



राजस्थान RAJASTHAN

AFFIDAVIT

AX 946725

I, Vijay Gupta Son of Shri Daya Ram Gupta aged 54 years R/o E-402, Shastri Nagar, Ajmer 305001, Rajasthan, Designated Partner of M/s G S DREAMHOME LLP having its registered address at Saral, 1st Floor, Jaipur Road, Near Patel Stadium, Ajmer-305001, Rajasthan do hereby declare, undertake and state as under:-

1. That the agreement for sale/builder buyer agreement of our project "Dream Homz" situated at Khasra No. 1296 & 1306, Village Makadwali, District-Ajmer-305004, Rajasthan. in accordance of Model form G and rule -9 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 terms and rules of The Real Estate (Regulation and Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development), Rules, 2017.
3. Act & Rules of The Real Estate (Regulation and Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development), Rules, 2017 are always prevail in future, if any contradiction arises in the future of project "Dream Homz", the deponent will be responsible for it.

FOR G S DREAMHOME LLP

DESIGNATED PARTNER Deponent

Verification

I, Mr. Vijay Gupta Son of Shri Daya Ram Gupta aged 54 years R/o E-402, Shastri Nagar, Ajmer 305001, Rajasthan, designated Partner of M/s G S DREAMHOME LLP do hereby verify that the contents in para no. 1 to 3 of my above affidavit are true and correct and nothing material has been concealed by me there from

FOR G S DREAMHOME LLP

DESIGNATED PARTNER Deponent



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

3 MAR 2020

क्र.सं. 88 मुद्रांक 100/- दिनांक 29/02/2020

क्रेता का नाम श्री. र. शीमहोम एल.एस. पी.
पिता/पति श्री. र. शीमहोम एल.एस. पी.
निवासी अजमेर

कस्ते जयपुर जयपुर

क्रेता के हस्ताक्षर जहीरुद्दीन खान
स्टाम्प वेण्डर (ला.नं. 50/19)
उप पंजीयक कार्यालय परिसर,
जयपुर रोड, अजमेर

राजस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत स्टाम्प राशि पर प्रसारित अधिभार	
1. आधारभूत अधिसूचना सुविधाओं हेतु (घास 3-क)-10% रुपये	10/-
2. माय और उसकी बस्ती के संरक्षण और संवर्धन हेतु (घास 3-ख)-10% रुपये	10/-
कुल योग 20/-	
हस्ताक्षर स्टाम्प वेण्डर-जहीरुद्दीन खान, ला.नं.-50/19, उप पंजीयक कार्यालय परिसर, जयपुर रोड, अजमेर मो.-8233898818	

AX 946725

ATTESTATION

ATTESTATION

I, Vijay Gupta Son of Shri Datta Ram Gupta aged 54 years R/o E-402, Shanti Nagar, Ajmer-305001, Rajasthan, Designated Partner of M/s G S DREAMHOME LLP having its registered address at (G/S), 1st Floor, Jaiyur Road, Near Patel Stadium, Ajmer-305001, Rajasthan do hereby declare, undertake and state as under:

1. That the agreement for sale/buyback of our project "Dream Home", situated at (G/S), 1st Floor, Jaiyur Road, Near Patel Stadium, Ajmer-305001, Rajasthan in accordance of Model form G and rule 2 of Rajasthan Real Estate (Regulation & Development) Rules, 2017.

2. That none of the terms and conditions of the agreement to sale prescribed by the state and rules of the Real Estate (Regulation and Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development) Rules, 2017.

3. Act & Rules of the Real Estate (Regulation and Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development) Rules, 2017 are always prevail in future. If any contradiction arises in the future of project "Dream Home", the document will be responsible for it.

FOR G S DREAMHOME LLP

DESIGNATED PARTNER

Verification

I, Mr. Vijay Gupta Son of Shri Datta Ram Gupta aged 54 years R/o E-402, Shanti Nagar, Ajmer-305001, Rajasthan, designated Partner of M/s G S DREAMHOME LLP do hereby verify that the contents in para no. 1 to 3 of my above affidavit are true and correct and nothing material has been concealed by me there from.

FOR G S DREAMHOME LLP

DESIGNATED PARTNER

ATTESTED
Notary (Govt. of India)
Ajmer Nagar, Jaiyur Road

E-3 MAR 2020

ATTESTED
E-3 MAR 2020
GOVT. NOTARY
AJMER

G S DREAMHOME LLP

REGD. OFFICE: Saral" First Floor, Near Patel Stadium, Opp. Petrol Pump, Ajmer-305001, Rajasthan
LLPIN: AAL-4000 , **EMAIL ID:** gsdreamhome@gmail.com, **Ph. No.:** 9351630575

ALLOTMENT LETTER

Mr./ Ms./ Mrs. _____

Dated: _____

Co - Appl. _____ (if any)

Sub: **Letter of Allotment of Unit in "_____ " situated at Khasra No. 1296 & 1306 , Village Makarwali, Ajmer-305004**

Dear Sir/Madam,

Hearty Congratulations!!!!

We are pleased to inform you that you have been allotted a Unit/Flat bearing No. _____ on _____ floor in _____, having tentative carpet area of _____ sq. ft. and exclusive balcony area of _____ sq. ft. built up area of _____ sq. ft. super built up area of _____ sq. ft. (Unit) against your Registration/Application number _____ Dated _____ (Application Form) in our Residential Project named as Seven Heaven (Project) which is being developed upon land admeasuring 13577.98 Sq. yards (11352.55 Sq. Mtr.) situated at Khasra No. 1296 & 1306, Village Makarwali, Ajmer 305004 (Project Land) in accordance with terms and conditions of said Application Form and this Allotment Letter.

The Allotment of said Unit/Space is subject to the terms & conditions of the Application Form, this Allotment Letter and the terms & conditions of the Space Buyers Agreement/ Agreement to Sell, proposed to be sign with you, including the timely payment of total payable amount and others payments as per the payment schedule mentioned in the Application Form.

For any Query, please feel free to visit our site or corporate office at Saral, Ist Floor, Jaipur Road, Ajmer and can also call at 0145- 2626092 and we would be happy to assist you. You can also email to us on gsdreamhome@gmail.com

Thanking you,

Yours faithfully,

For G.S.Dreamhome LLP

For G.S. DREAMHOME LLP

Promoter

Authorised Signatory

Allottee

Agreement for Sale

(As per rule 9 of Rajasthan Real Estate (Regulation and Development) Rules, 2017 and Model form G)

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

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

THIS AGREEMENT FOR SALE (hereinafter referred to as the "Agreement") is executed 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' Ist Floor, Near Patel Ground, Jaipur Road, Ajmer 305001 through its authorised signatory/partner Mr. _____ S/O _____


_____ R/O _____
_____ Aadhar No. _____ duly
authorised vide authorized letter 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

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 _____

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)

For G.S. DREAM HOME LLP

Auth. Signatory Promoter
1

****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 **SECOND PART**;

OR

* * M/s. _____ a partnership firm duly registered under the Indian Partnership Act, 1932, 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 **SECOND 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 **SECOND PART**.)

(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**", and the "**ALLOTTE**" shall collectively be referred to as "**Parties**" and individually as "**Party**" as the context may demand.

INTERPRETATIONS/DEFINITIONS

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)

For G.S. DREAM HOME LLP

Auth. Signatory

1. 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, 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 and Development) Rules, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including bye-laws, 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. "APARTMENT" whether called block, chamber, dwelling unit, flat, office, showroom, shop, go-down, premises, suit, tenement, unit or by any other name, means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or go-down or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified
 - d. ASSOCIATION OF ALLOTTEE(s) /RESIDENT'S WELFARE SOCIETY (RWA)/MAINTENANCE SOCIETY " means an Association of apartment owners to be formed ,or deemed to have been formed, consisting of the apartment owners in the building acting as a group in accordance with the applicable bye -laws and shall include society formed by apartment owners, cooperative society of Allottees or a federation of Allottees under "**Chief Minister Jan Awas Yojana 2015**" as per the Clause (e) of Sub -Section (4) of Section 11 of the Act ;
 - e. "APPROVED PLANS" shall mean the plans and designs of Project 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 Promoter and/or architect(s) in accordance with Applicable Laws.

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

For G.S. DREAM HOME LLP

Allottee (s)


Auth. Signatory
Promoter

- f. "BUILDING" shall mean the building/tower/block in the Project where the Allottee(s) has been allotted his "Unit" and more particularly detailed in the **Schedule-A** attached hereto.
- g. "BUILT UP AREA" means the sum of area of the Apartment. It shall include area encompassed within the walls of Apartments, all balconies, whether covered or uncovered, and the thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area
- h. "BUILDING PLANS" shall mean the plans and designs of buildings to be constructed or constructed on the Project Land, which has been duly approved by the authority including any variations therein which may subsequently be made by the Promoter in accordance with Applicable Laws and the provisions of the Act.
- i. "BOOKING AMOUNT" shall mean 10% of the Basic Sale Consideration of Unit.
- j. "CARPET AREA" means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or veranda area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. Explanation. - For the purpose of this clause, the expression "exclusive balcony or verandah area" of the balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, Meant for the exclusive use of the Allottee(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);
- k. "COMMON PURPOSE" shall mean and include the purposes of maintaining and managing the Residential Project and particularly the common parts, meeting of the common expenses and matters relating to mutual rights and obligations of the Allottee(s) inter - se relating to the Residential Project and the common use and enjoyment thereof.
- l. COMMON AREAS AND FACILITIES OF THE PROJECT: shall mean such common areas, facilities, equipment and spaces in the Project, which are meant for common use of and enjoyment of all the occupants including the occupants of roof area of the Project and more particularly detailed in the **Schedule-G** attached hereto. However (i) any areas, facilities and equipments reserved for a specific group/person(s) or occupants of a specific part of the project shall not form part of common areas and

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)

For G.S. DREAM HOME LLP


Auth. Signatory

facilities of the project. (ii) Limited Common areas shall not be a part of Common Area.

m. "COMMON SERVICES" Includes all the services employed by the Maintenance Society for the security & maintenance of the common areas including open areas and all the service providers etc.

n. "COMPLETION CERTIFICATE" means the completion certificate or such certificate, by whatever name called, issued by the competent authority certifying that the real estate project been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws.

o. "CONVEYANCE DEED" (i) in respect of the Unit shall mean written instrument executed between the Promoter and the Allottee(s) through which the ownership of the Unit is transferred in favour of Allottee(s) by the Promoter 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 Promoter and the Resident's Welfare Association through which the ownership of the Common Areas and Common Facilities, excluding limited Common Areas and Common Facilities, is transferred in favour of Resident's Welfare Association by the Promoter subject to and in accordance with the terms of this Agreement.

p. "FORCE MAJEURE" shall mean any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including:

- i. acts of God i.e. fire, drought, flood, earthquake, epidemics and other natural disasters; or
- ii. explosions or accidents, air crashes and shipwrecks; or
- iii. strikes, riots, lock-outs, civil disturbances, curfew etc.; or
- iv. war or enemy action or terrorist action; or
- v. change in Law, Rules and Regulations, injunctions or stay granted by court of law or interim order by arbitrator;
- vi. non-availability of steel, cement, Bajri or other building material or water supply or electric power or like; or
- vii. Natural calamity or by reason of any national or international happening or event; or
- viii. The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any

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

For G.S. DREAM HOME LLP

Allottee (s)

Auth. Signatory Promoter

governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this agreement.

- ix. any litigation by Promoter or allottee(s) or any outside agency or Govt department or local authority which materially effect to construct further the project
- x. any event or circumstances analogous to the foregoing which is beyond the control of the parties.
- q. "INTEREST" means the interest payable at the rate specified in rule 17 of the rules; which is the State Bank of India's highest marginal cost of lending rate plus 2%, provided if the State Bank of India's marginal cost of funds lending rate is not in use then it would be replaced by the present bench mark lending rate which the State Bank of India may fix from time to time for landing to general public. At present the general lending rate of State Bank of India is _____ % per annum and as per rule 17 by adding 2%, the rate of interest for the purpose of this agreement would be ____%.
- r. "LIMITED COMMON AREAS AND FACILITIES" means those common areas and facilities which are designated in writing by the promoter before the allotment, sale or other transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments i.e servant /store /service /driver Room, Dormitories, etc. as per the Map uploaded on RERA Portal.
- s. "MAINTENANCE AGREEMENT" means an agreement made between the Promoter/Residents welfare association and Maintenance Agency for the maintenance and upkeep of the Project.
- t. "OFFER LETTER" shall have the meaning as prescribed under Clause 7 of this Agreement;
- u. "PARA" means Para of this Agreement;
- v. "PAYMENT PLAN" shall have the meaning described under **Schedule-J** of this Agreement.
- w. "PROJECT" shall mean affordable housing project under provision 3-A of the "**Chief Minister Jan Awas Yojana 2015**" comprising of 04 (*four*) towers *vis-a-vis* A to D and common areas and facilities, being constructed and developed upon Scheduled Land in as per Approved Plans, after obtaining all the necessary permissions and approvals in accordance with Applicable Laws, known as "**Dream Homz**".

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

For G.S. DREAM HOME LLP

Allottee (s)

Auth. Signatory

Promoter

- x. "REAL ESTATE AGENT" means any person ,who negotiates or acts on behalf of one person in a transaction of transfer of his apartment or building ,as the case may be, in a real estate project , by way of sale, with another person or transfer of apartment of building ,as the case may be, of any other person to him and receives remuneration or fees or any other charges for his services whether as commission or otherwise and includes a person who introduces ,through any medium, prospective Allottees and Promoter to each other for negotiation for sale or purchase of apartment or building ,as the case may be, and includes property dealers ,brokers ,middleman by whatever name called.
- y. "REGULATION" means regulations made under the Act;
- z. "RULES" mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- aa. "SCHEDULE" means the Schedule attached to this Agreement;
- bb. "SECTION" means the section of the Act.
- cc. "SCHEDULED LAND" shall have the meaning prescribed in Recital B and more particularly detailed in **Schedule-B**.
- dd. "SUPER BUILT UP AREA" shall mean & include Carpet Area, the exclusive areas coupled with the Flat and the proportionate area occupied by the Common Area and Common Facilities.
- ee. "UNDIVIDED PROPORTIONATE SHARE" shall mean and include the proportionate & variable share, right and interest in the Land corresponding to the Flat agreed to be bought by the Allottee(s) where the proportion is to be determined by comparing built up area plus open terrace area and limited common area and common facilities of Flat with maximum permissible FSI of the Building and Project at any point of time this right shall be capable to be enjoyed only along with the superstructure of the Flat. The undivided Proportionate share shall keep variable depending on the additional construction carried out by the promoter.
- ff. "UNIT" shall have the meaning described in **Schedule-D**.

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.

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)

For G.S. DREAM HOME LLP

Auth. Signatory Promoter

WHEREAS THE PROMOTER DECLARES THAT:

- A. That Promoter is in lawful possession of the land admeasuring 13577.98 square yards (11352.55 Sq. Mtr.) situated at Khasra no. 1296 & 1306, Village Makadwali, Ajmer 305004 (hereinafter referred to as 'Land' and more fully described in the **Schedule-B**).

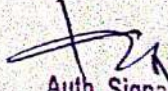
The Promoter has the legal title to the land with legally valid documents and is lawful owner of the land which was purchased from Geo Connect Limited CIN 74899DL1999PLC10I065 vide conveyance deed executed on 21st June 2018 and was registered in the office of Sub Registrar, Ajmer at Sl No 201803002104345 Book No 1 Volume no 553 at Page No 163 and copy of which is pasted in Additional Book No 1 Volume No 2212 at Page no(s) 208 to 219 more particularly described in "**Schedule-B**" enclosed hereto.

- B. The said land is earmarked for the purpose of development of an affordable group housing project comprising of EWS/LIG apartments under "**Chief Minister Jan Awas Yojana 2015**" and the said project shall be known as "**DREAM HOMZ**".
- C. The promoter are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the promoter regarding the said land on which Project is to be constructed have been completed.
- D. The Promoter has got necessary maps/plans in respect of the Residential Project on the said Land duly approved and released in its name by the Ajmer Development Authority, Ajmer in respect of the residential housing project proposed to be developed / constructed thereon comprising of Flats, Common Area/ Common Parts/ Common facilities as shown in the plans approved by the Ajmer Development Authority, Ajmer vide letter no. ADA/P.3/ BPC/ 18/ 266 dated 15th May 2018 and further revised map approved vide letter ADA/P.3/ BPC/ 19/ 744 dated 6th December 2019
- E. The scheduled land is free from all encumbrances and earmarked for the purpose of development of a residential group housing buildings comprising of apartments and common area and facilities of the project "**Dream Homz**".
- F. The promoter has conceived, planned and are in the process of constructing and developing a real estate project known as '**Dream Homz**', (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments/buildings 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 -13577.98 square yards (11352.55 Square Meters) situated at Khasra 1296 & 1306 Village

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)

For G.S. DREAM HOME LLP


Auth. Signatory

Promoter

Makadwali, Ajmer. and latitude & longitude of the end points of the Project and the location details are fully described in the **Schedule-B**.

G. The Project has been registered with the Real Estate Regulatory Authority on(date) and the Project Registration Certificate No. isThis registration is valid for a period of years commencing from.....and ending with.....unless extended by the Authority. The details of the promoter and Project are also available in the website (<http://rera.rajasthan.gov.in>) of the Authority.

H. Approval of specifications of the Project and permission of building construction was granted by Ajmer Development Authority, Ajmer vide its permission no. ADA/P.3/BPC/18/266 dated 15th May 2018 and further revised map approved vide letter ADA/P.3/ BPC/ 19/ 744 dated 6th December 2019 and building plans were also released.

The specifications of the Project are as under: -
In Tower -A,B,C & D,: Ground Floor + 4 Floors

The promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable; The copy of approved site plan/layout plan along with constructions permission is attached herewith as **Annexure-I** (Collectively)

I. The details of Floor plan of the Apartment No. ____ and for tower/ block of the Project is given in **Schedule-E**.

J. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4 have been provided under **Schedule-H**

K. The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of sewerage water, other facilities and amenities, public health services and other internal development works proposed to be provided in the Project have been provided in **Schedule-L**

L. The details of other external development works to be taken for the Project have been provided in **Schedule-L**

M. The details of specifications of material used in construction have been provided in **Schedule-F**.

N. The stage wise time-schedule of completion of the Projects have been provided in **Schedule-M**. However, this time schedule is tentative in nature and may be done before/after the time schedule mentioned in 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)

For G.S. DREAM HOME LLP


Auth. Signatory

Schedule-M. Allottee(s) has to pay his installment due on the completion of construction stage or the demand letter issued by the Promoter.

- O. The promoter has opened a separate account in Branch of **Baroda Rajasthan Kshetriya Gramin Bank**, P R Marg, Ajmer for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4 of the Act.
- P. The Allottee(s), being aware of the Project and details given above has applied for allotment and purchase of an Apartment in the Project vide booking/ application form No. _____ dated _____ ("Booking Form"). The Allottee(s) has also deposited advance payment and more particularly described in the **Schedule-I** (hereinafter referred to as "Booking Amount") as an advance payment /booking amount" which is including application fee and which is not more than 10% of Basic Sale Consideration of Unit (as defined below) and agrees to make timely and complete payments of the balance of Total Payable Amount as well as other dues under this Agreement more particularly detailed in **Schedule-J** as per terms and conditions of this Agreement.
- Q. The Promoter have allotted Apartment in the Project to the Allottee(s) and pro-rata share in the common areas of the Project (the layout plan of the said Apartment is annexed herewith as **Schedule -E** and more particularly described in the **Schedule-D** attached herewith and hereinafter referred to as the "Unit").
- R. The common areas, facilities and amenities will be developed along with the Project in which they locate and Common Areas and Facilities of the said Project. Therefore, it has been clearly explained by the Promoter to the Allottee(s) and further agreed by the Allottee(s) that the Common Areas and Facilities of the Project would be developed along with the said Project.
- S. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- T. The Allottee acknowledge the Promoter has provided all the information and clarification as required by the allottee and that the Allottee has also relied upon his own judgment and investigation with respect location design specification price availability of infrastructure government regulation availability of finance and interest rate in market condition his/ her availability to make timely payments etc. in deciding to apply to allotment and to purchase said flat and has not relied upon and his not influenced by any written or verbal representation and assurance warranty statements or estimates of any nature whatsoever made by its

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

For G.S. DREAM HOME LLP

Allottee (s)

Auth. Signature Promoter

selling agents/ broker or otherwise including but not limited to any representation relating to the description location physical condition of the said project/ said unit. The Allottee(s) is also aware of infrastructure status of area risk perception and price fluctuation which are related to real estate sector in Indian economy in general this area in particular and is entering into this transaction after full understanding of all the factors terms and conditions of this agreement.

- U. The Promoter has not made any other promises, assurances, representations in respect of the said unit/project except as specifically mentioned in this Agreement. 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.

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

1. TERMS:

- 1.1 The basic sale consideration of the Unit including consideration for exclusive balcony (hereinafter referred to as "Basic Sale Consideration of Unit"). The Basic Sale Consideration of Unit does not include and thus, the Allottee(s) shall additionally bear and pay following taxes, charges, deposits, etc (hereinafter referred to as "Additional Payments") is more particularly detailed in **Schedule-J**. The aggregate of Basic Sale Consideration of Unit and Additional Payments in respect of the Unit shall hereinafter be referred to as "Total Payable Amount".
- 1.2 The Total Payable Amount above includes the booking amount, as may be in parts, paid by the Allottee(s) to the Promoter towards the Unit as mentioned in **Schedule-J**. All other charges, which are specifically mentioned in Clause no. 1.3 as hereunder 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 terms of this Agreement.
- 1.3 The Total Payable Amount above includes taxes (comprising of tax paid or payable by the promoter by way of Goods and Service Tax, Cess or any other similar taxes which may be levied, in connection with the construction of the project by whatever name called but the promoter shall be entitled to claim input credit for the same. However, Goods and Service Tax payable by the allottee on purchase of flat shall be paid by the allottee over and above the total price, as per the prevailing rate).

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Allottee (s)

For G.S. DREAM HOME LLP

Auth. Signatory Promoter

However, the Total Payable Amount does not include stamp duty, registration charges, Electric Meter and connection Charges (payable to concerned authority), Water Meter and Connection Charges (payable to concerned authority), documentation charges and any other charges applicable at the time of registration of this Agreement, Conveyance Deed, sub- lease deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Further, the Total Payable Amount above does not include upfront maintenance charges, which shall be determined by the Promoter on actual cost plus 18% and payable by the Allottee(s) until the Common Areas and Facilities of the Project are not taken over by the Resident's Welfare Association after obtaining the completion certificate of Project.

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 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).

The Allottee(s) shall be liable for all costs, charges and expenses in connection with the costs of the preparing, executing and registering of this Agreement or related agreements, conveyance or conveyances, transfer deeds, sub lease deed, sale deed and any other document or documents required to be executed by the Promoter for preparation and approval of such documents.

1.4 The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in payment plan given in **Schedule-J** attached hereto ("Payment Plan") and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of 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.

1.5 The Total Payable 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 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

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For G.S. DREAM HOME LLP

Allottee (s)

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notification/order/ rules/regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments.

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

- 1.6 As more particularly mentioned in **Schedule-I**, the Promoter has already received an advance/booking amount from the Allottee(s) a sum out of the Total Payable Amount and the Allottees(s) agrees and undertakes to pay the balance amount of the Total Payable Amount strictly in accordance with the Payment Plan as more particularly detailed in **Schedule-J**.

Provided that if the Allottee(s) delays in payment towards any amount which is payable as per the Agreement, he shall be liable to pay interest computed as per the Interest Rate, along with taxes including GST for any dues under this agreement.

- 1.7 The Promoter shall not make any additions and alterations in the Approved/Sanctioned Plans, layout Plans and specifications and the nature of fixtures, fittings and amenities described therein at **Schedule-K** in respect of Unit without the prior written consent of the Allottee(s) as per the provisions of the Act and Promoter shall not make any other additions and alterations in the Approved Plans and specifications of the Buildings or the Common Areas and Facilities of Project as described therein at **Schedule-L** in respect of the Project without the previous written consent of the 2/3rd of allottee(s) of the Project and the Allottee(s) hereby 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(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 Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of section 14 of the Act without the consent of the Allottee(s) but after declaration and intimation to the Allottee(s).

- 1.8 The Promoter shall confirm to the final Carpet Area that has been allotted to the Allottee(s) after the construction of the Project is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the Carpet Area. The Total Payable Amount payable for

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the Carpet Area/Super Built-Up Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area then the Promoter shall refund the excess money paid by Allottee(s) within 45 days with interest computed at Interest Rate from the date of receipt of last installment of Total Payable Amount. Provided that the interest will be paid on excess amount received over and above of the Total Sale Consideration as calculated hereinabove. If there is any increase in the Carpet Area, which is not more than three percent of the Carpet Area allotted to the Allottee(s), the Promoter may demand the additional consideration, charges, taxes, etc. from the Allottee(s) with the next milestone of the Payment Plan. All these monetary adjustments shall be made in proportion to basic sale consideration as referred in **Schedule-J**.

1.9 That the Unit is part of the Building and it is in the interest of the Allottee(s) that some safeguards be provided to prevent unauthorized persons to enter into the Apartments/Unit/Project, including the Common Areas and Facilities and to give an effective hand to the Promoter/Resident's Welfare Association to deal with such unlawful entrants/peddlers, etc. and also to enable the Promoter/Resident's Welfare Association and lawful occupants of the various Apartments in general, to deal more effectively with the security of the Apartments / Unit / Project and maintenance of order therein, the entry be regulated. For this purpose, the Allottee(s) agrees that the Promoter/Resident's Welfare Association shall be free to restrict the entry of anyone into the Project whom it considers undesirable. In case of insistence, the security staff of the Project will be at liberty to call upon the Allottee(s)/ occupant to come to the gate to personally escort the persons from the gate to his/her Apartment and assume the responsibility of escorting them out as well. It is however, clarified that during day time, this restriction will be exercised only sparingly but beyond day time it will be exercised generally. The provision of security services will not cast any liability of any kind upon the Promoter/Resident's Welfare Association.

1.10 Subject to clause 7, the Promoter agrees and acknowledges that after registration of Conveyance Deed of the Unit, the Allottee(s) shall have the right to the Unit as mentioned below:

- i. The Allottee(s) shall have exclusive ownership of the Unit.
- ii. The Allottee(s) shall also have undivided proportionate ownership and share in the Common Areas and Facilities of the Project. Since the share/ interest of Allottee(s) in the Common Areas and Facilities of the Project is indivisible and cannot be divided or separated, the Allottee(s) shall use the Common Areas and Facilities of the Project along with other occupants and maintenance staff, etc., without causing any inconvenience or hindrance to them. It is clarified that the

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Promoter shall handover the Common Areas and Facilities of the Project to the Resident's Welfare Association after duly obtaining the completion certificate from the competent authority as provided in the Act.

- iii. That the computation of the price of the Unit includes recovery of price of Scheduled Land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, tiles, doors, windows, fire detection and fire fighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Project.
 - iv. The Allottee(s) has the right to visit the Said Project site to assess the extent of development of the Said Project and his Apartment with prior permission of the Promoter. However, the Allottee is aware that he/ she 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 mis-happening caused to/ with Allottee(s) while using the Site.
- 1.11 Irrespective of the stage of construction of the Project **"Dream Homz"** and irrespective of the date of handing over the possession of the unit/Flat to the Allottee(s) by The Promoter, the Allottee(s) shall be liable to pay to Bank/Financial Institution regularly each month the EMI as laid down in their Loan Agreement to be signed by and between Bank/Financial Institution and the Allottee(s), subsequent to completion of the Liability Period. The Allottee(s) shall execute such other documents as may be required by Bank/Financial institution in it's favor. Further, It is clearly agreed and understood by the ALLOTTEE(S)/Bank/Financial Institution that it shall not be obligatory on the part of The Promoter to send demand notices/ reminders regarding the payments to be made by the ALLOTTEE(S)/Bank/Financial Institution as per Installment Plan.
- 1.12 The Allottee(s) hereby agrees and acknowledges that the Promoter shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.
- 1.13 The Promoter agrees to pay all outgoings/statutory dues before transferring the physical possession of the Unit to the Allottee(s) which they have collected from the Allottee(s), for the payment of outgoings dues. If the Promoter fail to pay all or any of the outgoings/ dues collected by it from the Allottee(s) before transferring the Unit to the Allottee(s), the Promoter agree to be liable, even after the transfer of the Unit, to pay such outgoings/

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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.

- 1.14 The Allottee has paid a some of Rs.----- (Rupees----- only) as booking amount being part payment towards the Total Price of the Apartment/ Plot at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/ Plot as prescribed in the payment plan at clause 1.4 above as may be demanded by the Promoter within the time and manner specified therein.

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

- 1.15 The Allottee(s) agrees and understands that except the Unit as described in hereinabove, the 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 Promoter, which it shall be free to deal with, in accordance with applicable laws. Convenient shops, shops, Dining hall, ATM space, kiosk etc. built in any part of the Project shall be the exclusive property of the Promoter and he shall be free to deal with it.

- 1.16 That in case the Allottee(s) wants to avail of a loan facility from any financial institution/ Bank to facilitate the purchase of the Unit applied for, and can also avail subsidy under CLSS (Credit Liked Subsidy Scheme) of Pradhan Mantri Awas Yojana -PMAY as mentioned in the booking/ registration form subject to eligibility/ability, the Promoter shall facilitate the process subject to the following -

- a. The terms and conditions of financing agency shall exclusively be binding and applicable upon the Allottee(s) only.
- b. The responsibility of getting the loan sanctioned and disbursed, in accordance with the payment schedule shall rest exclusively on the Allottee(s). In the event of the loan not being sanctioned or the disbursement getting delayed, the payment to the Promoter, as per the payment schedule, shall be ensured by the Allottee(s) (allottee), failing which, the delay payment clauses shall be applicable.

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For G.S. DREAM HOME LLP

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- c. The Allottee understands that interest subsidy or Home Loan under CLSS is a scheme presented in Pradhan Mantri Awas Yojana and allottees qualifies for interest subsidy on the merits of his/her income and other criteria decided by Govt. of India time to time. Allottees also understand that Promoters is not responsible for the interest subsidy of Allottees and allottees has to do his own process to get the Home Loan sanctioned and disbursed against his unit. Govt of India Shall hold promoter not responsible for any changes in policy. Allottee(s) is free to take home loan from any financial institution and his allotment of unit is abide with sanction of his Home Loan.

1.17 That the Project shall always be known as "**DREAM HOMZ**" and the name of the 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 through account payee cheque demand draft/banker's cheque or online payment (as applicable) in favor of **M/s G S DREAMHOME LLP ESCROW A/C** payable at Ajmer. 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 Promoter. However, the date of credit shall be deemed to be date of payment of installment, by the Allottee(s).

3. **COMPLIANCE OF LAWS RELATING TO REMITTANCES:**

3.1 The Allottee, if residence outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999 ('FEMA'), Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfil its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

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For G.S. DREAM HOME LLP

Allottee (s)

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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 regards. Whenever there is any change in the residential status of the Allottee subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTMENT APPROPRIATION OF PAYMENTS:

The Allottee(s) 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 Unit, 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.

It is irrevocably agreed by the Allottee that on all amounts received, the Promoter shall be entitled to first adjust/appropriate any amount paid firstly towards the taxes, charges, levies, etc due and payable on previous instalments. Thereafter, towards the interest levied on the previous pending instalment (if any) and, thereafter the pending instalment. The balance amounts shall be adjusted towards the taxes, charges, levies, etc. Due and payable on the current instalment due and then on the current instalment amount.

5. TIME IS ESSENCE:

The Promoter shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Unit to the Allottee(s) and the Common Areas of the Project to the Resident's Welfare Association or the competent authority as the case may be.

6. CONSTRUCTION/DEVELOPMENT OF THE PROJECT

The Allottee(s) has seen, understood and accepted the Approved Plans, Payment Plan, specifications, amenities and facilities of the Unit as annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the Project in accordance with the Approved Plans specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by the Approved Plans 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

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For G.S. DREAM HOME LLP

Allottee (s)

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option to make any variation/ alteration/ modification in the Approved Plans, other than in the manner provided under the Act and the procedure agreed under clause 1.7 hereinabove, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

7. CONVEYANCE AND POSSESSION OF SAID UNIT:

7.1 Schedule for possession of the Unit - The Promoter agrees and understands that timely delivery of possession of the Unit to the Allottee(s) and the Common Areas and Facilities of the Project to the Resident's Welfare Association, is the essence of the Agreement. the Promoter assures to handover possession of the Unit along with ready and Common Areas and Facilities of Project with all specifications, amenities and facilities of the Project in place on or before 31st May 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 Project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions. then the Allottee(s) agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit" 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 the allotment shall stand terminated and the promoter shall refund to the Allottee the entire amount within 45 days from the date . after refund of money paid by the Allottee, Allottee agrees that he/she shall have no rights claims etc. against the Promoter and that the promoter shall be released and discharged from all its obligation and liabilities under this agreement.

7.2 Procedure for execution of Conveyance Deed of the Unit and taking possession- The Promoter, within 45 days of obtaining the occupancy certificate from the competent authority, shall vide offer letter ("Offer Letter") invite Allottee(s) (along-with details of outstanding dues and stamp duty, electric meter Charges, Documentation charges, registration charges and other incidental charges to be paid by the Allottee(s) to the Promoter as per this Agreement before hand) to execute and register Conveyance Deed of the Unit; and offer the possession of the Unit. The Promoters agrees and undertakes to indemnify the allottees in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the promoter. The Allottee agree(s) to the pay the maintenance charges as determined by the Promoter/association of Allottees, as the case may be. After the issuance of completion certificate for the project. The Promoter shall handover the occupancy/completion certificate of the flat, as the case may be, to the allottee at the time of conveyance deed.

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Allottee (s)

For G.S. DREAM HOME LLP

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Promoter

7.3 Failure of allottees to take possession of the units- Upon receiving a written intimation from the Promoter as per clause 7.2, the allottee shall take possession of the unit from the Promoter by executing necessary indemnities, undertaking and such other documents as prescribed in this agreement, and the promoter shall give possession of the units to the allottees. In case the allottee fails to take possession within the time provided in clause 7.2, such allottee shall continue to be liable to pay maintenance charges as applicable.

7.4 Handing Over of Common Areas and Documents; After obtaining the occupancy certificate/completion certificate of the project/tower it shall be the responsibility of the Promoter to handover the necessary documents and plan, including Common Areas and Facilities of the Project to the Resident's Welfare Association within thirty days after obtaining the occupancy certificate /completion certificate of the project .

7.5 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 in case the Allottee(s) cancels/withdraws from the Project without any fault/ default of the Promoter, the Promoter shall be entitled to forfeit the Booking Amount paid for the allotment. The balance amount money paid by the allottee shall be returned by the Promoter to the allottee (s) within 45 days of such cancellation.

7.6 Compensation: The Promoter shall compensate the Allottee(s) in case of any actual loss, caused to the Allottee(s) 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 under this Clause 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 unit (i) in accordance with the terms of this Agreement, duly completed within the stipulated tenure; or (ii) due to discontinuance of his business as a Promoter on account of suspension or revocation or expiry of the registration under provisions of the Act; or for any other reason;

The Promoter shall be liable, on demand to the Allottees, in case the allottees 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 unit, with interest the rate specified in the rule within 45 days including compensation in the manner as provided under the act.

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Allottee (s)

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Provided that where if the Allottee does not intend to withdraw from the project, the Promoter shall pay the allottees interest at the rate specified in the rules for every month of delay till the handing over the possession of the unit.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

- (i) The Promoter has absolute, clear and marketable title with respect to the Scheduled Land and the Promoter has the requisite rights to carry out development upon the Scheduled Land.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project.
- (iii) There are no encumbrances upon the Scheduled Land or the Project.
- (iv) There are no litigations pending before any Court of law with respect to the scheduled Land, Project or the Unit.
- (v) All approvals, licenses and permissions issued by the competent authorities with respect to the Project, Scheduled Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter have been and shall, at all times, remain in compliance with the Applicable Laws in relation to the Project, Unit and Common Areas and Facilities of the Project.
- (vi) The Promoter have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.
- (vii) The Promoter have 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 Project and the Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement.
- (viii) The Promoter confirms that the Promoter are not restricted in any manner whatsoever from selling the Unit to the Allottee(s) in the manner contemplated in this Agreement.
- (ix) At the time of execution of the Conveyance Deed of the Unit the Promoter shall hand over lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the Common Areas and Facilities of the Project shall be handed over to the Resident's Welfare Association.
- (x) The Scheduled Land is not the subject matter 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.
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or

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

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penalties and other outgoings, whatsoever, payable with respect to the Project (except the taxes payable by the Allottee(s) after the issuance of offer letter as levied by authorities) to the competent authorities till Completion Certificate has been issued and possession of the Unit along with Common Area and Facilities of the Project (equipped with all specifications, amenities and facilities) has been offered to the Allottee(s) and Resident's Welfare Association, respectively.

- (xii) 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 Promoter by which rights of Allottee(s) in respect of the Scheduled Land and/ or the Project/Unit is being affected.
- (xiii) The 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 Unit, in any way and Promoter shall issue the payment receipts in favour of the Allottee(s) only and in case of cancellation by any 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:-

The Promoter fails to provide ready to move in possession of the Unit 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 fail to complete the Project within the stipulated time disclosed (as extended as per the Act) 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 Unit 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 or completion certificate, as the case may be, has been issued by the competent authority;

Discontinuance of the Promoter's business as a Promoter on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made there under.

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

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Allottee (s)

For G.S. DREAM HOME LLP

Auth. Signatory

Promoter

- i. Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction/ development milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
- ii. The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest calculated at Interest Rate within forty-five (45) 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 Unit, which shall be paid by the Promoter to the Allottee(s) within forty-five (45) days calculated from the date of possession.

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

- i. failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;
- ii. delay/default by Allottee(s) under Clause 9.3 (i) above continues for a period beyond 2 months 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(s) to deposit the stamp duty/ registration charges/ any other amounts due including interest, if applicable, under this Agreement within the period mentioned in the Offer Letter;
- iv. after the issuance of Offer Letter as per Clause 7.2 the delay/failure on the part of the Allottee(s), having paid all the amounts due to the Promoter under this Agreement, in execution and registration of Conveyance Deed of the Unit and/ or taking possession of Unit within the period mentioned in Offer Letter;
- v. breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- vi. violation of any of the Applicable Laws on the part of the Allottee(s).

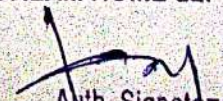
9.4 The Promoter's rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 9.3 above shall be as follows:

- i. Upon occurrence of event of default mentioned in Clause 9.3(i) the Allottee(s) shall be liable to pay interest on the overdue amounts computed at the Interest Rate for the period

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Allottee (s)

For G.S. DREAM HOME LLP


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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(s) 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) the Promoter shall have the option to terminate this Agreement as mentioned in Clause 9.4 (ii); Further in case of event of default under Clause 9.3(iii), till the time Promoter exercise the option to terminate this Agreement they shall be entitled to (a) recover interest as per Clause 9.4 (i) and (ii) recover maintenance charges along with applicable taxes, from the date of issuance of Offer Letter and (c) recover holding/safeguarding charges @ 10 per sq. feet per month on the Total Payable Amount of the Unit; and (d) taxes mentioned in this agreement (e) withhold registration of the Conveyance Deed of the Unit in favour of the Allottee(s) and to

Refuse possession of Unit to the Allottee(s) till payment of amounts 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 in addition to other rights and remedies available to the Promoter 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 Promoter of its right of charging such interest 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 Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit 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(s) without any interest after the sale of Unit to a new allottee/Allottee(s), from the amounts realised from such new allottee/ Allottee(s)::

- (i) The interest and charges paid/payable by the Allottee(s) to the Promoter as per Clause 9.4(i) and/ or 9.4 (iii), if applicable;
- (ii) all taxes, duties, cess, etc. deposited by the Promoter to the concerned department/authority in respect of the Unit;
- (iii) The Booking Amount;

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Promoter

- 9.6 Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate complaint/ 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.

10. CONVEYANCE OF THE SAID PLOT/UNIT

The Promoter shall subject to receipt of Total Payable Amount in respect of the Apartment as per Payment Plan, delay interest, if any, and such other charges as mentioned under the Agreement from the Allottee(s), shall execute and register a Conveyance Deed and convey the title of the Unit together with proportionate indivisible share in common areas of Project and also handover possession of the Unit within three (3) months from the date of issuance of the occupancy 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 which the Promoter is liable to comply/carry out as per the Applicable Laws provided such failure is not on account of reasons beyond the controls of Promoter and/or on account of any default/delay on the part of the Allottee(s). The Allottee(s), after taking possession (which shall be after the issuance of completion certificate for the Project) agree(s) to pay the maintenance charges along with applicable taxes as determined by the Promoter or Resident's Welfare Association, as the case may be. The Promoter shall hand over the occupancy certificate of the Apartment to the Allottee(s) at the time of conveyance of the same. The Allottee(s) shall be solely responsible and liable for compliance of the provisions of Indian Stamp Act, 1899, Rajasthan Stamp Act, 1998 and Registration Act, 1908 including any actions taken or deficiencies/penalties imposed by the competent authority. The Promoter shall not be responsible for any damage caused to the Unit on account of delay on the part of the Allottee(s) in taking over possession and in such event the Allottee(s) shall have to take possession of the same on "as is where is basis". The Promoter shall not be held responsible in any manner for any future mishaps like fire, earthquake, flood etc. OR any accident caused due to any of machineries installed like electrical equipment, and transformer, etc.

11. MAINTENANCE OF THE PROJECT:

- 11.1.1 The promoter shall maintain the project developed under the provisions of the Chief Minister's Jan Awas Yojana-2015 for a period of 1 year after the completion of the project. Thereafter it shall be transferred to "Residents Welfare Association" (RWA) which will maintain common services and regular up keep of the project and the promoter shall have no further obligation to provide maintenance services in the said project. The cost of such maintenance shall be charged from the allottee as per the details provided elsewhere in this agreement.

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- 11.1.2 The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the formation of RWA taking over of the maintenance of the Project by the Resident Welfare Association (RWA)/Maintenance Society. The cost of such maintenance shall be charged from the allottee as per the details provided elsewhere in this agreement.
- 11.1.3 That within a period of 3 months after the agreement to sale has been executed for majority of apartments or booking has been made for such number of apartments then the promoter shall form a society (either under societies registration act, or cooperative society act) or any association of the residents or any other body corporate for the responsibilities of maintenance of common amenities and common services described in and/or with such other object or purpose or in such manner and to such extent as the promoter or their nominees may decide from time to time. The allottee agrees and undertakes that in the event of decision of the promoter to form any such society or association or body corporate, he shall be bound to join, subscribe and become a member of the society or association or body corporate and to abide by and comply with the bye-laws and rules and regulations of such society or association or body corporate. The allottee has undertaken that he/she shall at all times sign and execute the application for registration and all other documents necessary for the formation and registration of the society or association or body corporate including its bye-laws and shall duly fill in, sign and return to the promoter within 10 (Ten) days of the same being forwarded by the promoter to the Allottee. The Allottee 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 allottee hands over the management / maintenance of the common amenities and common services to the society or association or body corporate, it shall be the sole responsibility of the society or association or the body corporate, as the case may be, to run and maintain the common amenities and all common services and to determine from time to time the rate and amount of combined expenses and outgoings for the 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 outgoing for common amenities and services and other dues to the society or association or the body corporate as the case may be from time to time & regularly. In the event of the society or the body corporate being formed and registered, the society or association or body corporate so formed shall be solely responsible for the administration of the affairs in relation to the apartments/multistoried residential scheme and the property appertaining thereto and for the management of common areas & facilities. The society may look after the said affairs of residential scheme on its own or appoint a professional agency for the said purpose.
- 11.1.4 The "Allottee/s" hereby agrees to pay to the promoter/society/body corporate as the case may be, a non-refundable interest free sum of
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Rs. 50/- (Rupees Fifty Only) per Sq. Ft. Or the amount of One Time Corpus as may be determined by the appropriate authority of the Government in terms of the provision of Chief Minister Jan Awas Yojana-2015, whichever is higher, as payment towards '**Maintenance Corpus**' of the Society or the body corporate as the case may be [hereinafter known as "Said Corpus"] at the time of offer of possession. Upon formation of the Society, the promoter shall be bound to deposit this sum in a separate bank account of the Society. All principle and interest monies in the said account shall exclusively be used for maintenance, upkeep and repairs of the said building. The said maintenance corpus shall not be utilized for any purpose other than specifically approved by the Society under its bye laws. It is agreed that the monies to the credit of said corpus fund may be invested in fixed deposits/Government Securities and / or debt mutual funds or in any other manner as may be approved by the promoter/Society/body corporate.

- 11.1.5 The "Allottee/s" hereby agrees that in case shortfall occurs in maintenance funds being available from interest earned out of corpus funds then, in addition to the money paid towards the Said Corpus referred to above, he shall pay such proportionate maintenance cost based on proportionate built up area on a monthly basis as determined by the Society and/or the "Promoter". Such payment shall be made latest by the 10th of every month in advance. In case of default of payment of the aforesaid charges the promoter or its nominee shall be entitled to discontinue / disconnect the service of water and electricity etc. to the said flat as also shall have right to remove common benefits, amenities, facilities and services etc. apart from the right to recover the charges with minimum interest @ 12 % p.a. from the allottee and/or from the occupier of the said flat.
- 11.1.6 That after handing over of possession of flat to the allottee and commons amenities to the society, it shall be the collective responsibility of all the allottees to maintain the common amenities and also to discharge their liability towards the recurring government taxes and levies viz lease money/ground rent, house tax (if any) and municipal taxes/local taxes etc., through their association of allottees/RWA/Maintenance society on pro rata basis failing which the association of allottees/RWA/Maintenance society as the case may be shall be at liberty to take action against such defaulting allottee as per its rules and regulations. It is also made clear that any such penalty imposed by association of allottees/RWA/Maintenance society shall be separate from the penal action taken by the concerned government authority under the relevant law.
- 11.1.7 The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Facilities of the Project shall be subject to timely payment of total maintenance charges along with applicable taxes if any, as determined and thereafter billed by the Resident's Welfare Association and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Resident's welfare Association from time to time.

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Allottee (s)

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Promoter

12. AMENITIES:

12.1 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 Unit. 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 units recorded in meter of the Promoter and aggregate /cumulative /total billing units 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.


13. DEFECT LIABILITY:

It is agreed that in case any structural defect or any other defect in workmanship, quality or provision of services or any other obligations of the Promoter as per this Agreement

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Allottee (s)

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relating to such development is brought to the notice of the Promoter 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 Promoter to rectify such defects without further charge, within thirty (30) days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act.

In this case it is important to note that there can be slight hairline cracks, due to temperature variations and heterogeneous nature of construction for which the promoter shall not be liable as stated above in case of any defect pointed by the allottee, the same shall be referred to a registered architect or engineer it shall be concluded whether the defect stated by allottees false under the provision of the act.

However, in case any damage to the Unit 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. The time limit of removal of defects will be extended accordingly.

14. INDEMNIFICATION

14.1 The Allottee(s) shall, without prejudice to any other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the Promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, damages, costs, losses and expenses of any nature whatsoever brought against the Promoter or which the Promoter may suffer or incur due to or by reason of the Allottee(s) making, committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/ or (ii) any representation or warranties or covenants of the Allottee(s) being false or incorrect and/ or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee(s) under the Agreement Or due to failure/delay of the Allottee(s) to comply with its obligations under the applicable Central and/ or State and local laws and/ or of any of the provisions of this Agreement and/ or (iv) termination of this Agreement by the Allottee(s) without any default/delay on the part of the Promoter and/or (v) due to failure of the Allottee(s) to execute and deliver this Agreement to the Promoter within the time prescribed in Clause 24 and/ Or (vi) due to failure of the Allottee(s) to appear before the sub-registrar for registration of this Agreement as per Clause 24 and/ or (vii) termination of this Agreement by the Promoter due to any default/ delay on the part of the Allottee(s).

14.2 The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement

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- 14.3 The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the Promoter under Applicable Laws, equity and this Agreement.

15. SPECIFIC PERFORMANCE

The Parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that, without prejudice 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.

16. RIGHT TO ENTER THE UNIT FOR REPAIRS:

The Promoter/Resident's Welfare Association shall have right of unrestricted access of all Common Areas and Facilities of the Project for providing necessary maintenance services and the Allottee(s) agrees to permit the Promoter/Resident's Welfare Association to enter into the Unit 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.

In case non availability of allottee(s) or emergency, key officer's / (5) five members of the RWA or its nominees can enter into the locked flat by removing the lock and repair the defects. During the course of entry and repair of defect, due care will be taken by the officers, members or nominee.

17. DISCLOSURE :

That the Allottee has entered into this agreement with full knowledge, physical inspection and understanding of the nature of construction and the construction plan of the Promoter, title documents of the Promoter, sale deeds and arrangements, entered into by the Promoter with several other persons and subject to all present and future laws, rules, regulation, bye-laws applicable to this area, including terms and conditions of the undertaking given by the Promoter to concerned authorities, and/or the Government of Rajasthan in this regard and to such other regulations as the Promoter may from time to time promulgate and the Allottee has familiarized himself with all the aforesaid title documents, sale deeds, undertakings, conditions etc. Although he shall have the right to inspect the construction at

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For G.S. DREAM HOME LLP

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reasonable time but shall not be entitled to make any claims against the Promoter in respect of the construction work after taking the possession of the Apartment/ unit.

18. SIGNAGE :

The Promoter shall be entitled to display neon or other signboards, advertisements at the roof, on the exterior of the Building/ Complex, and common area and use such open, free space for brand promotion etc. The Allottee shall not be entitled to put its hording / signboard or permit other persons to put their hoardings within and/or outside the Building/ Complex.

19. USAGE:

Use of service areas: The service areas (Excluding service area of limited Common area) , if any, as located within the Project, shall be earmarked for purposes such as services including but not limited to electric substation, transformer, DG. Set space, underground water tanks, pump rooms, maintenance and service rooms, fire fighting pumps and equipment's etc. and other permitted uses as per Approved Plans. The Allottee(s) shall not be permitted to use the services areas in any manner whatsoever, such earmarked spaces shall be reserved for used by the Resident's Welfare Association for rendering maintenance services.

Roof of the building (except the area earmarked for Solar Panel being declare as common area) shall remain in the ownership on the Promoter, who shall be entitle to transfer/sale it to any person or use the same for any purpose including for the purpose of Generating electricity through additional solar panels and transfer it to the concern government/non government agency as per the prevailing policy in this regard.

20. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

- a) ASSIGNMENT : The Allottee(s) shall not be entitled to get the name of his/her nominee(s) substituted in his/her place without the prior approval of the Promoter, who may, in its sole discretion, permit the same on such terms as it may deem fit. The nominee(s) shall be bound by the terms and conditions of this Agreement. The ALLOTTEE(s) assures that the Promoter shall not be liable on any account, whatsoever, in respect of any transaction between the ALLOTTEE and his/ her nominee(s). It is distinctly understood by the ALLOTTEE that upon such transfer, the ALLOTTEE(s) shall no more be entitled to any privileges and facilities, if any, available in the said Flat arising from the allotment of the said Flat. The terms and conditions of this Agreement, shall be binding upon the nominee with full force and effect and he shall be liable to make all payments, as specified in the Agreement.

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For G.S. DREAM HOME LLP

Allottee (s)

Auth. Signature

Promoter

- b) That if the Allottee(s) wishes to assign the booking/ allotment in favour of another person, the transfer will be allowed only after payment of Rs. 50/- per sq. ft. as transfer fee plus applicable taxes. Such Transfer will be done only after receipt of 60% Basic Sale Consideration of Unit by Promoter. In case of such transfer, the Allottee(s) shall be solely responsible for all the cost and expenses, including, income tax, stamp duty and registration charges, etc. in respect of such transfer.
- c) The Allottee and the persons to whom the Flat is sold, transferred, assigned or given possession of shall from time to time, sign all applications, papers and documents and do all acts, deeds and things as the Promoter and/ or its nominee may ask it to do from time to time which are required under the Act. Such transfer shall be done only after receipt of No Objection Certificate from the Promoter/ Maintenance Society. In case any government taxes, cess, levy, duty is payable in such respect, the Allottee shall be solely liable to pay such government taxes, cess, levy, duty etc.
- d) The Allottee(s) shall be solely responsible for taking insurance of the Unit and the goods in the Unit at its own cost and expenses.
- e) RESIDENTIAL USE : The Allottee shall use the said Apartment only for the residential purpose. Since the captioned project is a Group housing project and the Allottee is well aware of this fact, The unauthorized change of use would not only ruin the image of the Building/ Apartment, but also would adversely prejudice the rights and interests of other Allottee(s) of the Building/ Apartment. The same would also seriously impair the cleanliness of the Building/ Apartment and would create hurdles in its maintenance. The Allottee(s) shall not use the flat for any type of commercial activities i.e office, go-down, shops, online marketing office, professional services office etc.
- f) Subject to clause 10 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, or the staircases, lifts, common passages, corridors, 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 Unit, and keep the Unit, 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.
- g) The Allottee(s) further undertakes. assures and grants that he/she would not put any sign-board/name-plate, neon light, The terms and conditions of this Agreement to Sell have been read and understood by me/us and I/we hereby accept the same.

For G.S. DREAM HOME LLP

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publicity material or advertisement material etc. on the facade of the building/Projector anywhere on the exterior of the Project, building therein Or common areas. The Allottee(s) shall also not change the colour scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design. Further the Allottee(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase, balcony of the building. The Allottee(s) shall also not remove any wall including the outer and load wall of the Unit. The Allottee shall be allowed to put up his name-plate at the space provided by the Promoter for this purpose

- h) That the said ownership rights in the said Flat have been agreed to sold to the Allottee only for the specified purpose of being used as Residential purpose which shall never be used for other purposes or for noisy ,offensive ,obnoxious ,immoral or for any illegal purposes. The Allottee has specifically agreed that he shall not himself use or permit any other person to use the said premises for the purpose other than that for which said property has been sold to him. In the case of violation of this condition the promoter shall be entitled to take steps to enforce the conditions laid down in this clause apart from the promoters right to claim damages from the Allottee and the right to take such other action or seek such other legal remedy as the promoter may decide for restraining the Allottee from making a use prohibited by this Agreement.
- i) That the Allottee shall have no right to put or fix any kind of thing, article or goods in the common area/common parts, streets , passages, pavements, open compound or any other common place or space owned by the Promoter/RWA and the Promoter/RWA shall be entitled to remove the same without giving any notice to the Allottee and to take them in custody at the cost, risk and responsibility of the Allottee. The Promoter shall have the authority to forfeit and/ or dispose of the same without any notice or accountability to Allottee and no claim of any sort whatsoever shall be made by the Allottee against the Promoter in respect of such goods/things.
- j) 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 promoter/ resident association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Resident's Welfare Association, as the case may be, to enter the Unit- if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).
- k) The Allottee(s) recognizes that the Unit is being serviced by the Resident's welfare Association and that any external agency would be detrimental to the interest of the Unit's/Project's maintenance and upkeep However, the Resident's Welfare

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Promoter

Association shall be entitled to appoint any maintenance agency/company for the maintenance of the Project.

- l) 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 Resident's Welfare Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Project.
- m) 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.
- n) It is in the interest of the Allottee(s), to help the Resident's Welfare Association in effectively keeping the Unit and/ or the Project secured in all ways, For the purpose of security, the Resident's Welfare Association would be free to restrict and regulate the entry of any visitor or visitors into the building/ Project.
- o) The Allottee(s) shall not use the Unit 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 or immoral purpose.
- p) Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the building in which the Unit is situated and shall dispose the waste by following the waste disposal mechanism of the project.
- q) Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the building/Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the said building/Project and/ or the Unit.
- r) Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. structure or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the unit.
- s) The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Resident's Welfare Association and/or maintenance agency appointed by the Resident's Welfare Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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)

For G.S. DREAM HOME LLP

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Promoter

- t) Interior Works in the Unit:- That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Unit he shall seek prior permission of the Promoter/Resident's Welfare Association and the Promoter/Resident's Welfare Association may permit the same subject to appropriate conditions. The allottee(s) has carry out the said work during morning 9 AM to evening 6PM without making nuisance to the neighbours and other association members and has to pay electric charge according to separate meter which will be installed by the Promoter/Resident's Welfare Association on the cost of Allottes(s).
- u) The Allottee(s) shall not be permitted to close/ cover the verandah or balconies or common passages or common corridors or staircase even if particular floor(s) are occupied by the same party. The Allottee(s) shall be allowed usage of only Bird Nets for covering balconies for which the make, size, pattern, style and brand for the Bird Nets shall be specified by the Maintenance Agency/Society/Promoter, so as to maintain uniformity. It should be installed in a manner that it does not affect neighbours and also does not hamper the aesthetics of the Project. The bird net supplier/agency will be shortlisted by the Promoter/Association. The Allottee(s) is bound to buy /fit the bird net only from the shortlisted suppliers/agency.
- v) The Allottee(s) agrees that he shall not hang from or attach to the beams or rafters which are heavy or can or are likely to affect, endanger or damage the construction of the Building/Complex.
- w) That the promoter will shortlist agency/supplier of various services such as DTH, telephone line, Broad band, internet services or any other service which may come later, the Allottee(s) agrees and acknowledge that he/she shall be hire/purchase/avail services and equipment from the shortlisted agencies/suppliers only after paying the requisite charges. The Allottee(s) shall not be allowed to hire/purchase/avail services and equipment from the any other shortlisted agencies/suppliers.
- x) That the Allottee(s) shall permit the Promoter/Resident's Welfare Association or its nominee and their surveyors and agents with or without workmen at all reasonable times to enter into the Unit to examine the state and conditions thereof and the Allottee(s) agrees to make good within one (1)month of dispatch of notice, all defects, delays and repairs pertaining to which such notice in writing has been given by the Promoter/Resident's Welfare Association to 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)

For G.S. DREAM HOME LLP

Auth. Signatory

Promoter

- y) The Allottee(s) shall be liable to pay proportionate common electric charges and water charges from the date of offer of possession in proportion to the area owned by them or occupied by them.

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

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

22. ADDITIONAL CONSTRUCTIONS:

- (i) The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.
- (ii) The Promoter shall have all the rights over the Terrace/roof of all the Towers in the said residential Project to installation and operation of antenna, satellite dishes, communication towers, other communication equipments or to use/ hire/ lease the same for advertisement purposes and the Allottee(s) shall not have a right to object or cause any hindrance to the same or make any claims on this account. The Promoter/RWA has exclusive right on the terrace of Mumty.
- (iii) That the Promoter shall continue to have as before, the right to make additions or put up additional structures or additional flats/ complex, as may be permitted by the competent authorities and such additional structures shall be the sole property of the Promoter which shall be entitled to disposed off in any way the Promoter chooses without any interference on the part of the ALLOTTEE(S) by himself or any third party rightfully claiming under trust for the ALLOTTEE(S). The Promoter, at its cost, shall be entitled to connect the electric, water, sanitary and drainage fittings on the additional structure with the existing electric, water, sanitary and drainage sources. The ALLOTTEE(S) hereby gives consent to the same and agrees that he shall not be entitled to raise any objection or claim any reduction in price of the said Flat agreed to be acquired by him / or to any compensation or damages on the ground of inconvenience or any other ground.

23. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE ON UNIT.

Without affecting the rights and interest of the Allottee(s) in respect of the Unit under this Agreement, in case 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)

For G.S. DREAM HOME LLP

Auth. Signatory

Promoter

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 Unit 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 Unit and the Unit shall be free from all encumbrances at the time of registration of Conveyance Deed of the Unit. For the purpose of the same, the Promoter shall provide NOCs, etc. as may be required by the allottees.

24. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the promoter does not create a binding obligation on the part of the promoter or the Allottee(s) until, firstly, the Allottee(S) signs and delivers this Agreement with all the Schedules along with the payment due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration, of the same before the concerned Sub- Registrar Ajmer as and when intimated by the promoter. If the Allottee(s) fails to execute and deliver to the promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee (s) and/or appear before the Sub Registrar for this registrations and rectifying the which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), applications of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith deducting the booking amount equivalent to 10% of Basic Sales Consideration or Booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

25. ENTIRE AGREEMENT:

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

26. RIGHT TO AMEND:

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

27. PROVISIONS OF THIS AGREEMENT APPLICABLE TO ALLOTTEE(S)/ SUBSEQUENT ALLOTTEE(S):

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 Unit and 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)

For G.S. DREAM HOME LLP

Auth. Signatory

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Promoter

Project shall equally be applicable to and enforceable against and all occupants, tenants, licenses and / or subsequent allottee(s)/ assignees / nominees / endorsers / family members of the Allottee(s) of the Unit in case of a transfer, as the said obligations go along with the Unit 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 Unit is permissive or hostile.

28. 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 Unit for the Allottee(s), the Promoter 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 Promoter for the Unit.

29. REFUND OF AMOUNTS PAID DURING DEVELOPMENT

The Promoter shall be solely entitled to refund of all amounts/ deposits paid by the Promoter to various authorities in respect of the Project.

30. WAIVER NOT A LIMITATION TO ENFORCE:-

- 30.1 The Promoter may, at their sole option and discretion, without prejudice to their rights as said out in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the Payment Plan 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 Promoter in the case of one Allottee shall not be construed to be a precedent and / or binding on the Promoter to exercise such discretion in the case of other Allottee(s).
- 30.2 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.

31. 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

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)

For G.S. DREAM HOME LLP

Auth. Signatory

Promoter

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.

32. **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 Built-up Area plus open terrace plus limited common area of the Unit bears to the total Built Up Area plus open terrace plus limited common area of all the Apartments in the Project, as the case may be.

33. **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.

34. **PLACE OF EXECUTION:**

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), after the Agreement is duly executed by the Allottee(s), Promoter or simultaneously with the execution, this Agreement shall be registered at the office of the Sub-Registrar at Ajmer District, if necessary, (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at Ajmer.

35. **INTERIOR ADAPTION:** That if the Allottee to carry out the interior adaptations and interior works in the Apartment/ unit and seeks permission thereof, the Promoter may permit the same subject to the following conditions.

- I. Further payments due under the Apartment towards security deposit, maintenance charges etc., are regularly and punctually paid and if any amount payable is in arrears and remains unpaid for a period of thirty (30) days or more after the same has been due or if the Allottee omits to perform and observe any covenant or condition to be performed and observed on the part of Allottee

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)

For G.S. DREAM HOME LLP

Auth. Signatory
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Promoter

and continues to do so far a period of thirty (30) days the Promoter shall have the right to cause the Allottee to specifically perform its obligations under this Agreement and/or to claim damages from the Allottee such rights of the Promoter shall be without produce for the other rights/ remedies available to the Promoter under the Agreement of under the applicable laws. The Promoter/ Service Company may discontinue any service/amenities to the Allottee(s) until such due payment with relevant rate of interest has been recovered from the Allottee(s). The discontinues of such amenities/ facilities shall also not discharge the Allottee(s) from these liabilities and same shall be recoverable from him.

- II. The Work of interior adaptation by the Allottee shall not obstruct or affect the interior work being done by any other Allottee(s) of the Project and/or the Building or cause any nuisance of any kind which may be objectionable to the Promoter or any other Allottee(s) of Flat(s) and area(s) in the in the Project and/ or Building. In case, the Allottee does not remove such nuisance or obstruction as aforesaid after notice by the Promoter/ Service Company, the Promoter/ Service Company shall have the right to cancel the permission forthwith.
- III. The Allottee shall ensure complete safety of material and the equipment kept in the Apartment/unit, to be used or useable in the interior works undertaken by the Allottee and the Promoter/ Service Company shall not be responsible or liable in case of theft pilferage or misplacement of such materials or equipment. Further the Promoter/ Service company shall not be liable for any accident or injury caused or occasioned to any employee or workman engaged by the Allottee for doing the interiors in the Apartment/ unit or any job of work relating thereto. Such liabilities or claims if any, shall be satisfied by the Allottee itself/ himself/ themselves. The Allottee shall indemnify and keep the Promoter/ Service Company harmless against all such claims or liabilities.
- IV. That Allottee shall be permitted to carry out at his/her own cost but without damaging the main structure of the Apartment/unit as well as false ceiling/ Sprinkler system/ smoke detectors, if any, provided inside the premises erection of internal partitions and other internal alternations and additions which are not visible from outside as may be necessary for the residence of the Allottee. Provided that if any such additions or alternations, require the prior approval or permission of any municipality or any other body or government authority, the Allottee shall not carry out

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)

For G.S. DREAM HOME LLP

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Promoter

such additions or alternations or erections except after obtaining the prior permission or complying with such rules and regulations of such Municipal or local body or Government Authority and getting such sanction/ permission on payment of fee, tax etc., would be the allotted responsibility of the Allottee.

- V. The Allottee shall comply with all directions/ requirements as stipulated by the Promoter/ Service Company or its authorized staff while carrying out the interiors in the Apartment/unit.
- VI. If the Allottee(s) request to change in wall, tiles, doors, door frames, sanitary fitting, flooring etc. He has to inform to Promoter well in advance in proper manner and has to pay the cost of changes, dismantling, supervision charges to the promoter as decided by the Promoter. In case The Allottee(s) withheld decision of changes or stop the work. Promoter has right to complete the work with own decision and the Allottee(s) will be liable to compensate the Promoter. The Promoter will not be liable for Defect Liability period on such changes. Further, the Allottee(s) seeks to change in specification such as change in tiles, sanitary fitting door etc, The promoter shall not be liable to reduce cost of the flat or refund amount towards the cost of said item and workmanship.
- VII. The Allottee shall not damage or cause any harm to the structures in the Apartment/ unit or any part thereof in the process of carrying out the interiors and in case of any such damage the Allottee shall be liable to compensative the Promoter/Service Company.

36. 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 as specified in **Schedule-C**.

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 Promoter or the Allottee(s), as the case may be.

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)

For G.S. DREAM HOME LLP

Auth. Signatory

Promoter

37. That in all the matters not hereby specifically provided, the decision of the Promoter shall be final. If there arises any dispute amongst various space /unit owners with respect to any matter relating to use of common amenities, services and facilities at the said Project and/or Building or generally in relation to matters of upkeep and maintenance of the Project and/ or Building, the decision of Promoter/ Association in that respect shall be final and binding on Allottee(s).

38. JOINT ALLOTTEE:

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

39. SAVINGS:

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

40. 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.

41. 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 including the interpretation and validity thereof and the respective rights and obligation 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.
- b) In case of non-compliance of any obligation cast upon the Promoter or the Allottee(s), as the case may be, under the Act or rules and regulations made there under or this Agreement, the aggrieved party may approach the Regulatory Authority for relief in the manner as provided under the Act.

42. VALUATION FOR STAMP DUTY : That this being an Agreement to sell without possession and total sale consideration as mentioned

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)

For G.S. DREAM HOME LLP


Auth. Signatory
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Promoter

hereinabove on which the stamp duty of Rs. is being paid vide
_____ dated _____.

43. That this agreement has being executed in duplicate. One copy has been retained by the promoter and other copy has been retained by the Allottee. Both copies shall be considered as original and shall constitute one and the same Agreement.
44. That all annexures and Schedules annexed with Agreement are integral part of this Agreement.
45. This agreement shall remain in force and shall not merge into any other agreement save and except the conveyance deed as stated herein below.

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

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

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

The terms and conditions of this Agreement to Sell have been read and understood by
me/us and I/we hereby accept the same. For **G.S. DREAM HOME LLP**

Allottee (s)

Auth. Signatory Promoter

Designation: _____

WITNESSES	
Signature	
1. Name	
Address	
Signature	
2. Name	
Address	

SCHEDULE-A

(Description of the Building)

Building/ tower/ block No. _____ in the Project comprising of Ground plus 4 floors, where the Allottee(s) has been allotted his Unit.

SCHEDULE-B

(Description of Scheduled Land of total project)

ALL that the project Land is situated at Khasara 1296 & 1306 Village Makadwali, Ajmer 305 004 admeasuring around 13577.98 square yards (11352.55 Square meters) and having following Dimensions:

On North	:	East West	:	311.77 Ft
On South	:	East West	:	308.85 Ft
On East	:	North South	:	32.11 Ft
On West	:	North South	:	34.36 Ft

The above Land is bounded as under:

In the	EAST	:	Others land Kh. No 1293
	WEST	:	Others land Kh. No 1309,
	SOUTH	:	Others land Kh. No 1308, 1295, 1294

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)

For G.S. DREAM HOME LLP

Auth. Signatory Promoter

NORTH : 20 Meter wide road

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

26° 32' 37.07" N

74° 39' 46.25" E

4. Other details of the location of the Project:

a. Near Janana Hospital, Ajmer

5. The location Map of the Project:

SCHEDULE-C

(Address where notice(s) is to be posted)

M/s G S Dreamhome LLP Registered Office "SaraI" Ist Floor, Jaipur Road, Ajmer 305001	Allottee(s)
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SCHEDULE-D

(Description of the Unit)

- (i) Apartment No. _____ ;
- (ii) Floor No _____ of the Building;
- (iii) Tower/Block _____
- (iv) Carpet Area _____ sq. ft. and exclusive balcony area, Limited
Common Area and Common Facilities, of _____
sq.ft ;
- (v) Built up Area _____ sq.ft.;
- (vi) Terrace area _____ Sq ft
- (vii) Super Built up Area _____ sq.ft.;

The above flat bearing no. _____ shall comprise of the following:

- i) The Super Built up Area disclosed is for comparison purpose only and has been arrived at after taking into account the proportionate Area comprised in Common Areas and common facilities in the Building and in the project and other relevant parameters and for residential consideration.

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)

For G.S. DREAM HOME LLP

Auth. Signatory
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Promoter

SCHEDULE-E

(Floor Plan of the apartment and Block/ Tower in the Project)

SCHEDULE-F

(Details of specification of Material used in construction)

Specification of Material	
Cement	PPC cement or similar
Steel	Fe 415 & Fe 500 or similar
CP Fitting	Standard Brand
Sanitary wares	Standard Brand
CPVC Pipes	Standard Brand
UPVC/SWR Pipes	Standard Brand
Tiles	Vitrified /ceramic/porcelain tiles
Paint	Standard Brand
Passenger Elevator	Machine room Less elevator,
Wires	Standard brand
Transformer	Copper bound Oil Immersed
Diesel Generator	Air Cooled
Fire Safety Equipment	Standard kit

SCHEDULE-G

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

1. Scheduled Land excluding surface parking area.
2. Staircase, Corridors and landings on all the floors.
3. Drive-way, Common passage on the Ground.
4. Water pipes and other plumbing installation from/for the Overhead/ Underground Tank.
5. Water tanks for storage and supply of the water.
6. Electric wiring, meters and fittings, electric panel (including those as are installed for any particular Flat), Transformer etc
7. Light and electrical fittings in the aforesaid common parts.
8. Boundary wall.
9. All Gate(s) for Entry and Exit in the scheduled land
10. Bore-well and pump.
11. Lift well, Lift room, Lift and its machineries.
12. Generator etc.

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

For G.S. DREAM HOME LLP

Allottee (s)

Auth. Signatory Promoter

13. Provision for Telephone lines and cable TV wires.
14. Drainage and sewerage.
15. Landscape Gardens.

SCHEDULE-H

(Detailed Plan of Development Works to be Undertaken)

The Promoter has conceived a detail plan of following development works to be developed in the whole Project including the said Project:

- i) Fire Fighting facilities- Fire-Fighting equipment/facilities will be Provided in the whole project are as per NBC guidelines/Local Fire Authority
- ii) Water Supply- The provision for water supply is being done as per the prevailing norms.
- iii) Emergency Evacuation Services- It has been proposed to provide staircase.
- iv) Rain Water Harvesting-Water from all open areas including terrace shall be collected through designed storm water system, which shall recharge the ground water as per norms.

SCHEDULE-I

(Details of Advance Payment)

The Allottee(s) has paid Rs. _____/- (Rupees _____ only) to the Promoter as advance at the time of booking vide application/booking form no. _____ dated _____.

SCHEDULE-J

(Payment Details)

Details of Basic Sale Consideration and Additional Payments:-

The basic sale consideration of the Unit is Rs. _____ /- (Rupees _____ only), including consideration for exclusive balcony, terrace, common area ("Basic Sale Consideration").

Interest Free Maintenance Security Deposit "**Maintenance Corpus**" (IFMSD) @ Rs. _____ /- (Rupees _____ only),

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

For G.S. DREAM HOME LLP

Allottee (s)

Auth. Signatory Promoter

And GST of Rs. _____/- (Rupees _____ only); as applicable

Balance Consideration:-

The Allottee(s) hereby agrees to pay balance amount of Rs. _____/- (Rupees _____ only) of the Total Payable Amount.

Payment Schedule:-

S. No.	Time of Payment	% of Basic sales Consideration	Amount (Rs.)	Period within which the Instalment is to be paid by the Allottee(s)
1	On Booking	5%	-	
2	On allotment	5%	-	
3	On foundation	15%	-	
4	On start of Ground Floor slab	15%	-	
5	On start of Ist Floor slab	15%		
6	On start of 2 nd Floor slab	15%		
7	On start of 3 rd Floor slab	15%		
8	On start of 4 th Floor slab	10 %		
9	On Possession	5% Plus Maintenance Corpus		
	TOTAL			

Note -

- (i) All levy/ charges /fees imposed by PHED, prevailing rate is Rs. 42 per SFT vide Circular No. F.1 (33) /PHED/ ACE(U)/WSS/Jagatpura/39018-037 dated 30.11.16, for

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)

For G.S. DREAM HOME LLP

Auth. Signatory Promoter

supply of water from Bisalpur or any other place, The Promoter /RWA is entitled to recover from the Allottee(s) in their respective ratio of built up area in proportionate with the total area of the Project.

- (ii) For electric supply, prepaid meter will be install in each unit and the Promoter/RWA will charge the cost of the meters from the Allottee(s)
- (iii) The Promoter is entitled to recover upto 0.50% of the Total Sales consideration as Documentation Charges along-with GST, as applicable, on account of execution of Conveyance Deed.

SCHEDULE-K

(Specifications, facilities, amenities which are part of the Unit which shall be in conformity with the advertisement by the promoter at the time of booking of the Apartments in the Project)

List of various specification to be provided by the Promoter in the flat

Area	Wall	Floor	Door	Windows / Ventilators	Others	Electrical
Living/Dining	POP/Gypsum Finish smooth wall	Vitrified/ Porcelino tiles	Flush Door	Aluminium / MS Painted	-----	Concealed Copper Wiring, Switches & Sockets for AC
Drawing	POP/ Gypsum Finish smooth wall	Vitrified/ Porcelino tiles	Flush Door	Aluminium / MS Painted	-----	Concealed Copper Wiring, Switches & Sockets for AC
Bedroom	POP / Gypsum Finish smooth wall	Vitrified Tiles/ laminated Wooden Flooring	Flush Door	Aluminium / MS Painted	-----	Concealed Copper Wiring, Switches & Sockets for AC

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

For G.S. DREAM HOME LLP

Allottee (s)

Auth. Signatory Promoter

Kitchen	Tiles up to 2Ft above counter	Vitrified Tiles	—	Aluminium / MS Painted	Granite Counter Top with Sink	Concealed Copper Wiring, Switches
Toilet	Ceramic Tiles	Anti Skid ceramic Tiles	Flush Door	Aluminium / MS Painted	C.P & Sanitary Fittings	Concealed Copper Wiring, Modular Switches
Balconies	Weather proof paint	Anti Skid ceramic Tiles		-----	MS railing with Enamel paint	-----

Note- The promoter reserves the right to decide the options given hereinabove table to be used or installed in the flats.

SCHEDULE-L

(Specifications, Salient Features, 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 promoter at the time of booking of the Apartment in the Project)

COMMON LOBBY	
Flooring	Kota Stone or similar/Vitrified tiles Flooring/Granite
Walls Finishes	Plaster with paint.
Ceiling	Plaster with paint.
STAIRCASE	
Riser and Tread	Natural Stone /tiles
Hand Rail	M.S. Railing with enamel Paint
COMMON FACILITIES	
Building & Services	
1.	Power Back Up for common services
2.	Garbage collection point
3.	Provision Landline/ Intercom Facility
4.	Provision for DTH
5.	CCTV surveillance
6.	Lifts
7.	Rain Water Harvesting System
8.	Sewerage Treatment Plant

STUCTURE AND SERVICES
Earth quake resistant structure

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

Allottee (s)

Auth. Signatory Promoter

OH water Tank for potable water & separate pipe line for domestic water and flushing water supply
Energy efficient, green eco friendly normal design, centralized grouped location of services installation to ensure easy maintenance, fast track installation and compliance to all statutory regulations.

ELECTRICALS
HIGH SIDE ELECTRICAL EQUIPMENT- Transformer, Panels etc of requisite designed capacity
Electrical Fitting & Concealed Copper Wiring in PVC Conduit
Adequate Nos. of 6 Amps Plug Sockets & 16 Amps Sockets in units

SCHEDULE-M

(Stage wise Time Schedule of Completion of Project)

S. No.	Stages of development works and completion of units	% of completion of work	Date by which the works are to be completed
1	Booking	5%	
2	Allotment	5%	
3	Foundation	15%	
4	Start of Ground Floor Slab	15%	
5	Start of 1st Floor Slab	15%	
6	Start of 2 nd Floor Slab	15%	
7	Start of 3 rd Floor Slab	15%	
8	Start of 4 th Floor Slab	10 %	
9	Possession	5%	

However, the above time schedule is tentative in nature and may be done before/after the time schedule mentioned hereinabove. Allottee(s) has to pay his installment due on the completion of construction stage or the demand letter issued by the Promoter.

Annexure-I

(Approved layout plan 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. For G.S. DREAM HOME LLP

Allottee (s)

Auth. Signatory Promoter

Annexure-II

Layout Plan of Unit

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)

For G.S. DREAM HOME LLP

Auth. Signatory

Promoter