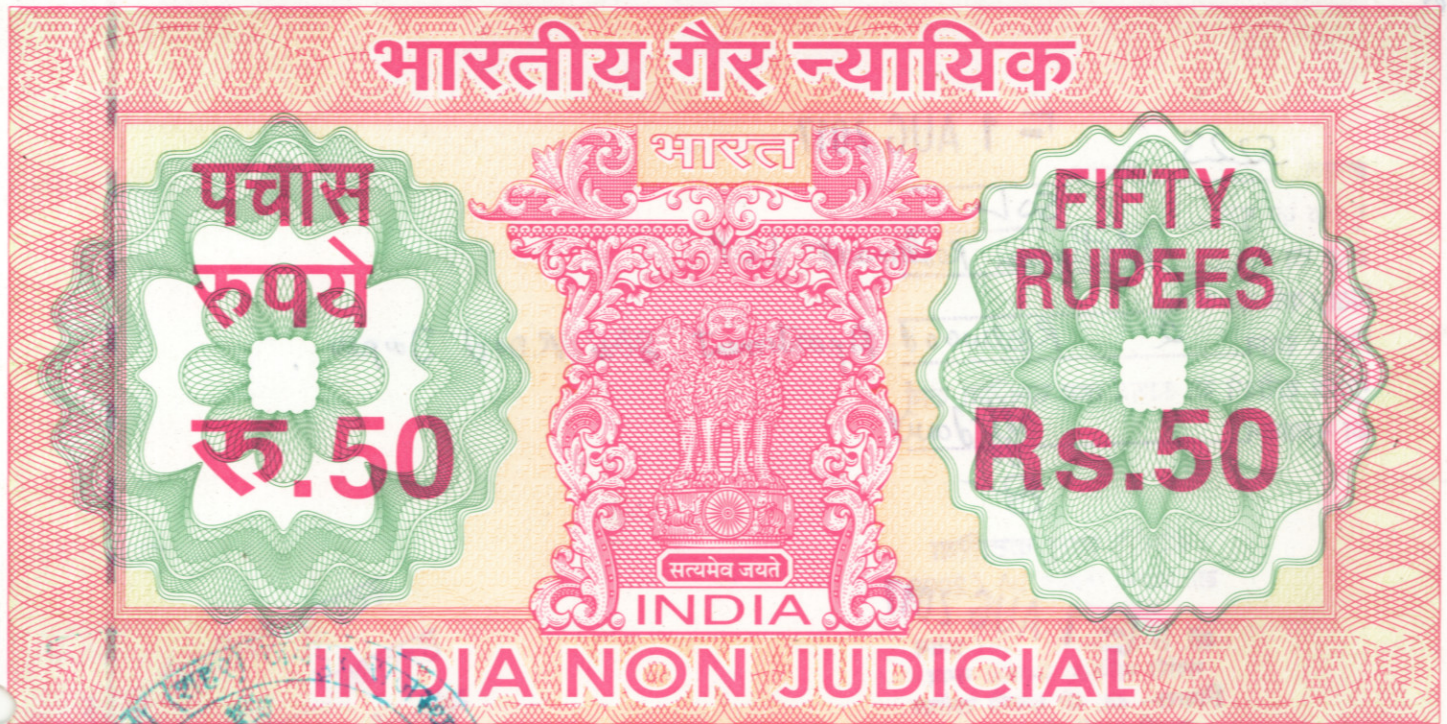




राजस्थान RAJASTHAN

P 576909

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.

ATTESTED

NOTARY PUBLIC
JAIPUR

25 SEP 2017

For Platinum Buildhome

Partner/Auth.Sign.

208A/C

5223

1 AUG 2017

क्रमांक 5223 विभांक

मुद्रांक का भूतल SOL

ब्रोकर का नाम Platinum Realmax LLP

पिता/पत्नी का नाम

निवास स्थान 2 Rosewood Apartment Soni Road Jaipur

मुद्रांक खरीदने का आशय तथा सम्बन्धित कार्य

का मूल्यांकन aff. Jant

8

श्रीमति. मालू कटारिया
ला. स्थान निम्न 04/2008
ऑ. B-1
नर्सरी सर्किट, देवाली नगर
निवास- 44, श्री करणी सरोवर
बजरी मण्डी रोड, जयपुर

1 AUG 2017

स्टाम्प खरीदने वाले के
हस्ताक्षर
मोबाईल नं.

राजस्थान स्टांप अधिनियम, 1998 क अन्तर्गत	
स्टाम्प सॉलर पर वसूला जाभा	
1. आधारभूत अवसरवना सुविधाओं हेतु (ग्रा 3-क)-10% रुपये	5L
2. गाव और राज्य नल के संरक्षण और सदन ल (ग्रा 3-ख)-10% रुपये	8
कुल 8	
र सताव पेण्डर	

For Platinum Buildhome
Partner/Author Sign

ATTESTED
NOTARY PUBLIC
JAIPUR
25 SEP 2017

ALLOTMENT LETTER

Ref. No.

Date:

Mr.

.....

.....

Subject:- Allotment of Flat No. In "PLATINUM HEIGHTS" Jaipur.

Dear Sir/Madam,

We refer to your application dated, for allotment of a residential Flat in "PLATINUM HEIGHTS" in Jaipur.

It gives us immense pleasure to inform you that you have been allotted Flat No., and which has a built up area ----- sq. ft. and super built-up area of Sq. ft.

In pursuance of the terms and conditions as laid down in the application from the Total Price of the Flat is Rs./- (Rupees Only) including Rs. for covered parking and Rs. as security deposit, besides other charges payable as per the installment plan to be annexed as Annexure of the Flat Buyers Agreement. The terms and conditions of the flat buyer's agreement to be executed between you and the LLP Firm shall be final and binding between both the parties.

You are requested to sign the Flat Buyers Agreement at the earliest.

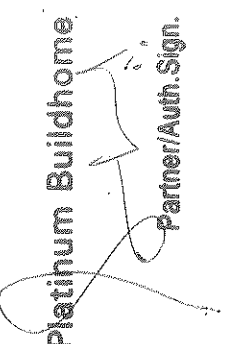
We value our relationship and welcome you amongst our family.

Thanking you and assuring you the best of services at all times.

Yours faithfully,

For Platinum Buildhome


For Platinum Buildhome
Partner/Auth.Sign.


For Platinum Buildhome
Partner/Auth.Sign.

Authorized Signatory

FORM G
AGREEMENT FOR SALE

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

By and Between

[If the promoter is a
company/LLP]

M/s PLATINUM BUILDHOME, a Partnership firm registered under the provisions of the Indian Partnership Act, 1932 having its registered office at Rosewood Apartment, Sirsi Road, Jaipur and its PAN is AADFL2915M represented by its Partner Mr. Subhash Gupta Adhar No. 377926780132 S/o Mr. Swatantra Kumar Gupta R/o Plot No. 3, S.M.S. Colony, Maharani Farm, Durgapura, Jaipur, and Mr. Rishi Mehta 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 include, its assignees, legal successor(s) in interest), of the ONE

For Platinum Buildhome

For Platinum Buildhome

Partner/Auth. Sign.

Partner/Auth. Sign.

AND

[if the allottee is an individual]

Mr./Mrs./Ms..... son/daughter/wife of Mr. aged
about years. R/o..... (Aadhar No.)
(PAN) (hereinafter singly/ jointly. as the case may be. referred to as the
"Allottee(s)", which expression shall, unless repugnant to the context or meaning
thereof be deemed to mean and include their legal successor(s), administrators,
executors successors & permitted assignees) of the OTHER PART.

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 Plot No. 7, total area 1231.81 Square Yards situated at Vaishali Eligance Scheme. Village Lalarpura. Tehsil & District Jaipur (Rajasthan)
(hereinafter referred to as 'Land' and more fully described in the Schedule-I)

B. M/s. Platinum Buildhome seller herein have purchased the Plot No. 7, thereafter M/s. Platinum Buildhome paid entire conversion charges and one time lease money to Jaipur Development Authority, Jaipur and Jaipur Development Authority, Jaipur executed a Single Lease Deed No. 327 on dated 03/06/2015 of the Project Land in favour of M/s. Platinum Buildhome, the Lease Deed was registered by Sub Registrar, Jaipur (V) at Book No. 1, Volume No. 857, Page No. 197, Sr. No. 2015397006975, additional Book No. 1, Volume No. 3428, Page No. 597 to 604 on Dated 04/06/2015 thereafter JDA approved building plans of the Project Land vide it's letter no. ~~आ.दि.आ./प.आ./सी.आ.~~ ~~आ.दि.आ./प.आ./सी.आ.~~ dated 25/08/2015 for one basement for parking, Stilt cum Ground Floor for parking and First Floor to Second Floor and Mumty/Terrace Floor, thereafter the Seller is constructing building over the said Project Land, which has been named as 'PLATINUM

C. The said land is earmarked for the purpose of residential project comprising 5 multistoried building and the said project shall be known as PLATINUM HEIGHTS ("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.

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 :-

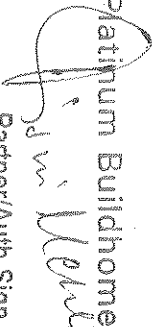
S.No	Financial Institution	Amount
	N.A.	N.A.

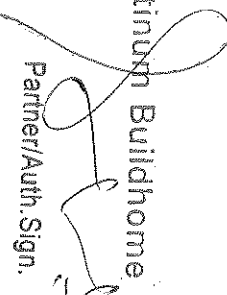
G. The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as PLATINUM HEIGHTS ,(hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments/ plots/ 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 Plot No. 7, total area 1231.81 Square Yards situated at Vaishali Elegance Scheme, Village Lalarpura, Tehsil & District Jaipur (Rajasthan) and latitude & longitude of the end points of the Project

are N = 26° 54' 01.1N – 75 42 58.2E respectively. The location details are fully described in the Schedule-1.

H. The Project has been registered with the Real Estate Regulatory Authority on(date) and the Project Registration Certificate No. is

This registration is valid for a period of..... years commencing from..... and ending with..... unless extended by the Authority. The details of the Promoter and Project are also available in the website (www.....) of the Authority.

For Platinum Buildhome

Partner/Auth. Sign.

For Platinum Buildhome

Partner/Auth. Sign.

Signature of Promoter

Signature of Allottee

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)	Complete
2	Super Structure	Complete
3	Block Masonary	Complete
4	Internal Plaster	Complete
5	Outer Plaster	Complete
6	Flooring	Complete
7	Electric & Plumbing Work	Complete
8	Fixing of Doors and windows	30.08.2017
9	Internal Paint	30.08.2017
10	External Paint	30.08.2017
11	Outer Development	30.08.2017

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. /16/1738 dt. 03.01.2016
Applicable only in case such NOC is required under local law)

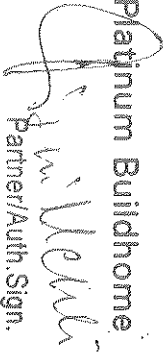
R. the Airport Authority of India has also granted NOC for height clearance for the Project vide No AAI/NOC/2015/302/3969-3973 dated 17.12.2015
(Applicable only in case such NOC is required under local law)

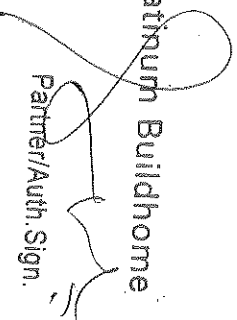
S. Environmental Clearance not required for the project
(Applicable only in case such clearance is required under local law)

T. Public Health & Engineering Department has also given NOC for developing the Project
(Applicable only in case such NOC is not required under local law)

U. The Promoter has opened a separate account in HDFC Bank Ltd. Branch Vaishali Nagar, Jaipur A/c No: 50200009800139 for the purpose as provided in sub-clause (D) of clause (I) of sub-section (2) of section 4.

V. the Allottee(s). being aware of the Project and details given in the advertisements about the Project made by the Promoter and/or on visiting the 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 his/her/their/s application dated..... The allottee(s) has also deposited a sum of Rs..... (in words Rupees.....) as an advance payment/ booking amount including application fee (not being more than 10% of the cost of

For Platinum Buildhome

Partner/Auth. Sign.

For Platinum Buildhome

Partner/Auth. Sign.

Signature of Promoter

Signature of Allottee

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 Allottee 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 defined 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/silt 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;

Z. 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:-

1. TERMS:

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

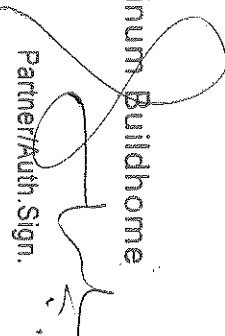
1.2 The Total Price for the Apartment/ Plot based on the carpet area is Rs. (in words Rupees..... only) ("Total Price") (Give break-up and description):-

Block/ no..... Apartment no.	Building/ Tower	Rate of Apartment per square feet*
Type.....		
Floor.....		
Total Price (in Rupees)		

* 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.

and (if/as applicable)
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Partner/Auth. Sign.

Signature of Allottee

Garage/ covered parking-1	Price for 1 (in Rs.)
Garage/ covered parking-2	Price for 2(in Rs.)
Total price (in Rupees)	-----

OR

and (if/as applicable)

Flat No.

Type

Location

Total price (in Rupees) -----

Rate of flat per square feet* -----

* Provide break-up of the amounts such as cost of plot, proportionate cost of common areas, taxes, maintenance charges as per Terms No. 11 etc.. if/ as applicable.

Garage/ covered parking-1	Price for 1 (in Rs.)
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 :

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

(ii) 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 the Building Tax shall increase in the taxes after the expiry of **For the structure Building only** completion of the Project as per registration with the Authority, which shall

Signature of Promoter

[Signature]

Partner/Auth. Sign.

[Signature]

Partner/Auth. Sign.

Signature of Allottee

include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

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

- (iv) The Total Price of 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.

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

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

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

- 1.6 It is agreed that the Promoter shall not make any addition and alteration in the sanctioned plans, layout plans and specifications and the nature of 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;

For Platinum Buildhome

For Platinum Buildhome

Signature of Promoter/ Partner/Auth. Sign.

Partner/Auth. Sign.

Signature of Allottee

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

- 1.7 (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 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.

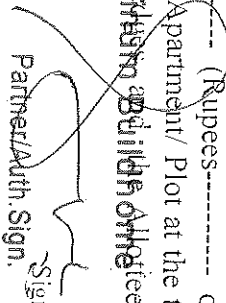
(iv) The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Apartment/ Plot.

- 1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment/ Plot along with ----- 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.

- 1.10 The Promoter agrees to pay all outgoing/ dues before transferring the physical possession of the Apartment to the Allottee(s) which it has collected from the Allottee(s), for the payment of outgoing/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 outgoing/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoing/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

- 1.11 The Allottee has paid a sum 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 **For Platinum Building** Allottee hereby agrees to pay the

Signature of Promoter  Partner/Auth. Sign.

 Signature of Allottee Partner/Auth. Sign.

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).

2. MODE OF PAYMENT:

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 cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of ----- payable at -----.

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

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

3.2 The Promoter accepts no responsibility in regard to matters specified in Term 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/ 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.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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.

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

6. 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 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 the ~~For Plot plan and Building plan and other documents submitted to the competent authority and shall~~ 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:

7.1 Schedule for possession of the said Apartment – The Promoter agrees and understands that 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 he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2 Procedure for taking possession- The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the 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.

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

7.4 Possession of the Allottee- After obtaining the occupancy certificate and handing over 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.

7.5 Cancellation by Allottee- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Protect 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 Platinum Building home For Platinum Building home Promoter to the Allottee(s) without For Platinum Building home cancellation.

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said 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 intend 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

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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:
- (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 /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment/ Plot For Platinum Buildhome as (For Platinum Buildhome) 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, 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:

- (i) In case the Allottee(s) fails to make payments for ----- consecutive demands made by the Promoter as per the payment plan stated above, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoter on the unpaid amount.

- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond ----- consecutive months after notice from the Promoter in this regard, the Promoter may cancel the allotment of the Apartment/ Plot in favour of the Allottee(s) and refund the money paid to him by the Allottee(s) by deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated :

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

- (iii) The Allottee(s) may obtain 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.

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For Platinum Buildhome

- (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
- (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 /or 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 / 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.

11.2. 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 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 association 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.

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. -----/- (Rupees -----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 be utilized for the purpose of the society, up to the completion 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

For Promoter/Builder/Owner
For Allottee/Resident

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.

11.4 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 @ 12% P.A. from the allottee and /or 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 PLATINUM HEIGHTS 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 allottee 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 aggrieved 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 Allottee(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.

14. USAGE:

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

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.

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

Subject to Term 12 above: the Allottee(s) shall, after taking possession, be solely responsible for Platinum Buildhome For Platinum Buildhome to maintain the apartment/Plot, or the staircases, not to or suffer or be liable for 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.

- 15.2 The Allottee further undertakes, assures and guarantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas. The Allottee also won't 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/ Plot.
- 15.3 The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- 15.4 The allottee(s) shall not use the said apartment for any purpose other than residential
- 15.5 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 whereby any increase in premium shall become payment in respect of the said building and/or the said apartment.
- 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 allottee(s) shall not change the color and structure of the external façade of the unit.
17. COMPLIANCE OF LAWS, NOTIFICATIONS ETC. BY PARTIES:
- 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.
18. ADDITIONAL CONSTRUCTIONS:
- The Promoter undertakes that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.
19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:
- After the Promoter executes this Agreement he shall not mortgage or create a charge on the said 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 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, Building Name 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.

21. ENTIRE AGREEMENT:

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

22. RIGHT TO AMEND :

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

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

It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the said 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.

24. WAIVER NOT A LIMITATION TO ENFORCE:

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

24.2 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.

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 unable 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 termination of this Agreement. **For Plaintiffs Buildhome**

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.

27. 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.

28. 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, 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 address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at -----.

29. BROKERAGE

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. 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.

31. 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 include corporations and vice versa.

32. NOTICES:

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

M/s Platinum Buildhome	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.

33. 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).

34. 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.

35. 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.

36. DISPUTE RESOLUTION:

All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement including the interpretation and validity thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussions, between the Parties, failing which the dispute shall be settled in the manner as provided under the Act. IN WITNESS WHERE OF parties herein above named have set their respective hands and signed this Agreement for sale at in the presence of attesting witness, signing as such on the day first above written.

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

Passport photograph across the signature photograph	size with the signature photograph	Passport size with the signature photograph
(First- Allottee)	(Second- Allottee)	(Third- Allottee)
Signature (Name) (First-Allottee)	Signature (Name) (Second-Allottee)	Signature (Name) (Third-Allottee)

For Platinum Buildhome-

For Platinum Buildhome

Partner/Auth.Sig.

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

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)

Name of Scheme/Colony and City	Plot No.	Area (in meters)
PLATINUM HEIGHTS, Gandhi Path, Jaipur	Plot No. 07, 1231.81	
Vaishali Elegance.		

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

In East : 60 Ft. Road

In West : Others Plot

In North : Others Plot

In South : Others Plot

North to South 126 feet.

East to West - 86 feet

For Platinum Buildhome

Signature

Partner/Auth.Sign.

For Platinum Buildhome

Latitude/ Longitude of the end points of the Project

N = 26° 54' 01.1N - 75 42 58.2E

Partner/Auth.Sign.

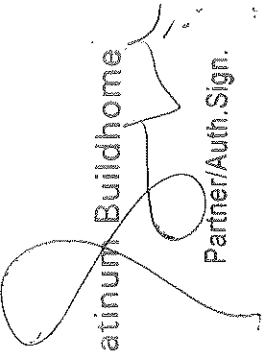
Draft

Other details of the location of the Project
Location Map

SCHEDULE-2
(Lay-out Plan of the Project)

For Platinum Buildhome

Partner/Auth. Sign.

For Platinum Buildhome

Partner/Auth. Sign.

Draft

SCHEDULE-3

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

For Platinum Buildhome
John W. Decker
Partner/Auth. Sign.

For Patient Buildrome

Partner/Auth. Sign.

SCHEDULE-4

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

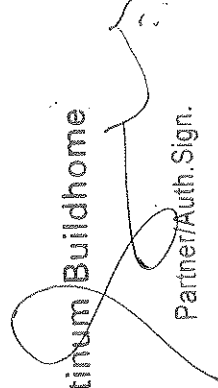
Description of apartment:-

In East	:	
In West	:	
In North	:	
In South	:	

For Platinum Buildhome


Partner/Auth.Sign.

For Platinum Buildhome


Partner/Auth.Sign.

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"

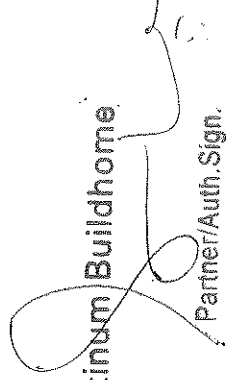
THE FLAT CONTAINS TENTATIVE SPECIFICATIONS ETC. AS UNDER :- (CAN BE CHANGED AS PER DIRECTION OF ARCHITECT & OWNERS)

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

For Platinum Buildhome


Partner/Auth. Sign.

For Platinum Buildhome


Partner/Auth. Sign.

SCHEDULE-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.
4. Water pipes and other plumbing installation from the Overhead/Underground water tanks for the supply of the water.
5. Electric wiring, meters and fittings, electric panel (including those as are installed for any particular Flat), transformer etc.
6. Light and electrical fittings if any, in the aforesaid common parts.
7. Boundary wall & Parapet Wall.
8. Main Gate.
9. Bore well and pump.
10. Open set backs of the plot after leaving space for the reserved open car parking areas.
11. Lift and its machinery, Lift well, Generator etc. (if any).
12. Telephone lines and Cable TV Wires.
13. Common Garden.
14. Kids play area
15. Visitors parking

For Platinum Buildhome

For Platinum Buildhome

Partner/Auth. Sign.

Partner/Auth. Sign.