

राजस्थाने RAJASTHAN

A M SMARMA I Advecte

JAIPUH (Maj.)

ATTENHENIN

P 576908

Affidavit cum Declaration for Form G

I, Subhash Gupta Son of Sh. Swatantra Kumar Gupta aged 44 Years R/o 3-4, SMS Colony, Maharani Farm, Durgapura, Jaipur. promoter of the proposed project / duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state, in relation to Form G, that if any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made there under or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to the conform to the Act or the Rules and Regulations made there under or the applicable law, as the case may be, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

For Platinum Realmart LLP

A T T E S T E D

Designated Partner

10 AUG 2017

### **ALLOTMENT LETTER**

Ref. No Date:
Mr
Subject:- Allotment of Flat No In "AMALTAS" Jaipur.
Dear Sir/Madam,
We refer to your application dated, for allotment of a residential Flat in "AMALTAS" in Jaipur.
It gives us immense pleasure to inform your that you have been allotted Flat No, and which has a built up areasq. ft. and super built-up area of
In pursuance of the terms and conditions as laid down in the application from the Total Price of the Flat is Rs/- (Rupees
You are requested to sign the Flat Buyers Agreement at the earliest.
We value our relationship and welcome you amongst our family.
Thanking you and assuring you the best of services at all times.
Yours faithfully,  For Platinum Realmart LLP  For Platinum Realmart LLP  For Platinum Realmart LLP
Authorized Signatory  Designated Partner  Designated Partner

### FORM G <u>AGREEMENTFOR SALE</u>

This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this .........

۲.	ray or Two monsaid and
	By and Between
	[if the promoter is a company/LLP]
	M/s. Platinum Realmart LLP (LLP Identification No. AAA-9128), a firm registered under the provisions of the Limited Liability Partnership Act, 2008 having it's registered office a Rosewood Apartment. Sirsi Road, Jaipur and its PAN is AADFU2915M represented by it

through Designated Partner Mr. Subhash Gupta Adhai No. 377926780132 S/o Mr. Swatantra Kumar Gupta R/o Plot No. 3, S.M.S. Colony, Maharani Farm, Durgapura, Jaipur. and Mr. Rishi Mehra Adhar No. 219789543631 S/o Sh. Vijay Mehta R/o C-15, Jamuna Nagar, Sodala, Jaipur, hereinafter referred to as the "Promoter" (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and For Platinum Realmart LLPFor Platinum Realmart LLP

Signature of Designated Partner

Designated Partner

#### AND

[if the allottee is an individual]

Mr./Mrs./Ms	son/daughter/wife of Mr a	iged
about years, R/o	(Aadhar No	)
(PAN) (heremafter	singly/ jointly, as the case may be, referred to as	the
"Allottee(s)", which expression	ion shall, unless repugnant to the context or mear	ուսե
thereof be deemed to me	ean and include their legal successor(s), administrat	tors.
executors successors & permitte	ed assignees) of the OTHER PART.	

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

#### INTERPRETATIONS/ DEFINITIONS:

- (1) In this Agreement, the following expressions unless repugnant to the context shall have the meaning assigned thereto—
  - (a) "Act" means the Real Estate (Regulation and Development) Act, 2016;
  - (b) "Built-up area" means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and 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:
  - (c) "Interest" means the interest payable at the rate specified in rule 17 of the rules: (d) "Para" means a Para of this Agreement:
  - (e) "Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
  - (f) "Regulation" means the Regulation made under the Act;
  - (g) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
  - (h) "Schedule" means the Schedule attached to this Agreement: and (i) "Section" means the section of the Act.
- (2) The words and expressions used herein but not defined in this Agreement and defined in the Act or in the Rajasthan Urban Improvement Act, 1959 (Act No. 35 of 1959) or in the Rajasthan Municipalities Act. 2009 (Act No 18 of 2009) or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

#### WHEREAS THE PROMOTER DECLARES THAT-

- A. The Promoter is in lawful possession of Khasra No. 799, 800 & 801/1, admeasuring 15048.35 Square Yords and situated at Village Sirsi, Tehsil & District Jaipur (hereinafter referred to as 'Land' and more fully described in the Schedule-1)
- B. That the land was owned by M/s. Radha Govind Builders, a partnership firm duly incorporated under the provisions of the Indian Partnership Act, 1932 and having it's registered office at 298, Opp. Hathroi School, Ajmer Road, Jaipur had purchased agriculture land bearing Khasara Nos. 799, 800 & 801/1 vide a registered sale deed and got the relevant revenue records mutated in its name. Thereafter M/s Radha Govind Builders paid entire conversion charges and one time lease money to the Jaipur Development Authority, Jaipur ("JDA") and the JDA executed a single lease deed No. D-774 dated 27/07/2011 in favour of M/s Radha Govind Builders for group housing purpose/residential purpose of the Project Land. The said lease deed was registered by the Sub-Registrar, Jaipur (V) at Book No. 1, Volume No. 515, Page No. 138, Sr. No. 2012397004743 and copy of which is filled in additional Book No. 1, Volume No. 2059, Page No. 500 to 507 on 17/03/2012.

For Platinum Realmart LLP | M/s. Radha Govind Builders executed a sale deed in favour of the Promoter firm (formerly known as Mor Platinum Realmart LLP) vide sale deed dated 17th May, 2012.

Designated Partne

Signature of Promoter

Designated Partner

The said sale deed is registered in the office of the Sub-Registrar, Jaipur (I) at Book 1, Volume no. 672, Page 94, Registration No. 2012051005365 and copy of which is filled in additional Book 1, Volume no. 2683, Page 515 to 527 on 18/05/2012. Thereafter JDA transferred the Project Land in the name of M/s Platinum Realmart L.L.P. vide its letter no. JDA/SUB.7/2012/D-5530 dated 12/09/2012 and the Building Plan Committee (BPC) of JDA approved the Building Plans of the Project Land initially vide its letter No. JDA/ACTP/BPC/2012/D-60 dated 9/1/2013, subsequently JDA approved the revised plans vide its letter no. JDA/S.S./BPC(B.P.)/2015/D-1595 dated 14/07/2015 for basement for parking, stilt-cum-ground floor for parking and first floor to 14th floor and mumty/terrace floor. Thereafter the Seller in accordance with the approved Building Plans is constructing, a Building over the said Project Land, which has been named as AMALTAS.

- C. The said land is carmarked for the purpose of residential project comprising 5 multistoried building and the said project shall be known as AMALTAS ("Project")
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- E. The Rajasthan State Pollution Control Board, Jaipur has granted the certificate to develop the Project vide its approval number .F(MUID)/Jaipur(Jaipur)/678(1)/2013-2014/2730-2732 dated 09/07/2013
- F. The details of the encumbrances on the Land including any rights, title, interest or name of any party in or over the Land along with details are as under:-

S.No	Financial Institution	Amount
1		Rs. 20,00,00,000/- (Amount availed as on 12.07.2017 is Rs. 11.00 Cr.

G. The Promoter has conceived, planned and is in the process of constructing and project known as **AMALTAS** developing a real estate the 'Project') after getting necessary permissions/ ,(hereinafter referred asto concerned competent authorities and which approvals from the comprising of apartments/ plots/ buildings and includes the common areas, the thereon. improvements and structures works. all easements, rights and appurtenances belonging thereto, on a piece and parcel of Khasra No. 799, 800 & 801/1, admeasuring 15048.35 Square Yards and situated at Village Sirsi, Tehsil & District Jaipur and latitude & longitude of the end points of the Project

are  $N = 26^{\circ} 55^{\circ} 02.6/1 = 75^{\circ} 41^{\circ} 52.1$  respectively. The location details are fully described in the Schedule-I.

- I. The layout plan/ site plan of the Project has been sanctioned by JDA vide its letter No. JDA/ACTP/BPC/2012/D-60 dated 9/1/2013, subsequently JDA approved the revised plans vide its letter no. JDA/S.S./BPC(B.P.)/2015/D-1595 dated 14/07/2015, and copy of which is enclosed as Schedule-2.
- J. Approval of specifications of the Project and permission of building construction upto 45 meters height (14 floor) under the relevant legal provisions has been accorded by JDA vide its letter No. JDA/ACTP/BPC/2012/D-60 dated 9/1/2013, subsequently JDA approved the revised plans vide its letter no. JDA/S.S./BPC(B.P.)/2015/D-1595 dated 14/07/2015. The specifications of the project are under

Earthquake Resistant Structure. Power Backup in common area and lifts, Gas Bank. 24 hrs Security, Impressive Entrance Lobby, Premium elevators, Water Supply. Sewerage Treatment, Fire Fighting arrangements as per norms. Ample space for parking, CCTV, EPABX facility with Intercom

The Promoter agrees and undertakes that it shall not make any changes to these approved plans except in strict compliance with section 14 of the Act and other laws as applicable:

- K. The details of Floor plan of the Apartment No....... and for tower/ block of the Project is given in Schedule-3.
- L. 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, are as under

Fire Fighting arrangements, Own Tubewells & water storage, Rain Water Harvesting system to recharge ground water

M. 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 storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project are as under:-

Entrance Lobby, Spacious well designed lift lobbies on all floors, Intercom system in complete building, CCTV at entrance, 24 hrs security, Concealed Plumbing in CPVCPPR, Own Tubewells & water storage, Power Backupin common area and lifts, Rain Water Harvesting system. Gas bank, Garbage Collection Point, Two Premium brand elevators in each block.

N, the details of other external development works to be taken for the Project are as under:-

Green Area, Kids Play Area, Party Lawn, Entry & Exit Ramps to basement

O. The details of specifications of material used in construction are as under:

RCC Frame Structure, First Class-A Brick Work, Cement Plaster, Vitrified Tiles, Emulsion Interior and Exterior Paint, M.S Railing, Plaster with POP, High side of the Population Realmant of Formation Realmant of Formation Realmant of Single Inverse Population R

Signatur**Bosignatod Partner** 

Mesignated Partner

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

S.No	Stage	Finish Date
1	Basement (Structure work)	September 2017
2	Super Structure	December 2017
3	Block Masonary	March 2018
4	Internal Plaster	June 2018
5	Outer Plaster	June 2018
6	Flooring	September 2018
7	Electric & Plumbing Work	November 2018
8	Fixing of Doors and windows	December 2018
()	Internal Paint	January 2019
10	External Paint	February 2019
11	Outer Development	March 2019

- Q, temporary fire NOC for the Project has been accorded by the Chief Fire Officer initially by vide letter no. F 9 ( ) AA, FA, / N.N.J. /12/3449 dt. 13.12.12 subsequently vide Letter No .f9 ( ) AA.FA./NNJ/16/1377 dt. 07.10.16 Applicable only in case such NOC is required under local law).
- R, the Airport Authority of India has also granted NOC for height clearance for the Project vide No AAI/NOC/2012/479/2815 dated 05.12.2012 (Applicable only in case such NOC is required under local law)
- S. Environmental Clearance from the department concerned has been obtained initially vide File /Letter No. FI(4) SEIAA/SEA-Raj/Sectt/Project/Cat8(a)B2(516)12-13 dated 12.09.2012 and subsequently vide File /Letter No. FI(4) SEIAA/SEA-Rai/Sectt/Project/Cat8(a)B2(857)14-15 dated 31.07.2014of the project

(Applicable only in case such clearance is required under local law)

- T. Public Health & Engineering Department has also given NOC for developing the (Applicable only in case such NOC is required under local law)
- in PNB. account Promoter opened separate Branch Vaishali Nagar, Jaipur A/e No: 4144002100014186 for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4.
- V.the Allottee(s), being aware of the Project and details given advertisements about the Project made by the Promoter and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase a Plot / Apartment/Building (hereinafter referred to as the 'Unit') in the Project vide sum of Rs..... (in words Rupees......) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of

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For Platinum Realmart LLP

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the apartment/plot as provided in sub-section (1) of section 13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.

W. the Alottee has applied for an apartment in the Project vide application no, .... dated ...... and has been allotted apartment no. .... having carpet area of ...... square feet type ...... on ... floor in [tower/block/building] no. ..... ("Building") along with garage/covered parking no. ..... admeasuring ..... square feet in the ...... [Please insert the location of the garage/covered parking], as permissible under the applicable law and of pro rata share in the common areas as defied under clause (n) of section 2 of the Act (hereinafter referred to as the "Apartment" more particularly described in Schedule-4 and the floor plan of the apartment is annexed hereto and marked as Schedule-3.

Note: Garage includes covered car parking/basement car parking/stilt car parking.

- X. 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.
- Y. 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:
- 7. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the [Apartment/Plot] and the garage/covered parking (if applicable) as specified in para V.

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

#### TERMS:

Subject to the terms & conditions as detailed in this Agreement, the Promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Apartment 'Plot as specified in para 'W'

Block/ Building/ Tower . Rate of Apartment per square feet\*

Type.......
Floor......

Total Price (in Rupecs)

\* Provide break-up of the amounts such as cost of apartment, proportionate cost of common areas, preferential location charges, cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, taxes, maintenance charges, as per Terms No. 11 etc., if as applicable.

For Platinum Realmart LLP

For Platinum Realmart LLP

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Signature of Promoter

Designated Partner

Garage: covered parking-1 Garage: covered parking-2	Price for 2(in Rs.)
Charages covered parking 2	
Total price (in Rupees)	
()	K
and (if/as applicable)	
Flat No	Rate of flat per square feet*
Туре	
Location	
Total price (in Rupces)	
areas taxes. maintenance charges as peand (iffas applicable)	th as cost of plot, proportionate cost or Terms No. 11 etc., if/ as applicable.  Price for 1 (in Rs.)
Garage/ covered parking-1	
Garage/ covered parking-2	Price for 2(in Rs.)
Total price (in Rupees)	
Additional Charges-	
HT line/Substation Charges	
Maintenance Security Deposit	
Gas Pipe Line Installation Charges	·
Explanation:	
ne Total Price above includes .upees) paid by the allotte entioned in Para 'W".	
of Promoter	m Realmart LLP
num Realmart LLP	Marili

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

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/reduced based on such change/ modification: Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective:
- The Total Price of Apartment/ Plot includes price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Terms No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project.
- 1.3 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increase on account of development charges payable to the competent authority and/or any other increase in charges which may be levied or imposed by the competent authority, from time to time. The Promoter undertakes and agrees that while raising a demand on the Allottee(s) for increase in development charges. cost/charges imposed by the competent authorities, the Promoter shall enclose the said notification' order rules' regulations to that effect along with the demand letter being issued to the Allottee(s), which shall only be applicable on subsequent payments:

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

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

For Platinum Realmart LLP For Platinum Realmart LLP

Designated Partner

Designated Partner

Stage of development works & completion of the Unit (with details of works)

Percentage of the Fotal Price as calculated under Term & Condition No. 1.2 Installment Amount in Rs.

Period within which the installment amount is to be paid by the Allottee

- It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule '5' and Schedule '6' (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ Plot without the previous written consent of the Allottee(s) as per the provisions of the Act:

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

- (Applicable in case of Apartment) The Promoter shall confirm the final carpet areas that has been allotted to the Allottee after construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any in the carpet area. The Total Price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area than the Promoter shall refund the excess money paid by Allottee within 45 days with interest from the date when such an excess amount was paid by the Allottee. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Promoter may demand that from the Allottee as per the next milestone of the Payment Plan as provided in this Agreement. All these monetary adjustments shall be made at the same rate per square feet as agreed in Term No.1.2 above.
- 1.8 Subject to Term No. 9.3 the Promoter agreed and acknowledges, the Allottee shall have the right to the Apartment/ Plot as mentioned below:
  - (i) The Allottee(s) shall have exclusive ownership of the Apartment;
  - (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas. Since the share/ interest of Allottee(s) in the common areas is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common areas to

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Designated Partner

Designated Partner

the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act:

- (iii) That the computation of the price of the Apartment/ Plot includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing. finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Term No.11 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project:
- The Allottee has the right to visit the Project site to assess the extent of (iv)development of the Project and his Apartment/ Plot.
- It is made clear by the Promoter and the Allottee agrees that the Apartment/ Plot along with -1.9 garage/ covered parking shall be treated as a single indivisible unit for all purposes. It is agreed that the Project is an independent, self-contained Project covering the said Land and is not a part of any other project or zone and shall not form a part of and/or linked/ combined with any other project in its vicinity or otherwise accept for the purpose of integration of infrastructure for the benefit of the Allottee. It is clarified that Project's facilities and amenities shall be available only for use and enjoyment of the Allottee(s) of the Project.
- The Promoter agrees to pay all outgoings/ dues before transferring the physical possession 1.10 of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoings/dues (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities. banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability. mortgage loan and interest thereon before transferring the Apartment to the Allottee(s).

Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The Allottee has paid a sum of Rs.----- (Rupees---- only) as booking amount 1.11 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 Term No.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).

MODE OF PAYMENT: 2.

Signature of Promoted mart LEPT Platinum Realmart LLP Jelli Designated Partner

Designated Partner

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Promoter, within the stipulated time as mentioned in the payment plan at Term No. 1.4 above through account payee cheques demand draft banker's cheque or online payment (as applicable) in favor of ---\_\_\_\_payable at -----.

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

- 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 3.1 ('FEMA'). Reserve Bank of India Act, 1934 ('RBI' Act) and the Rules and Regulation made thereunder or any statutory amendments or modifications made thereof and all others applicable laws including that of remittance of payment, acquisition/ sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund. transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part 2 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.
- The Promoter accepts no responsibility in regard to matters specified in Term 3.1 above. 3.2 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 Alfottee and such third party shall not have any right in the application/allotment of the said Apartment/ Plot apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only. However allottee shall be entitled to get the name of his/her/their/its assignee(s) substituted in his/her/their/its place with the prior approval of the promoter.

#### ADJUSTEMENT/APPROPRIATION OF PAYMENTS: 4.

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

### TIME IS ESSENCE:

5.

6.

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 Apartment/ Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be.

### CONSTRUCTION OF THE PROJECT:

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment Plot and accepted the floor plan, payment plan and the specification. amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the

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Designated Partner

For Platinum Realmart LLP

Designated Partner

Project in accordance with the said layout plans, floor plans, and specifications, amenities and facilities. Subject to the terms in this Agreement, the Promoter undertakes to strictly abide by such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

#### 7. POSSESSION OF THE APARTMENT / PLOT:

- Schedule for possession of the said Apartment The Promoter agrees and understands that 7.1 timely delivery of possession of the Apartment/ Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoter assures to handover possession of the Apartment: Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on ------, unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Apartment Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that het she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its
- Procedure for taking possession. The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Apartment/ Plot, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part—of—the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Apartment/ Plot, as the case may be, to the Allottee at the time of conveyance of the same.
- of Allottee to take possession of Apartment- Upon receiving a written 7.3 intimation from the Promoter as per Term No. 7.2 above, the Allottee(s) shall take necessary executing from the Promoter by Plot - Apartment/ possession of the prescribed ín this other as documentation indemnities, undertakings and such shall give possession of the Apartment to Agreement and the Promoter Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term

Signature of Promoter
Or Platinum Realmart LLP
For Platinum Healmart LLP
Designated Partner

obligations and liabilities under this Agreement.

No. 7.2 above, such Affottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above.

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

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

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

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoter, the Promoter herein is entitled to forfeit the booking amount paid for the allotment. The balance amount of money paid by the Allottee(s) shall be returned by the Promoter to the Allottee(s) within forty-five days of such cancellation.

Compensation - The Promoter shall compensate the Allottee in case of any loss, caused 7.6 to him due to defective title of the land, on which the Project is being developed or has been developed, in the manner as provided under the Act and the claim for the interest and compensation under this provision shall not be barred by limitation provided under any law for the time being in force.

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

Provided that where if the Allottee does not intent to withdraw from the Project the Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Apartment/ Plot, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due, provided the allottee has followed all the Terms and Conditions of this agreement

#### REPRESENTATIONS AND WARRANTHS OF THE PROMOTER: 8.

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

- (i) That the Promoter has absolute, clear and marketable title with respect to the said land and requisite rights to carry out development upon the said land and absolute, actual, physical and legal possession of the said land of the project.
- (ii) The Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project:

Designated Partner

- (iii) There are encumbrances upon the said Land or the Project as mentioned above;
- (iv) There are no litigations pending before any Court of law or Authority with respect to the said Land. Project or the Unit;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said Land and Unit are valid and subsisting and have been obtained by following due process of law. Further, the Promoter has been and shall, at all times,

remain to be in compliance with all applicable laws in relation to the Project, Unit and common areas:

- (vi) The Promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected:
- (vii) The Promoter has not entered into any agreement for sale and/or development agreement or any other agreement / arrangement with any person or party with respect to the said Land, including the Project and the said Unit which will, in any manner, affect the rights of Allottee(s) under this Agreement:
- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement:
- (ix) At the time of execution of the conveyance deed the Promoter shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society:
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and for no minor has any right, title and claim over the Schedule Property:
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment/ Plot along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be:
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.
- 9. EVENTS OF DEFAULTS AND CONSEQUENCES:
- 9.1 Subject to the Force Majeure clause, the Promoter shall be considered under a condition of default, in the following events, namely:
  - i) The Promoter fails to provide ready to move in possession of the Apartment /Flat to the Allottee(s) within the time period specified in Term No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment or Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications.

Signature of Promoter

For Platinum Realmart LLP

Designated Partner

Designated Partner

- amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority:
- (ii) Discontinuance of the Promoter's business as a developer on account of suspension or revocation or expiry of his registration under the provisions of the Act or the rules or regulations made thereunder.
- 9.2 In case of default by the Promoter under the conditions listed above, Allottee(s) is entitled to the following:-
  - (i) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments, the Promoter shall correct the situation by completing the construction development\_milestones and only thereafter the Allottee(s) be required to make the next payment without any interest; or
  - (ii) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Apartment, along with interest within forty-five days of receiving the termination notice:

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

- 9.3 The Allottee(s) shall be considered under a condition of default, on the occurrence of the following events:

Provided that the Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination.

- (iii) The Allottee(s) may obtaine finance from any financial institution bank or any other source but the allottees obligation to purchase the said apartment/unit and making of all payment pursuant to this agreement shall not be contingent on his/her/their/its ability or competency to obtain such financing, and the allottees will remain bound under this agreement whether or not the allottees has/have been able to obtain financing for the purchase of the said apartment/unit.
  - (iv) Failure, pursuant to a request by the promoters, to become a member of the association of allottees or to pay subscription charges etc. as may be required by the promoter or association of allottees as the case may be.
  - (v) Assignment of this agreement or any interest of the allottees in this agreement without prior written consent of the promoter or not executing documents as may be required under the law for such transfer

(vi) Dishonor/stoppage of payment by any cheque(s) including post dated cheques given by allottees for any reason whatsoever

For Platinum Realmart LLP

Residuated Partner

Designated Partner

(vii) Sale/transfer disposal of dealing with, in any manner, the reserved car parking space independent of the unit or selling of the additional allotted parking space to any third party other than occupant of the building and for of the project.

### 10. CONVEYANCE OF THE SAID APARTMENT:

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

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

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

# 11. ASSOCIATION OF OWNERS AND MAINTENANCE OF THE SAID BUILDING / APARTMENT $^\prime$ PROJECT:

- 11.1 The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Apartment/ Plot.
- 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 for 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 from 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 of 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 service 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 service and other dues to the society or associeation or the body corporate as the case may be from time to time and 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 management of common areas and facilities. The society may look after the said affairs of residential scheme on its own or appoint a professional agency for the Said purpose. Signature of Allottee

Signature of Promoter

For Platinum Realmart LLP

Designated Partner

Designated Partner

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- 11.3 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 Rs. -----only) 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 the principal 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 for debt mutual funds or in any other manner as may be approved by the promoter/society/body corporate.
- 11.4 The Allottee/s hereby agrees that in case shortfall occurs in maintenance fund 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 on a monthly basis as determined by the society and/or the promoter such payments 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 services of water and electricity etc. to the said flat as also shall have right to remove common benefits, amenities, facilities and service etc. apart from the right to recover the charges with minimum interest (a) 12% P.A. from the allottee and for from the occupier of the said flat.
- 11.5 Till the society is formed and the maintenance is handed over to it as stated above, the entire maintenance upkeep and preservation of the said building operation of the common service and management of common area therein shall be done by the promoter. The promoter shall maintain the building/project from the maintenance corpus and its earnings, but if any shortfall occurs in maintenance fund being available from interest earned out of corpus funds then, the flat owner/occupier shall pay such proportionate maintenance cost on a monthly basis as determined by the promoter on the terms and conditions mentioned herein unless agreed to separately. The buyer agrees to pay proportionate share of all expenses incurred by the promoter for maintenance of said building AMALTAS as and when demanded by the promoter.

#### 12. DEFECT LIABILITY:

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

### 13. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

#### **USAGE:** 1-1

located within the Project, shall be earmarked for purposes such as parking spaces and Signature of Promoter

Platinum Realmart LLP

Designated Partner

Designated Partner

Designated Partner 14.1 Use of Basement(s) and service areas:- The basement and service areas, if any, as

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

### 14.2 USE OF PARKING:-

- (a) The allottee(s) will not be allowed to cover the parking area in any manner or raise any wall or any type of barrier/rop/fastening around the said car parking area
- (b) The allottee(s) agrees and confirms that the reserved car parking allotted to him/her/their/it shall automatically be cancelled in the event of cancellation, termination, surrender, relinquishment, resumption etc. of the said unit under any of the provisions of this agreement of otherwise.
- © The allottee(s) undertakes to park his/her/their/its vehicle in the allotted car parking space and nowhere else in the building.

#### GENRAL COMPLIANCE WITH RESPECT TO THE APARTMENT/PLOT: 15.

- Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment/ Plot at his/her own cost, in good repair and 15.1 condition and shall not do or suffer to be done anything in or to the said building Apartment/ Plot, 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 said Apartment/ Plot. and keep the said Apartment/ Plot. its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.
- The Allottee further undertakes, assures and guarantees that he/ she would not put any signboard/ name-plate, neon light, publicity material or advertisement material etc. on the façade 15.2 of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also wont change the color 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 shall not store any hazardous or combustible goods in the Apartment/ Plot or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Apartment/
- The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency 15.3 appointed by the Maintenance Society. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- The allottee(s) shall not use the said apartment for any purpose other than residential 15.4
- the allottee(s) shall not do any act or thing which may render void or voidable any insurance of the said property and the building in which the said apartment is situated or any part thereof or 15.5 whereby any increase in premium shall become payment in respect of the said building and/or the said apartment.

Signature of Promoter Riatinum Realmark P For Platinum Realmart LLP

Signature of Allottee

Designated Partne

- 15.6 The Allottee(s) shall not demolish any structure of the unit or any portion of the same or cause to make any new construction in the unit without the prior approval and consent of the promoter and/or the local authority, if required. The Allottee(s) however undertakes that is shall not divide/subdivide the unit in any manner. The allotee(s) shall not change the color and structure of the external façade of the unit.
- 16. CLUB: Further, the ownership of the club shall vest in the promoter only. The promoter at its discretion shall be at liberty to make such additional members to the club who are not residents/ have not purchased flats/units in the society. The promoter in case wishes to expand the club facility or construct more facilities would be automatically allowed to do as long as he has FAR available from JDA norms to utilize. Furthermore, the promoter or its company/nominee as "Club Operating Agency" will manage the club and its maintenance. Such club operating entity will have the right to enforce guest fees time to time for the guests of the buyer or tenants living in the society.

In case the buyer sells/transfers his flat, the membership will be automatically transferred to the new However monthly of Rs. 11.000/~. owner, however at a nominal processing fee maintenance/usage operational charges for the club house to be paid separately by flat owners/tenants. In order to ensure dedicated focus on transparency in accounting and procedures, the total operation and maintenance charges as detailed in the Maintenance Agreement shall be paid monthly based on the charges determined by the maintenance agency on estimated basis and adjusted yearly at the end of the financial year based on the actual audited expenditure. However, till the maintenance activity stabilizes, (approx, one year) the charges will be on estimated basis only.

#### COMPLIANCE OF LAWS. NOTIFICATIONS ETC. BY PARTIES: 17.

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

#### ADDITIONAL CONSTRUCTIONS: 18.

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.

PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE: 19. After the Promoter executes this Agreement he shall not mortgage or create a charge on the said Apartment/ Plot/ Building and if any such mortgage or charge is made or created then notwithstanding anything contained in any other law for the time being in force, such

Signature of Promoter

or Platinum Realmart LLR

For Platinum Realmart LLP

Signature of Allottee

Designated Partner

mortgage for charge shall not affect the right and interest of the Allottee(s) who has taken or agreed to take such Apartment/ Plot/ Building.

#### 20. BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar (address of Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith including the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

#### ENTIRE AGREEMENT: 21.

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

RIGHT TO AMEND: 22.

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

ALLOTTEL: THIS - AGREEMENT APPLICABLE 23. **PROVISIONS** SUBSEQUENT ALLOTTEES:

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

#### WAIVER NOT A LIMITATION TO ENFORCE: 24.

- The Promoter may, at least solve option and discretion, without prejudice to its rights as 24.1 said out in this Agreement wave the breach by the Allottee in not making payments as per the payment plan mentioned this Agreement including waving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and for binding on the Promoter to exercise such discretion in the case of other allottees.
- Failure on part of the Parties to enforce at any time or for any period of time the 24.2 provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision. Signature of Allottee

Designated Partner

Designated Partner

Designated Partner

- 24.3 No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 24.4 The Buyer shall make timely payment of all amounts under this Agreement as per the schedule above and upon demand being raised by the Seller. If the due amount is delayed and not paid on time, the Seller shall be entitled to charge interest at the rate of ...................% per annum compounded every quarter on all the amounts which become due and payable by the Buyer to the Seller under the terms of this Agreement from the date of such amounts becoming due till their payment by the Buyer. It is specifically agreed that time for payment of the consideration amount by the Buyer to the Promoter shall form the essence of this Agreement.
  - 24.5. If the Buyer (i) is anable to make payments as per this Agreement within 30 days from the due date, or (ii) defaults twice in making payment on due date under this Agreement or (iii) commits a breach of any of the terms and conditions herein-contained, the Promoter shall be entitled to give a notice of 21 (Twenty One) days in writing to the Buyer to make all the outstanding payments to the Seller and/or to cure his defaults or remedy the breaches of this Agreement, failing which this Agreement shall stand terminated in which event all rights, title and interest of the Buyer over the Flat shall stand extinguished and the Buyer shall have no further right, title and interest over the Flat and the Promoter shall be entitled to transfer the Flat to any other person. The Promoter, shall be entitled to liquidated damages of 10% of the total cost of Flat from the Buyer on the date of such termination of this Agreement by the Seller. The Promoter after making such appropriation or adjustment of liquidated damages shall refund the balance amount to the Buyer within 90 (ninety) days from the date of such termination.
  - 24.6. However, if there is any defect in title of the Flat or of the Project Land due to which reason the Buyer chooses not to buy the Flat or is denied loan by any public sector bank, the Buyer shall be entitled to give a 21 days notice in writing to the Seller to remedy such defects in title, failing which this Agreement shall stand terminated. Upon such termination, the Seller shall refund the entire money paid to him by the Buyer till the date of such termination,

### 25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to the 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.

26. 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 allottees in the Project, the same shall be the proportion which the carpet area of the Apartment/ Plot bears to the total carpet area of all the Apartments/Plots in the Project.

Signature of Promoter

Designated Partner

Partner

Por Platinum Realmart LLP

Designated Partner

#### FURTHER ASSURANCES: 27.

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.

#### PLACE OF EXECUTION: 28.

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, in ------

after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at---- (specify the addres of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at -----

#### BROKERAGE 29.

In case the intending allottee has to pay any commission or brokerage to any person for services rendered by such person to the intending allottee whether in or outside india for acquiring the said premises for the intending allottee, the intending promoter shall in no way whatsoever be responsible or liable there for and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the intending promoter for the said premises. Further the intending allottee undertakes to indemnify and hold the intending Promoter free and harmless from and against any or all liabilities and expenses in this connection.

### 30. ADVERTISEMENT AND DISPLAY RIGHTS

That the builder will be free to display his name in whatsoever manner in the premises or on the mumpties/terraces etc. Any income arising out of the advertisements made in and outside the building will be on builders account.

Charges of Jaipur Nagar Nigam or JDA related to the above advertisements or display will be horne by builder.

### 31. COUNTERPARTS.

Two copies of this Agreement shall be executed in two originals and the Promoter shall retain the first and send the second executed copy to the allottees for his/her reference and record.

### 32. INTERPRETATION

- (a) Headings are inserted for convenience only and do not affect the interpretation of this agreement.
- (b) References including defined terms to the singular include the plural and vice versa and to a person includes body corporate and vice versa.

#### NOTICES: 33.

or Platinum Realmart LLP

For Platinum Realmart LLP

Designated Partner

Designated Partner

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

M/s Platinum Realmart LLP

Allottee(s) name

Address Showroom No. 2. Rosewood Apartment, Sirsi Road, Jaipur.

Address.....

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

### 34. 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).

#### 35. SAVINGS:

Any application, letter, allotment letter or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of the agreement for sale for such apartment.

plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee or the promoter under the agreement for sale, under the Act, the rules or the regulations made thereunder.

#### 36. GOVERNING LAW:

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

### 37. DISPUTE RESOLUTION:

Designated Partner

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

Signature of Promoter Promoter Platinum Realmart LLP Designated

photograph with	photograph wi	ze Passport size th photograph with he signature across the photograph (Third- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) + (Second-Allottee)	Signature (Name) (Third-Allottee)

Signed and delivered by the within named Promoter in the presence of witnesses at ...... do .....

**PROMOTER** 

For and on behalf of M s

Name

Signature

Designation

WITNESSES

1- Signature

Name

Address

2- Signature

Name

Address

### SCHEDULE-1

(Details of land holdings of the Promoter and location of the Project)

For Platinum Realmart LLP

Designated Partner

Name

Plot No.

Area (in meters)

Scheme/Colony and

City

AMALTAS, Sirsi Road, Khasra

No.12581.92

Jaipur

799,800/801:1

The piece and parcel of the plot of land in site is bounded on the :- In East

Agriculture Land

In West

Agriculture Land

In North

Agriculture Land

In South

100 ft. wide road

THE WAY CO.

Latitude/ Longitude of the end points of the Project

 $N = 26^{\circ} |55\rangle |02.6/E \cdot 75^{\circ} |41^{\circ} |52.1|$ 

Other details of the location of the Project

Location Map

Oesignated Partners Designated Partners

Signature of Promoter

### SCHEDULE-2

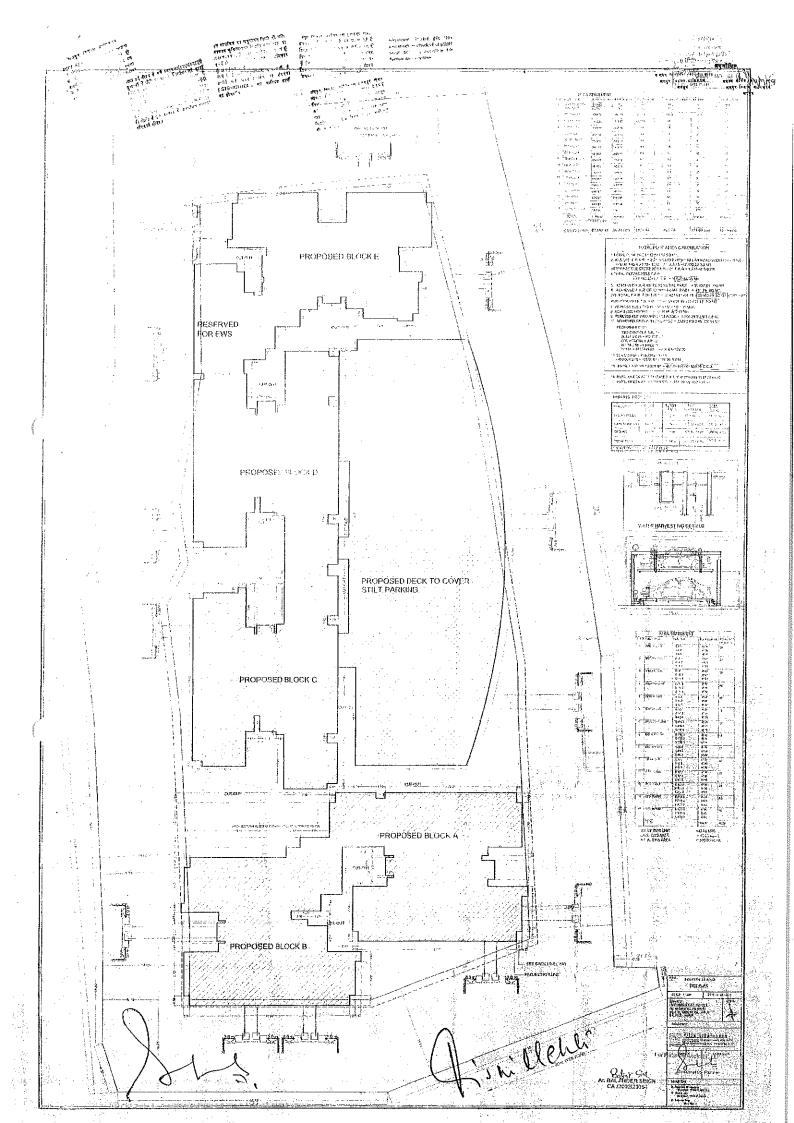
(Lay-out Plan of the Project)

- COPY ENCLOSED.

For Platinum Regiment LLF

nesignated Partner

Agnature of Pron Designated Partner



#### SCHEDULE-3

(Floor Plan of the Apartment and Block! Tower in the Project)

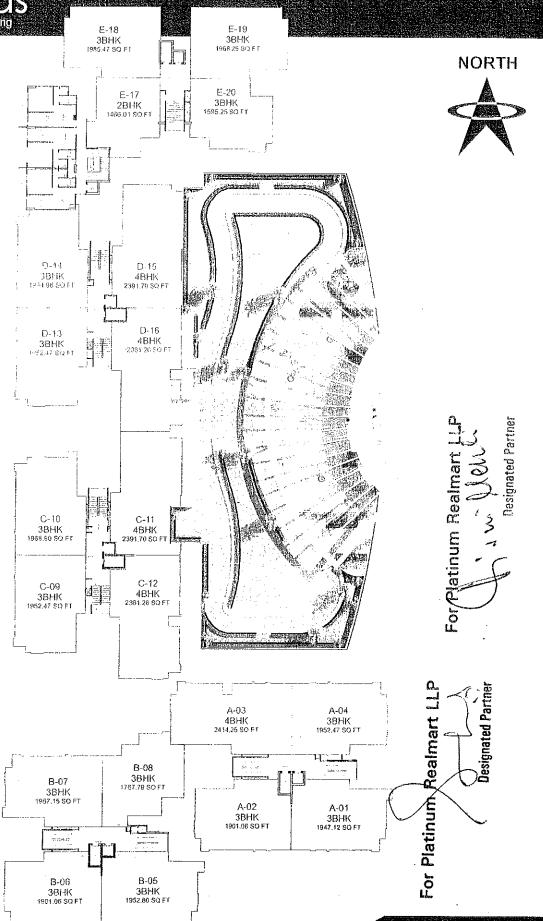
FLOOR PLAN COPY ENCLOSED.

For Platinum Realmart LLP

Besignated Partner

Signature of Promoter

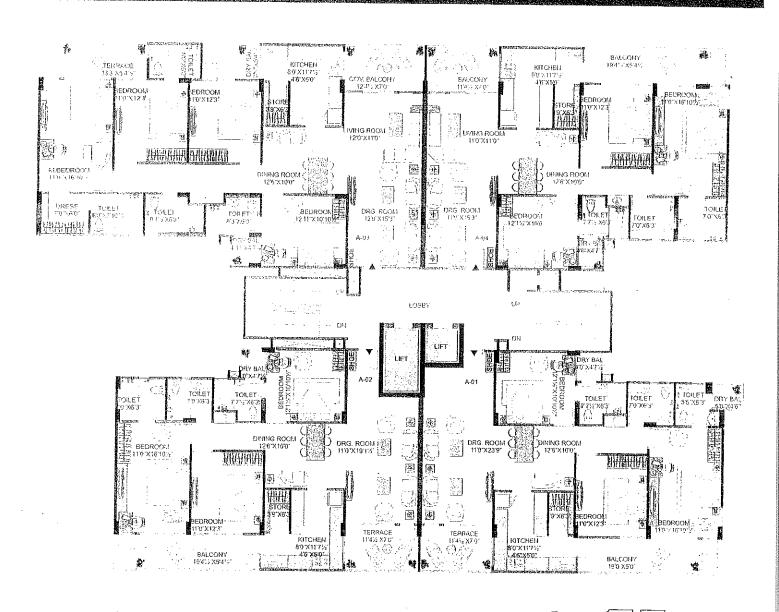




## TYPICAL FLOOR PLAN BLOCK+A (1ST614FIE)



Building Your Dream Home



### TYPICAL FLOOR PLAN BLOCK- A (1ST - 13TH)

FLAT A-01: SBUA =1947.12 SQ.FT

FLAT A-02: SBUA =1901.06 SQ.FT

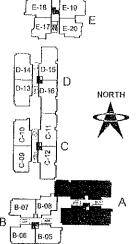
FLAT A-03: SBUA =2414.25 SQ.FT

FLAT A-04: SBUA =1952.47 SQ.FT

For Platinum Realmart LLP.

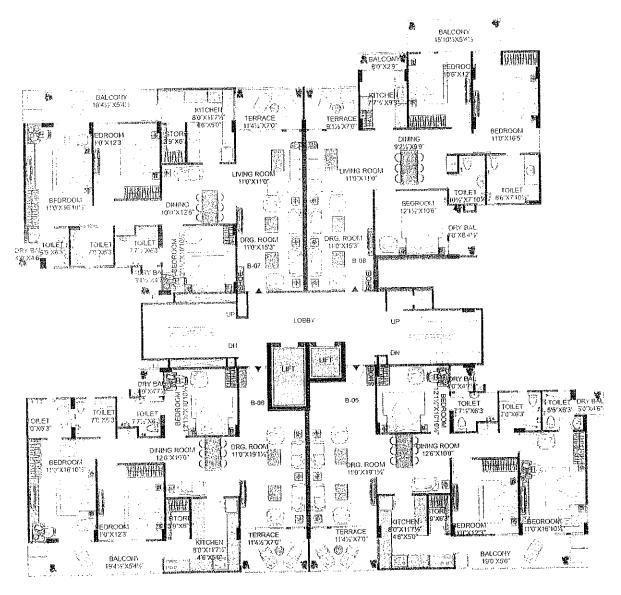
Designated Partner

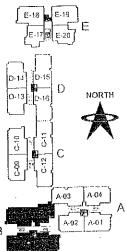




## TYPICAL FLOOR PLAN Blocker (181-14th)







For Platinum Realmart LLP

Designated Partner

For Platinum Realmart LLP

Designated Partner

### TYPICAL FLOOR PLAN BLOCK-B (1ST - 13TH)

FLAT B-05: SBUA =1952.80 SQ.FT

FLAT B-06: SBUA =1901.06 SQ.FT

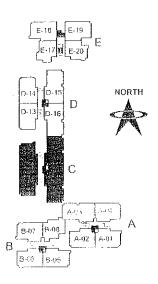
FLAT B-07: SBUA =1957.15 SQ.FT

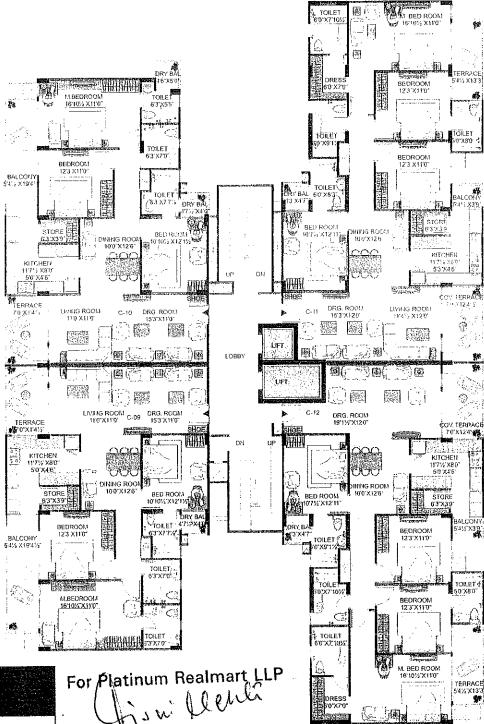
FLAT B-08: SBUA =1767.79 SQ.FT

## TYPICYAL BLOOR PLAN BLOCKEC (1ST-14TH)



**Building Your Dream Home** 





### TYPICAL FLOOR PLAN BLOCK-C (1ST - 13TH)

FLAT C-09: SBUA =1952.47 SQ.FT

FLAT C-10: SBUA =1968.90 SQ.FT

FLAT C-11: SBUA =2391.70 SQ.FT

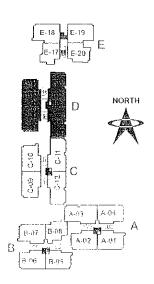
FLAT C-12: SBUA =2361.26 SQ.FT

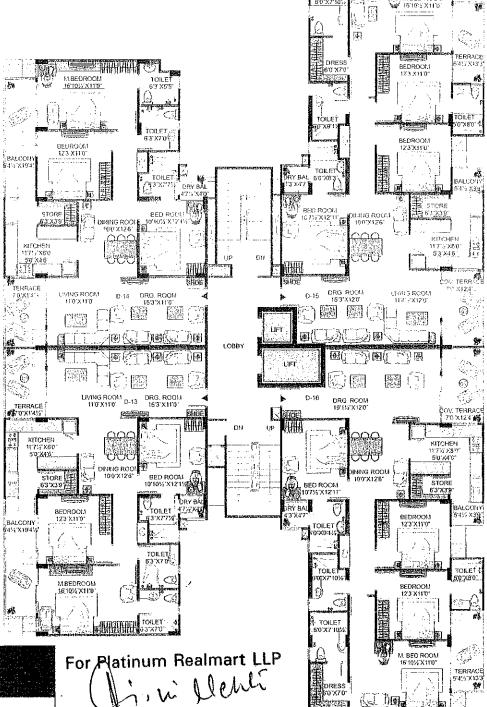
Designated Partner

For Platinum Realmart, LLP

## MASIGNE SECONSTRUM BLOCKED ((SIPATH)







### TYPICAL FLOOR PLAN BLOCK- D (1ST - 13TH)

FLAT D-13: SBUA =1952.47 SQ.FT

FLAT D-14: SBUA =1944.96 SQ.FT

FLAT D-15: SBUA =2391.70 SQ.FT

FLAT D-16: SBUA =2361.26 SQ.FT

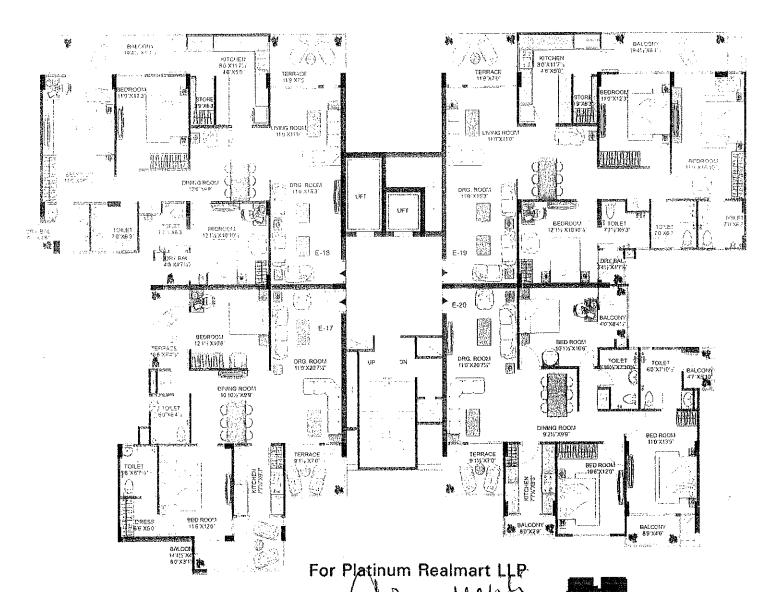
Nehli **Designated Partner** 

For Platinum Realmart LLP

## Typeal Floor Plan Blocket ((STE41H))



**Bullding Your Dream Home** 



### TYPICAL FLOOR PLAN BLOCK- E (1ST - 13TH)

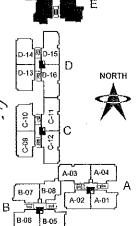
FLAT E-17: SBUA =1466.01 SQ.FT

FLAT E-18: SBUA =1985.47 SQ.FT

FLAT E-19: SBUA =1968.2578 SQ.FT

FLAT E-20: SBUA =1595.25 SQ.FT





### SCHEDULE-4

[Description of the Apartment Plot and Garage/Covered Parking (if applicable) alongwith boundaries in all four directions]

Description of apartment:-		
In East	:	
In West	;	
In North	;	
In South	:	••••••

or Platinum Realmart LUP Designated Partner

#### SCHEDULE-5

(Specifications, facilities, amenities, which are part of the Apartment/ Plot) which shall be in conformity with the Advertisements. Prospectus etc. circulated by the Promoter at time of booking of Units in the Project)

#### 1. SCHEDULE "E"

THE FLAT CONTAINS TENTATIVE SPECIFICATIONS ETC. AS UNDER :- ( CAN BE CHANGED AS PER DIRECTION OF ARCHITECT & OWNERS)

- Earthquake resistant RCC Structure.
- Vitrified tile flooring in the entire flat.
- 3. 2 feet height ceramic tiles (dodo) in kitchen.
- 4. Solid Brick masonry.
- Granite platform with stainless steel sink in Kitchen. 5.
- Marble/Granite flooring in Common Area i.e. entrance. 6.
- 7. Anti-skid tiles in bathrooms.
- Ceramic Glazed tiles up to 7 feet in toilets. 8.
- 9. Hot and Cold water mixtures in shower.
- 10. Laminated Flush Doors.
- Good quality paint on internal and external walls. 11.
- 12. Sanitary ware of national level brand.

For Platinum Realmart LLP

Designated Partner

Designated Partner

Designated Partner

ignature of Promoter

#### SCITEDULE-6

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

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

## Pro-rate along with all the Buyers of flat in the said property in limited common areas and facilities as follows:

- 2. Staircase and landings on all the floors including main entrance lobby.
- 3. Common passage on the Ground / Stilt Floor.
- Water pipes and other plumbing installation from the Overhead/Underground water tanks for the supply of the water.
- Electric wiring, meters and fittings, electric panel (including those as are installed for any particular Flat), transformer etc.
- o. Light and electrical fittings if any, in the aforesaid common parts.
- 7 Boundary wall & Parapet Wall.
- S Main Cate
- 9. Bore well and pump.
- 10. Common toilets, Lobbies, if any on the Stilt Floor.
- 11. Open set backs of the plot after leaving space for the reserved open car parking areas.
- 12. Lift and its machinery, Lift well, Generator etc. (if any).
- 13. Telephone lines and Cable TV Wires.
- I-L Common Gardens.
- 15. Gas Bank
- 16. Kids play area
- 17 Senior atizen area
- 18. Lea corner café
- 19. Visitors parking

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nesignated Partne

ionature of Promoter