(s)

Land Owners

For G.S. DREAM HOME LLP

Promoter


Auth. Signatory

522/2 Part (New 522/4), 2727/522, 2692/522, 2416/522, 522/1 Part (New 522/3), 2667/522 Part, 515 Part (New 515/1) and 2405/521 Part is absolutely seized and is in lawful possession of the said land. Further, the Promoter framed a scheme for developing a plotted project to be known as "**Kesariya Paras-II**" compromising various plots on said land.

- B. The Promoter had entered into a Development Agreement on 24th November 2022 with the Land Owners to develop plotting at the said land, the Development Agreement is registered with sub registrar Bhilwara on 24th November 2022 in its Book No. 1, Vol No. 820 , Page No. 140, bearing serial No. 202203026116785 and an additional copy of the same is pasted in Book no.1 Volume no. 3280 at page no. 599 to 626. Thus under the development agreement dated 24th November,2022 rights to develop a plotting project on the said land and further sale the plot/space falling therein share were vested in favor of the Promoter herein subject to terms and conditions of the said development agreement.
- C. The Promoter planned and is in the process of constructing and developing said Project upon the Scheduled Land as per permissions/ approvals from concerned competent authorities. The location detail of the said Project is fully described in Schedule A.
- D. The project land is free from encumbrances.
- E. The Lease Deed/Patta dated _____ was issued by the Urban Improvement Trust, Bhilwara in respect of the Plot no. _____ in favour of _____. The said lease Deed/ Patta was registered on _____ in the office of the Sub- Registrar, Bhilwara under _____ under serial number _____. or promoter can also issue the Lease Deed if the same was issued in favour of Promoter subject to payment of prescribed fees/charges /duty to Govt. authorities or Promoter.
- F. The said project has been registered with the Real Estate Regulatory Authority ("Authority") on dated _____ and the said project's Registration Certificate No. is RAJ/P/2023/_____. This Registration is valid for a period of _____ years commencing from _____, unless renewed by the Authority. The details of the promoter and the said project are also available on the website (www.rera.rajasthan.gov.in) of the Authority.
- G. The following approvals and sanctions have been obtained in respect of the said project :
 - I. Land owners got the land converted into non agricultural from agricultural in four parts (1) Vide letter no. 174/11, dated 21-

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Allotee(s)

Land Owners

For G.S. DREAM HOME LLP
Promoter

Auth. Signatory

02-2011 (2) vide letter no. 169/11, dated 21-02-2011 (3) 173/11 dated 21-02-2011 (4) 170/11 dated 21-02-2011 from the office of Urban Improvement Trust, Bhilwara under section 90B of Rajasthan Land Revenue Act 1956.

- II. The layout plan / site plan of the said project has been approved in two parts by the Urban Improvement Trust, Bhilwara (1) vide letter no : Manchitra/Sanstha/16 4-6 dated 7-1-16 for land admeasuring 20 Bigha and 03 Biswa and (2) vide letter no : Manchitra/Sanstha/16 42-44 dated 10-02-16 for land admeasuring 44 Bigha and 06 Biswa. A copy of the site Layout plan is enclosed herewith and marked as Annexure - 1.
- H. The promoter agrees and undertakes that it shall not make any changes to approved plan of the said project except in compliance with section 14 of the Act and other applicable Laws.
- I. The promoter has convinced a detailed plan of development works to be executed in the said project. Details of the plan of development works to be undertaken in the said Project have been specifically provided under schedule-D
- J. The detail of external development works to be taken for the project have been specifically provided in Schedule-E attached hereto.
- K. The Promoter has opened a separate account in the name of G S Dreamhome LLP Project Kesariya Prars-II-branch _____ for the purpose as provided in Sub-Clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- L. The promoter/Land Owner are fully competent to enter into this agreement and all the legal formalities with respect to right, title and interest of the promoter regarding the schedule land on which the said project is being developed have been completed.
- M. The Allottee(s) has seen and has satisfied him/her/them self regarding the condition and current status of the project prior to the execution of this agreement. The allottee has also undertaken inspection of the said plans of the project and all the documents referred to in this agreement and the allottee(s) stands fully satisfied with the layout of the sanctioned plans of the project.
- N. The Allottee(s), being aware of the said project and details given above as well as in the advertisement about the project, has applied for allotment and purchase of a plot in the said project and deposited advance amount and agreed 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.
- O. On application , as aforesaid, the allottee(s) has been allotted a plot in the said project and more particularly described in Schedule "B"

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same.

Allottee(s)

Land Owners

For G.S. DREAM HOME LLP
Promoter

Auth. Signature

attached herewith and hereinafter referred to as the "Unit/Plot". The layout plan of said plot is annexed herewith as Annexure-2.

- P. 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 said project.
- Q. 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;
- R. In accordance with the terms and conditions set out in this agreement and as mutually agreed upon by and between the parties, the promoter hereby agrees to sell and the Allottee(s) hereby agrees to purchase the 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 more specifically given in the Schedule "B" hereunder.
- 1.2 The total price of the plot is more particularly described in Part 1 of Schedule C hereunder.
- 1.3 The total price above includes the booking/advance amount paid by the allottee(s) to the promoter towards the plot as mentioned in part 2 Schedule C. All other charges, which are specifically mentioned in this agreement and does not form part of the total price, shall be paid by the Allottee(s) in addition to Total Price as per this agreement.
- 1.4 In addition to Total Price, Allottee shall be liable and responsible to pay all taxes, including but not limited to, GST and cess or any other similar taxes which may be levied, in connection with the said plot. The Allottee shall also be liable to pay maintenance deposit, upfront maintenance charges, documentation charges, charges towards water infrastructure fund, stamp duty, registration charges and any other charges applicable at the time of registration of this agreement, sale deed, sub lease deed etc. In respect of the plot, which shall be exclusively borne and paid by the Allottee(s) details of the total price as above payable by the

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same.

Allottee(s)

Land Owners

For G.S. DREAM HOME LLP

Promoter
Auth. Signatory

allottee(s) to the promoter has been particularly described in Part 1 of Schedule- C.

Provided that in case there is any change modification / introduction of new taxes, the subsequent amount payable by the allottee(s) to the promoter 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 schedule date of completion of the said 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(s).

- 1.5 The promoter shall periodically intimate to the allottee(s), the amount payable as stated in part 1 of schedule C to be paid in the manner provided in Part 2 of Schedule C hereunder and the Allottee(s) shall make payment demanded by the promoter within the time and the manner specified therein. In addition, the promoter shall provide to the Allottee(s) the details of change/modification/introduction in taxes, which is paid on demanded along with the acts/rules/notifications together dates from which such taxes/levies etc. have been imposed or become effective.
- 1.6 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 taxes/ levies or introduction of new charges/levies/taxes 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/taxes imposed by the competent authorities, the promoter shall enclose the said notification/ order/ rules/ regulation to the effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.
- 1.7 The allottee(s) shall be liable for all costs, charges and expenses in connection with the cost of the preparing, executing and registering of this agreement or related agreements, conveyance or conveyances , sub-lease deed, sale deed and any other document and documents required to be executed by the promoter for preparation and approval of such documents.

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same.

Allottee(s)

Land Owners

For G.S. DREAM HOME LLP

Promoter

Auth. Signatory

- 1.8 The promoter has already received an advance / booking amount from the Allottee(s) as mentioned in Part 3 of Schedule C and the Allottee(s) agrees and undertakes to pay the balance amount strictly in accordance with the payment plan given in Part 2 Schedule - C attached hereto.

Provided that if the Allottee(s) delays in payments towards an amount which is payable as per this Agreement, he shall be liable to pay delay payment charges. The Allottee(s) is aware that the taxes including GST shall be payable in addition to the delay payment charges for delay in payment of any due amount under this agreement.

- 1.9 The promoter shall not make any additions and alterations in the approved plan of the said project without the previous written consent of the allottee(s) and the allottee(s) further agrees that such consent shall not be unreasonably withheld. The promoter 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 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 promoter may make such minor additions or alternations as may be required by the allottee(s) , or such minor changes or alterations as per the provisions of section 14 of the Act.

- 1.10 Subject of Clause 9.3, the promoter agrees and acknowledges that after registration of conveyance deed of the plot, the allottee shall have exclusive ownership of the plot. That the computation of the price of the plot includes recovery of price of land of plot , internal development charges, external development charges and all other facilities to be provided within the project.

- 1.11 To assess the extent of development of the said project, the allottee may visit the said project. However the promoter discourages such kind of visit by the allottee(s) and his/her family members due to the risk at construction site. If the allottee decides to visit site , he/she shall take due care and proper safety measures while visiting the site as construction activities are in full swing and the promoter shall not in any way be held responsible for any accident, fall of any object, mis-happening etc. Caused to/with allottee(s) and his/her accompanying persons

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Allottee(s)

Land Owners

For G.S. DREAM HOME LLP
Promoter

Auth. Signatory

while using the site. Further the promoter strictly prohibits the visit of children at construction site.

- 1.12 The Allottee(s) agrees and understands that except the plot as described in Schedule-B attached hereto, the allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the said project. Such un-allotted saleable spaces shall remain the exclusive property of the promoter, which it shall be free to deal with in accordance with applicable laws.
- 1.13 The Allottee(s) hereby agrees and acknowledges that notwithstanding anything mentioned in this agreement, the promoter shall not be under any obligation to provide any development and/or services and/or facilities except as specifically mentioned in this agreement.
- 1.14 The Allottee(s) hereby agrees and acknowledges that before transferring the allotted plot to any one. The Allottee will compulsorily take no objection letter from Promoter/RWA as the case may be.
- 1.15 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 for the payment of outgoings/dues. If the promoter fails to pay all or any of the outgoings/dues collected by it from the allottee before transferring the plot to the allottee(s), the promoter agrees to be liable, even after the transfer of the plot, to pay such outgoings/dues and panel charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceeding which may be taken therefore by such authority or person.
- 1.16 That the said project shall always be known as "Kesariya Paras-II" and the name of the said project shall not be changed except with the consent of the promoter.

2. MODE OF PAYMENT:

Subject to the terms of the agreement and the promoter abiding by the construction milestones, the allottee(s) shall make all payments, on written demand by the promoter, within the stipulated time as mentioned in the payment plan as stated in part 2 of schedule C hereunder through account payee cheque/ demand draft/ bankers cheque or online payment (as applicable) in favour of G S Dreamhome LLP Escrow Account Project Kesariya Paras Phase - II. The receipt would be valid only after realization of the said cheque/demand draft/ pay order and effect of credit in

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Allottee(s)

Land Owners

For G.S. DREAM HOME LLP

Promoter
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accounts of the promoter. However, the date of credit shall be deemed to be date of payment of instalment, by the allottee.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1 The allottee(s), if resident outside India, Shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made there under or any statutory amendments or modifications made thereof and all others cable 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(s) understands and agrees that in the event of any failure on his/her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/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(s) subsequent to the signing of this agreement, it shall be the sole responsibility of the allottee(s) to intimate the same in writing to the promoter immediately and comply with necessary formalities if any, under the applicable laws. The promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the plot in any way and the promoter shall be issuing the payment receipts in favour of the allottee(s) only.

4. ADJUSTEMENT/APPROPRIATION OF PAYMENTS:

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

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same.

Allottee(s)

Land Owners

For G.S. DREAM HOME LLP

Promoter
Auth. Signature

5. **Time is Essence:** The promoter shall abide by the time schedule for completing the said project as disclosed at the time of registration of the said project with the authority and towards handing over the apartment / plot to the allottee and the common areas to the maintenance society or the competent authority as the case may be.

6. **DEVELOPMENT OF THE SAID PROJECT:**

The Allottee(s) has seen, understood and accepted the approved plans, payment plan annexed along with this agreement. The promoter shall develop the said project in accordance with the approved plans. Subject to the terms in this agreement, the promoter undertakes to strictly abide by such plans approved by the competent authorities, other than in the manner provided under the act and the procedure agreed under Clause 1.9 hereinabove and breach of this term by the promoter shall constitute a material breach of this agreement.

7. **CONVEYANCE AND POSSESSION OF SAID PLOT:**

- 7.1 **Schedule for possession of the said of 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 31/12/2024. 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

For G.S. DREAM HOME LLP

The terms and conditions of this Agreement to Sell have been read and understood by me/us, and
I/we hereby accept the same.

Allottee(s)

Land Owners

Auth. Signatory
Promoter

obligations and liabilities under this Agreement.

7.2 Procedure for taking possession- The Promoter, upon obtaining the occupancy/Completion certificate as the case may be 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/ Completion certificate. Provided that, in the absence of local law, the conveyance deed/sale deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy/ Completion certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment 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, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy/ completion certificate of the Apartment/ Plot, as the case may be, to the Allottee at the time of conveyance/Sale deed of the same.]

7.3 Failure of Allottee to take possession of Apartment/ Plot- Upon receiving a written intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment/ 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 Term No. 7.2 above, such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above

7.4 Possession of the plot / unit to the Allottee- After obtaining the Completion /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, within thirty days after obtaining the completion certificate.

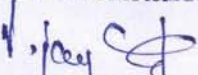
7.5 Cancellation by Allottee- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

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Allottee(s)

Land Owners

For G.S. DREAM HOME LLP
Promoter


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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 paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) without interest 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 Term 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 Apartment/ Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATION AND WARRANTIES OF THE PROMOTER/LAND OWNERS

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

- i. The Promoter/Land Owners 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 said project.

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same.

Allottee(s)

Land Owners

For G.S. DREAM HOME LLP

Promoter
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- ii. The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said project.
- iii. There are no litigations pending before any court of law with respect to the scheduled land, said project or the plot.
- iv. All approvals, licences and permits issued by the competent authorities with respect to the said project, scheduled 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 in compliance with all applicable laws in relation to the said project and plot.
- v. The promoter has the right to enter into this agreement and has not committed or committed to perform any act or thing, whereby the right, title and interest of the allottee(s) created, may prejudicially be affected.
- vi. The promoter 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, including the said project and the plot which will, in any manner, affect the rights of allottee(s) under this agreement.
- vii. The promoter confirms that the promoter is not restricted in any manner whatsoever from selling the plot to the allottee(s) in the manner contemplated in this agreement.
- viii. 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).
- ix. The project 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 project land.
- x. 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 possession of the plot.
- xi. No notice from the government or any other local body 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 promoter in respect of the scheduled land and/or the said project.

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same.

Allottee(s)

Land Owners

For G.S. DREAM HOME LLP
Promoter

Auth. Signature

- xii. Promoter 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 under this agreement and/or in the plot, in any way and promoter shall issue the payment receipts in favour of the allottee(s) only and in case of cancellation by such allottee(s) refund as per the terms of the agreement shall be made only to the allottee(s).

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 possession of the plot to the allottee(s) without any default on the part of the allottee(s), within the time period specified in Clause 7.1 above in this agreement or fails to complete the said project within the stipulated time disclosed (as extended as per the Act) at the time of registration of the said project with the Authority.
- ii. Discontinuance of the promoters business as a developer on account of suspension or revocation or expiry of his registration under the provision of the Act or the rules or regulations made thereunder.

9.2 In case of default by the promoter under the conditions listed above, allottee(s) is entitled, subject to the condition that there is no default on the part of the Allottee(s) to the following :-

- i. Stop making further payments to the promoter as demanded by the promoter. If the Allottee(s) stops making payments, the promoter shall correct the situation by completing the development and only thereafter the Allottee(s) be required to make the next payments without any delay payments charges; 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 allottee(s) under any head whatsoever towards the purchase of the plot, along with interest calculated at interest rate within forty-five 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 promoter, interest calculated at interest rate for the period of delay till the handing over of the possession of the plot, which shall be paid by

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Allottee(s)

Land Owners

For G.S. DREAM HOME LLP

Promoter

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the promoter to the allottee(s) within forty-five (45) days of it becoming due.

9.3 The allottee shall be considered having committed a default, on the occurrence of any one or more of the following events;

- i. Failure on the part of the allottee to make payment of any instalment as per the payment plan, despite having been issued notice in that regard;
- ii. Delay/default by allottee(s) under Clause 9.3 (1) above continues for a period beyond 2 consecutive month after demand notice from the promoter in this regard;
- iii. After the issuance of offer letter as per Clause 7.2 failure on the part of the allottee to deposit the stamp duty/registration charges/any other amounts due including delay payment charges, if applicable under this agreement within the period mentioned in the offer letter;
- iv. After the issuance of letter as per Clause 7.2 the delay/failure on the part of the allottee, having paid all the amounts due to the promoter under this agreement, in execution and registration of conveyance deed of the plot and/or taking possession of plot within the period mentioned in Offer letter;
- v. Breach of any other terms & conditions of this agreement on the part of the allottee;
- vi. Violation of any of applicable laws on the part of the allottee(s).

9.4 The Promoter's rights/remedies upon occurrence of any of event of default on the part of the allottee(s) as mentioned Clause 9.3 above shall be as follows:

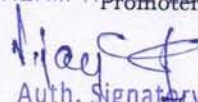
- i. Upon occurrence of event of default mentioned in Clause 9.3(i) the allottee(s) shall be liable to pay delay payment charges on the overdue amounts for the period commencing from the date on which such overdue amounts or part thereof were due to be paid by the allottee(s) to the promoter and ending on the date of the payment of such overdue amounts by the allottee to the promoter;
- ii. Upon occurrence of event of default mentioned in Clause 9.3 (ii) the promoter may cancel the allotment by terminating this agreement by serving a notice of 30 days to the allottee(s) in this regard;
- iii. Upon occurrence of event of default mentioned in Clause 9.3 (iii),(iv),(v) and (vi) promoter shall have the option to terminate this agreement as mentioned in Clause 9.4 (ii); Further in case of default under Clause 9.3(iii), till the time promoter exercise the option to terminate this agreement it shall be entitled to (a)

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same.

Allottee(s)

Land Owners

For G.S. DREAM HOME LLP
Promoter


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recover delay payment charges as per clause 9.4 (i) and (b) recover maintenance charges from the deemed date of possession; (c) recover holding/ safeguarding charges @ 0.1% per month on the Total price of the plot; (d) takes mentioned in above Clause(s); (e); withhold registration of the conveyance deed of the plot in favour of the allottee(s); and to refuse possession of plot to the allottee(s) till payment of amount mentioned Clause 9.3(iii) and allottee(s) hereby authorizes the promoter for the same.

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

9.5 Upon termination of this agreement by the promoter as mentioned hereinabove, the allottee(s) shall not have any lien, right, title, interest or claim in respect of the plot. The promoter shall be entitled to sell the plot to any other person or otherwise deal with the plot in any manner whatsoever and the promoter shall be entitled to forfeit the following amounts out of the amounts paid by the allottee(s) and refund the balance to the allottee without any interest after the sale of plot to a new allottee/buyer from the amounts realized from the such new allottee/buyer;

- i. The Earnest Amount
- ii. All taxes, duties, cess etc. Deposited by the promoter to the concerned department/ authority in respect of the plot
- iii. The delay payment charges paid/payable by the allottee to the promoter as per Clause 9.4(i) and/or 9.4(iii) if applicable;

9.6 Without prejudice to the rights of the promoter under this agreement, the promoter shall be entitled to file/initiate appropriate compliant/ proceedings against the allottee under the act for default/breach of any of the terms and conditions of this agreement or the provisions of the act/rules/regulations.

10. SPECIFIC PERFORMANCE:

The parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach of the provisions of this agreement and therefore that, without prejudice

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same.

Allottee(s)

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For G.S. DREAM HOME LLP

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to any and all other rights and remedies the promoter may have, the promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the promoter may have under law or in equity or pursuant hereto.

11. GENERAL COMPLIANCE WITH RESPECT TO THE PLOT;

- i. That the allottee hereby declares that he/she has gone through all the documents related to the ownership and possession of promoter title to the scheduled land and has expressly understood the contents/terms and conditions of the same and after being fully satisfied has entered into this agreement.
- ii. 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 the said plot/said project shall be applicable to and enforceable against any and all occupants, tenants, licenses and/or subsequent allottee/ assignees / nominees/ endorsers/ family members of the allottee(s) as the said obligations go along the plot for all intents and purposes.

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

The parties are entering into this agreement for the allotment of plot with the full knowledge of all laws, rules, regulations , notifications applicable to the said project.

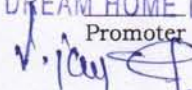
13. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

Without affecting the rights and interest of the allottee in respect of the plot und this agreement, in case the promoter raise finance loan from any financial institution/bank by way of mortgage/charge securitization of receivables or any other mode or manner by charge/mortgage of the said project, such mortgage shall be subject to the condition that the rights and interest of the allottee in respect of the plot under this agreement shall not be affected and the allottee shall be entitled to take loan from any bank/ financial institution for purchase of the plot and the plot shall be free from all encumbrances at the time of registration of conveyance deed of the plot. For the purpose of the same , the promoter shall provide NOCs, etc as maybe required by the allottee(s).

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same.

Allottee(s)

Land Owners

For G.S. DREAM HOME LLP
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14. MAINTENANCE OF THE 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. It shall be the duty of the RWA to take over the maintenance of the project within 2 months from the date of receipt of completion/occupation certificate or offer made by promoter to RWA in this respect. RWA with the main object to take over from the Promoter, the responsibility of maintenance of common areas as mentioned hereunder and/or with such other object or purpose and in such manner and to such extent as the Promoter or its nominee may decide from time to time. The Allottee agrees and undertakes that he shall be abiding by and comply with the bye-laws and rules and regulations of such maintenance Society. After the Promoter hand over the management/ maintenance of the common areas to the RWA then it shall be the sole responsibility of the RWA, to run and maintain the common areas and to determine from time to time the rate and amount of combined expenses and outgoings for common amenities and common services along with the sinking fund charges, recoverable proportionately from the Allottee and from all other parties and the Allottee agrees that he shall be liable to pay the said combined expenses and outgoings for common amenities and common services along with the sinking fund charges, recoverable proportionately from the Allottee and from all other parties and other dues to the RWA from time to time regularly. The allottee shall not raise any objection, if any changes or modifications are made in the draft bylaws of the owner's association as may be required by the registrar of society or other competent authority. Allottee(s) shall be bound by all the terms and conditions of Bye- Laws, maintenance agreement and any other agreement entered by the RWA and any decisions taken by the RWA as per its Bye -Laws. The allottee agrees that if at any time under any law/order or if the promoter/maintenance agency/owner's association may think necessary to insure the land title /Plot/project, the charges towards the same shall be paid by the allottee proportionately. The allottee agrees that his right to use of common areas and facilities of the project shall be subject to timely payment of total maintenance charges and performance by the allottee of all his obligations in respect of the terms and conditions specified under this agreement as well as the owner's association from time to time. The operation of service and maintenance of the said Project shall be done in

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Allottee(s)

Land Owners

For G.S. DREAM HOME LLP
Promoter
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accordance with the Maintenance Agreement. The Allottee agrees and undertakes to abide by the terms and conditions of the Maintenance Agreement.

15. ELECTRICITY CONNECTION AND WATER SUPPLY:

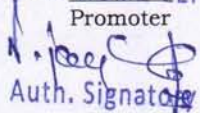
(i) That the Promoter shall provide a single point metering system for the Project is being provided by AVVNL, for entire Project and according to which electric connection /supply shall be provided by Promoter through prepaid meter and cost of prepaid electric meter shall be borne by the Allottee(s). The Allottee(s) shall be required to get the meter recharged to avail electricity facility for his Villa. However, if the Allottee(s) fails or is unable /delay to get his meter recharged, the electricity would automatically get disconnected and the Allottee(s) shall be held solely responsible for the same. The Allottee(s) shall pay the pre-paid charges of the electrical meter, to the Promoter until formation of Maintenance Association and upon formation of Maintenance Association to the Maintenance Association, computed at the actual prevailing rate based on actual power to be consumed by the Allottee(s) subject to minimum charges calculated on the basis of electricity /power load of the Allottee(s) along with proportionate common electric charges, D.G. charges and maintenance charges according to the area occupied by the Allottee(s). In case of any differences in electricity billing Villas recorded in meter of the Promoter and aggregate /cumulative /total billing Villas of all Allottee(s) and occupants recorded in their sub-meters, the difference billing amount shall be equally divided among all Allottee(s) and occupants of the Project and shall be paid by them . The Allottee(s) further agreed to pay the difference of the check meter and actual reading meter of the individual user.

(ii) The Promoter has made provisions for overhead and underground water tank for supply of water as per the requirement assessed by the Promoter. The Allottee(s) shall bear the proportionate charges for water connection and monthly charges for potable water procured from Municipality, Bisalpur Line, Water Works Department and/ or from outside vendor in case of any such shortfall.

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same.

Allottee(s)

Land Owners

For G.S. DREAM HOME LLP
Promoter

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16. THE RAJASTHAN APARTMENT OWNERSHIP ACT, 2015:

The promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the Rajasthan Apartment Ownership Act' 2015 (Act No. 12 of 2019) and that the Promoter shall comply with the provisions of the said Act and rules and regulations made thereunder. The Promoter has further assured the Allottee(s) that the various other Acts, rules and regulations prevailing in the State of Rajasthan shall always be complied with by him in the Project

17. BINDING EFFECT:

Forwarding this agreement to allottee by the promoter does not create a binding obligation on the part of the promoter or e allottee until, firstly , the allottee signs and delivers this agreement with all the scheduled along with the payments due as stipulated in this agreement within thirty days from the date of receipt by the allottee and secondly, appears for registration of the same before the concerned sub- registrar Bhilwara 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 and/or appear before the sub-registrar for its registration as and when intimated by the promoter, then the promoter shall be entitled to serve a notice to the allottee for rectifying the default, which if not rectified within 30(thirty) days from the date of its receipt by the allottee, promoter shall have the option to cancel the allotment of the allottee and if so chosen by the promoter, earnest amount deposited by the allottee shall be forfeited.

However, in case cancellation of booking is done within 30 days from the date of booking full advance payment shall be refunded without interest. The allottee shall be liable to pay all the cost incurred by the promoter in respect of application and allotment of plot to the allottee, including preparation of this agreement, postal cost, advocate fees, etc.

18. ENTIRE AGREEMENT :

This Agreement, along with its schedules, annexures , constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all understandings, any other arrangements, allotment letter, correspondences, arrangements whether written or oral, if any, between the parties in regard to the plot.

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same.

Allottee(s)

Land Owners

For G.S. DREAM HOME LLP

Promoter

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19. RIGHT TO AMEND:

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

20. PROVISION OF THIS AGREEMENT APPLICABLE TO ALLOTTEE/SUBSEQUENT ALLOTTEES:

It is clearly understood and agreed by and between the parties hereto that all the provision contained herein and the obligations arising hereunder in respect of the plot and the said project shall equally be applicable to ad enforceable against all occupants, tenants, licenses and/or subsequent allottee(s)/assignees/nominees/endorsers/family members of the allottee of the plot, in case of a transfer, as the said obligations go along with the plan for all intents and purposes.

21. Brokerage :

In case the allottee has to pay commission or brokerage to any person or services rendered by such person to the allottee whether in or outside India for acquiring the plot for allottee the promoter shall in no whatsoever be responsible or liable thereof and no such commission or brokerage to shall be deductible from the amount of sale price agreed to be payable to the promoter of the plot.

22. WAIVER NOT A LIMITATION TO ENFORCE:

22.1 The promoter may, at its sole option and discretion, without prejudice to its rights as said out in this agreement, expressly waive the breach by the allottee(s) is not making payments as per the payment plan mentioned in Part 2 of schedule C of this agreement including waving the payment of delay payment charges for delayed payment. It is made clear and so agreed by the allottee that exercise of discretion the promoter in the case of one allottee shall not be construed to e precedent and/or binding on the promoter to exercise such discretion in the case of other allottee.

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 waiver of any provisions or of the right thereafter to enforce each and every provision. Accordingly, any wavier 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

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same.

Allottee(s)

Land Owners

For G.S. DREAM HOME LLP

Promoter

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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 the confirm 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.

24. FURTHER ASSURANCES:

Both the parties agree that they shall execute, acknowledge and deliver to the other party 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.

25. 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:-

M/s G S Dreamhome LLP	Allottee(s)
Saral, Ist Floor, Near Patel Stadium, Jaipur Road, Ajmer	

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 with 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 maybe.

26. JOINT ALLOTTEE

That in case there are joint allottees all communication 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 to consider as properly served on all the allottee(s).

27. SAVINGS:

Any application, letter, allotment letter or any other document signed by the allottee in respect of the plot prior to execution and registration of this agreement for plot shall not be construed to limit the right and interests of the allottee(s) or the promoter

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same.

Allottee(s)

Land Owners

For G.S. DREAM HOME LLP
Promoter
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under this agreement, under the act, rules or regulations made thereunder.

28. 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 laws of india for the time being in force.

29. DISPUTES:

- a) All or any disputes arising out of or touching upon or in relation to the terms of this agreement/allotment letter or its termination included the interpretation and validity thereof and respective rights and obligations of the parties shall be settled amicably by mutual discussion between the parties, failing which the issue shall be settled in the manner as provided under the Act.
- b) In case of non-compliance of any obligation cast upon the promoter or the allottee, as the case maybe, 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.

(Note: Any other terms and conditions as per contractual understanding between the Parties may be included. However, such terms and conditions should not be in derogation of or inconsistent with the terms and condition set out herein as part of this Form or the provisions of the Act or the rules and regulation made thereunder. If any clause of the draft Agreement for Sale prepared and submitted by the Promoter at the time of registration of the project for public viewing or as actually executed between the Parties is found to be in derogation of or inconsistent with the terms and conditions set out herein as part of this Form or the provision of the Act or the rules and regulations made thereunder, such clause of the draft or any Agreement executed for Sale shall be deemed to be non-existent and in such case relevant terms and condition set out herein as part of this Form and the relevant provision of this Act and the rules and regulation thereunder shall prevail over such clause and the Promoter shall bear the consequences thereof.)

IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this agreement for sale at _____ in the presence of attesting witness, signing as such on the day first above written .

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same.

Allotee(s)

Land Owners

For G.S. DREAM HOME LLP

Promoter
Auth. Signatory

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

Promoters For and on behalf of G S Dreamhome LLP.
Name: Shri
Signature
Designation:

Land Owners For and on behalf of Fashion Suitings Pvt Limited.
Name: Shri
Signature
Designation:

Allottees
Name: Shri

The terms and conditions of this Agreement to Sell have been read and understood by me/us and
I/we hereby accept the same.

Allottee(s)

Land Owners

For G.S. DREAM HOME LLP
Promoter
Auto. Signature

Signature

WITNESSES
Signature
1. Name
Address
Signature
2.Name
Address

SCHEDULE-A

(Description of Scheduled Land of total project)

ALL that the project land admeasuring of 64 Bigha 09 Biswa situated at revenue village Atun, tehsil and district Bhilwara bearing ARAJI no 515, 516, 519, 521, 524, 525, 2405/521, 2514/515, 2515/516, 2667/522, 522/1, 522/2, 529 part (New 529/1), 525 Part (New 525/1), 524 Part (New 524/1), 523-523/1, 522/2 Part (New 522/4), 2727/522, 2692/522, 2416/522, 522/1 Part (New 522/3), 2667/522 Part, 515 Part (New 515/1) and 2405/521 Part.

The above Land is bounded as under:

In the	EAST	:	Road
	WEST	:	Others property
	SOUTH	:	Road
	NORTH	:	Road

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

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same.

Allotee(s)

Land Owners

For G.S. DREAM HOME LLP
Promoter
Auth. Signatory

25° 30' 97.94" N

74° 62' 24.90" E

4. Other details of the location of the Project:

a. _____

5. The location Map of the Project:

SCHEDULE-B**(Description of the Plot)**

Plot No. _____

Area _____ Sq Mtrs. (_____ Sq Ft)

SCHEDULE-C**Part -1****Total Price of the Plot**

Basic Sale Consideration of the plot Rs. _____

(Any indirect taxes, Including GST, if applicable on the price of the plot shall be payable by the allottee in the addition to the basic sale consideration of plot.)

SCHEDULE - C**Part-2****(Payment Schedule)**

Instalment payment plan	Instalment amount
On booking	10% of Total Price of the plot
Final Amount (With in 30 days from Booking)	90% of Total Price of the plot

Note-

- i. Amount reflected above in exclusive of Goods and Service Tax, interest, stamp duty and registration charges.

SCHEDULE-C**Part-3****(Amount Received till Date)**

The allottee(s) has paid the amounts as under :

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same.

Allottee(s) _____

Land Owners _____

For G.S. DREAM HOME LLP
 _____ Promoter
 Auth. Signature

Ch. No.	Date	Bank	Amount (in Rs.)

SCHEDULE-D

(Detailed of development works to be undertaken in respect of the project)

- Roads
- Footpath
- Water Lines
- External Electrification
- Street Lights
- open spaces

SCHEDULE-E

(Detailed of external development works to be undertaken in respect of the project)

- Roads
- Footpath
- Water Lines
- External Electrification
- Street Lights
- Park/open spaces

Annexure-1

Layout Plan/Site Plan of the project

Annexure-2

Layout Plan of Plot

The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same.

Allotee(s)

Land Owners

For G.S. DREAM HOME LLP

Promoter
Auth. Signatory