

FORM-G

[see rule 9]

Agreement for Sale

Affix photograph Allottee/ Allottee signature the photograph	Color of First with across	Affix photograph of the authorized signatory of No.[I] of the Promoters with signature across the photograph	Color of the authorized signatory of No.[II] of the Promoters with signature across the photograph
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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

[I] **M/s Star Developers** a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at F-126, First Floor, Unnati Tower, Central Spine, Vidhyadhar Nagar,
For STAR DEVELOPERS


PARTNER

Signatures of No. [I] and [II] of Promoters

Signature of Allottee(s)

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

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Jaipur- 302039 and its PAN is ADOFS4937K represented by its authorised signatory Mr (Aadhar No.)
S/o, Age Years, Caste -
..... R/o, [which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successor(s), administrators, executors and permitted assignees including those of the respective partners]

[II] Shri Ranveer Singh Choudhary (Aadhar No.) S/o,
Shri Nanu Ram Choudhary (Aadhar No.) S/o,
Shri Sukhbir Singh (Aadhar No.) S/o and Shri Amit Choudhary (Aadhar No.) S/o through Power of Attorney Shri (Aadhar No.) S/o [which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successors, administrators, executors and permitted assignees] hereinafter Nos. [I] and [II] referred to collectively as "the Promoters" and where the context so permits, referred to as "Nos. [I] and [II] of the Promoters" **of the ONE PART**

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 **For STAR DEVELOPERS**

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Signature of Allottee(s)

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"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.**

JOINTLY WITH

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 OTHERPARTPART.**

OR

[if the allottee is a partnership firm]

M/s a partnership firm, duly registered and existing under the provisions of the Indian Partnership Act, 1932, having its principle place of business at(PAN-.....) through the partner Mr./Ms..... (Aadhar No.....) duly authorized vide authority letter dated passed and signed by all the partners constituting the firm, (Copy enclosed) (hereinafter 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 including those of the respective partners) **of**

For STAR DEVELOPERS

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the OTHER PART PART.

OR

[if the allottee is a company]

M/s.....(CIN No.....) a Company incorporated under the provisions of the Companies Act, 1956 / 2013 having the registered office at and its PAN is..... through Mr.(Aadhar No.....), its authorized signatory who has been duly empowered vide Board Resolution dated (hereinafter jointly and severally, as the case may be, being the allottee(s) of the Unit hereinafter, 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 OTHERPARTPART.

or

[if the allottee is HUF]

Mr./Ms.(Aadhar No.....) son/daughter/wife of..... aged about..... years for self and as the Karta of the HUF, having its place of business/ residence at.....(PAN-.....) (hereinafter referred to as, "Allottee(s)", which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include him and each

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of the members constituting the HUF their Heirs, administrators, executors, successors & permitted assignees) of the **OTHERPARTPART**.

(Details of other allottees to be inserted, in case of more than one allottee) 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) **"Applicable Laws"** shall mean all Acts, Rules and Regulations in force and effect as of the date hereof as applicable in the State of Rajasthan including, Rajasthan Urban Improvement Act, 1959, Rajasthan Municipalities Act, 2009, Building Bye Laws, Real Estate (Regulation & Development) Act, 2016, Rajasthan Real Estate (Regulation & Development) Act, 2017 and any other law which may be promulgated or brought into force and effect hereinafter including notifications, ordinances, policies, laws or orders or official directive of any Central/State Government or of any Statutory Authority in Rajasthan, as may be in force and effect during the subsistence of this Deed and applicable to the development/construction/sale of the Project.
- c) **"Apartment"** shall mean a residential/commercial Unit in the Project intended and/or capable of being independently and exclusively occupied and intended to be used for residential/commercial purpose, as the case may be in

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accordance with Applicable Laws.

- d) **"Authority"** shall mean the Real Estate Regulatory Authority.
- e) **"Approved Plans"** shall mean the plans and designs of Project constructed or to be constructed on the Scheduled Property, which has been duly approved by the local authority in full including any variations therein which may subsequently be made by No.[I] of the Promoters and/or architects in accordance with applicable laws.
- f) **"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;
- g) **"Carpet Area"** means the net usable floor area of an Apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the Apartment. Explanation – for the purpose of this clause, the expression "exclusive balcony or verandah area" means the area of balcony or verandah, as the case may be, which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s); and "exclusive open terrace area" means the area of open terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s);
- h) **"Common Area"** shall mean and include such common area facilities,

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equipment and spaces in the Project, which would be developed and completed with the Project and which are meant and/or reserved for common use and enjoyment of the occupants of the Project (as defined in the schedule D).

- i) **"Interest"** means the interest payable at the rate specified in rule 17 of the rules;
- j) **"Para"** means a Para of this Agreement;
- k) **"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;
- l) **"Regulation"** means the Regulation made under the Act;
- m) **"Rules"** means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- n) **"Schedule"** means the Schedule attached to this Agreement; and
- o) **"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 PROMOTERS DECLARE THAT-

A. No. [II] of the Promoters are the owners of the contiguous block of land

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admeasuring _____ bearing Plot No. _____, lying and being at Sector-6, Vidhyadhar Nagar Scheme, District Jaipur and within the limits of the Jaipur Municipal Corporation and lease deed in respect of the said land was issued by the Jaipur Development Authority in favour of No. [II] of the Promoters on _____, registered on _____ in the office of Sub-registrar (Jaipur-VII) in Book No. 1 Volume No. 380 at Page No. 195 Serial No. 201603021106159.

- B. Vide an Agreement dated _____ registered on _____ in the office of Sub-registrar (Jaipur-__) in Book No. __ Volume No. __ at Page No. __ Serial No. _____ executed by and between the Promoters, they agreed to development of the said land by construction of buildings containing Flats/Units/Commercial Premises/Structures for prospective purchasers or otherwise howsoever to exploit the commercial potentiality of the said land.
- C. Vide an Irrevocable Power of Attorney dated _____ registered on _____ in the office of Sub-registrar (Jaipur-__) in Book No. __ Volume No. __ at Page No. __ Serial No. _____, the said No. [II] of the Promoters herein thereby authorized the said No. [I] of the Promoters herein, to do all acts, deeds, matters, or things necessary for development of the said land which formed the subject matter of the said Agreement dated _____.
- D. The said land is earmarked for the purpose of residential project comprising __ multi-storied building/s and the said project shall be known as Star Pratishta ("**Project**"). The location details of the Project is fully described in **Schedule-A**.
- E. The Promoters are fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter

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regarding the said land on which Project is to be constructed have been completed.

F. The Jaipur Development Authority has granted the permission letter number J.D.A/S.S/B.P.C.(BP)/2018/D-1620 develop the Project vide its approval number 1620 dated 5th Oct 2018 .

G. The land is free from all encumbrances.

H. The Promoters have conceived, planned and are in the process of constructing and developing a real estate project known as Star Pratishtha after getting necessary permissions/approvals from the concerned competent authorities and which inter-alia comprising of apartments/ buildings and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of land admeasuring 5642.0 square meters situated at Plot No 6/H/III, Sector 6, Vidhyadhar Nagar, Jaipur.

I. The Project has been registered with the Real Estate Regulatory Authority on _____ 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 Promoters and Project are also available in the website (www. _____) of the Authority.

J. The following approvals and sanctions have been obtained in respect of the Project:

i) The Site Layout Plan of the Scheduled Land has been approved by the

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Jaipur Development Authority. A copy of the Site Layout Plan is enclosed herewith and marked as **Annexure-I**.

- ii) Approval of the Project and permission of building construction upto ____ metres in height (____ basements + _____ floors) under the relevant legal provisions has been accorded vide Letter No. _____ dated _____ by the Jaipur Development Authority.
- K. The Promoters have conceived and planned various common areas, amenities and facilities in the Project as detailed in **Schedule-D**. The Promoters agree and undertake 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;
- L. The Promoters have conceived a detailed plan of development works to be executed in the Project. Details of the plan of Development Works to be undertaken in the Project and the proposed facilities to be provided including fire fighting facilities, water facilities, etc as provided in clause € of sub-section 2 of Section 4 of the Act have been specifically provided under **Schedule-E** hereunder written.
- M. The details of specifications of material used/to be used in the construction of the Project have been specifically provided in **Schedule-F** hereunder written.
- N. 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:-

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Stage	Date by which the works are proposed to be completed	Details of works to be completed
1	31-12-2019	Completion of structure of building
2	31-03-2021	Completion of development works (internal/external development works)
3	30-09-2021	Grace period of 6 months
4	30-09-2021	Finishing and Handover

O. the Promoter has opened a separate account in IDBI Bank in Branch Vidyadhar Nagar for the purpose as provided in sub- clause (D) of clause (I) of sub-section (2) of section 4.

P. The Allottee(s), being aware of the Project and details given in the brochure made available by the Promoters and/or on visiting the Project, has applied for allotment and to purchase a an apartment (hereinafter referred to as the **"Apartment"** or **"Unit"**) in the Project vide his/her/their/its 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 the apartment/plot as provided in sub-section (1) of Section 13 of the Act) and agrees to make timely and complete payments of the remaining sale price as

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well as other dues under this Agreement as per terms and conditions as detailed in **Part II of Schedule C**.

- Q. On application, as aforesaid, the Allottee(s) has been allotted an apartment located in the Project and pro rata share in the Common Area and Facilities of the Project as more particularly described in **Schedule B** hereunder written.
- R. The floor plan of the Unit (as described in **Schedule B**) and building in the Project is given in **Annexure-III**.
- S. The Parties have gone through all the terms & conditions set out in this Agreement and understood the mutual rights and obligations detailed herein. The Parties hereby confirm that they are signing this Agreement with full knowledge of the all laws, rules, regulations, notifications etc. applicable to the Project.
- T. The 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;
- U. 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 Flat with/without Store Room .

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

For STAR DEVELOPERS

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1. TERMS :

- 1.1. Subject to the terms & conditions as detailed in this Agreement, the Promoters hereby agree to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit as specified in **Schedule B.**
- 1.2. The Total Price for the Unit based on the carpet area is more particularly described in **Part I of Schedule C.**
- 1.3. The Total Price above includes the booking amount paid by the Allottee(s) to the Promoter towards the Unit as mentioned in **Part I of Schedule C.** All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Price, shall be paid by the Allottee(s) in addition to Total Price as per this Agreement.
- 1.4. In addition to the Total Price, the Allottee(s) shall be liable and responsible to pay all taxes, including but not limited to GST/Cess or any other similar taxes which may be levied, in connection with the construction of the Project. Until the handover of the common areas to the Residents Association in accordance with the Act, the Promoters shall maintain the common at actual cost + 15% along with applicable taxes. The Allottee(s) shall also be liable to pay interest free maintenance deposit, upfront maintenance charges, documentation charges, charges towards water infrastructure fund, stamp duty, registration charges and any other charges applicable at

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the time of registration of this Agreement, Sale Deed, etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Maintenance Deposit and Upfront Maintenance Charges shall be transferred to the Owner's Association or its nominee at the time of conveyance of common areas and facilities to the Owner's Association. Details of the Total Price as above payable by the Allottee(s) to the Promoters has been particularly described in **Part I of Schedule C**.

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoters shall be increased/ reduced based on such change/ modification/introduction.

Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the 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;

- 1.5. The Promoters shall periodically intimate to the Allottee(s), the amount payable as stated in **Part I of Schedule C** to be paid in the manner provided in **Part II of Schedule C** hereunder and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the Promoters shall provide to the Allottee(s) the details of the taxes paid

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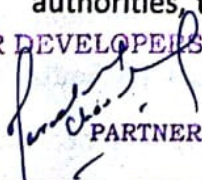
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or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective.

- 1.6. The Total Price of Unit includes price of land, construction of, not only the Unit but also, the common areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities, specification to be provided within the Unit and the Project. However, the Allottee(s) is/are aware that in addition to the Total Price the Allottee(s) shall have to contribute an amount towards water infrastructure fund, sewerage connection fund as demanded by the respective authority .
- 1.7. 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 Promoters undertake and agree that while raising a demand on the Allottee(s) for increase in development charges, cost/charges imposed by the competent authorities, the Promoters shall enclose the said notification/ order/

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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(s).

- 1.8. The Allottee(s) shall be liable for all costs, charges and expense in connection with the costs of preparing, executing and registering of this Agreement or related agreements, conveyance or conveyances, sub-lease deed, sale deed and any other document or documents required to be executed by the Promoters for preparation and approval of such documents.
- 1.9. The Allottee(s) shall be required to contribute towards creation of water infrastructure fund, sewerage connection charges, Municipal Taxes or any other levies by the Government extra on actual basis.
- 1.10. The Promoters have received an advance booking amount from the Allottee(s) as mentioned in **Part II of Schedule C** and the Allottee(s) agrees and undertakes to pay the balance amount strictly in accordance with the payment plan given in **Part II Schedule C**.

Provided that if the Allottee(s) delays in payment towards any

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

- 1.11. The Promoters 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-F** 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.

- 1.12. The Promoters shall confirm to the final carpet area that has been allotted the Allottee(s) after the construction of the building is complete and the completion/occupancy certificate the 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 Promoters. If there is reduction in the carpet area than the Promoters shall refund the excess money paid by Allottee(s) within 45 days. If there is any increase in the carpet area, which is not more than three percent of the carpet area of the Unit allotted to the Allottee(s), the Promoters

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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 herein.

1.13. Subject to Clause 9.3 the Promoters agree and acknowledge that after registration of conveyance deed of the Unit, the Allottee(s) shall have the right to the Unit as mentioned below:

- i. The Allottee(s) shall have exclusive ownership of the Unit.
- ii. The Allottee(s) shall also have undivided proportionate ownership and share in the common areas of the Project. 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 Unit includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and

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firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the Project as detailed in **Part I of Schedule C**; the Allottee(s) is aware that the amount towards water infrastructure fund shall be payable in addition to the Total Price.

iv. The Allottee has the right to visit the Project site to assess the extent of development of the Project and his Unit.

1.14. The Allottee(s) understands that the Project comprises of open and covered parking spaces spread across the entire Project. For day-to-day comfort of all residents, the Promoters have earmarked parking space for the exclusive use of each unit. Those Allottee(s) who has not availed the option of covered parking will be earmarked open parking,

Further, the Allottee(s) understands and agrees that every Allottee(s) will be entitled one parking duly earmarked and some units maybe earmarked with more than one parking.

1.15. The Allottee(s) understands that in order to maintain the administration of the Project, the Promoter has earmarked parking spaces and the Allottee(s) undertakes to park his/her vehicle in the marking space earmarked to him/her and not anywhere else in the Project. The Parking Space earmarked to the Allottee(s) shall be meant exclusively for parking of specific number of vehicles and

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under no circumstances the Allottee(s) will be allowed to park vehicles more than the parking space earmarked for him/her or anywhere else in the Project. Further, the Allottee(s) agrees that the Promoters or the Owners Association reserves the right to restrict the entry of additional vehicles owned by the Allottee(s) within the Project, in case the Allottee(s) has been allotted one parking space only.

1.16. The Allottee(s) agrees and undertakes that except the Unit as described in Schedule-B hereunder written, the Allottee(s) shall have no ownership claim or right of any nature in respect of any unallotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the No.[I] of the "Promoters", which it shall be free to deal with, in accordance with applicable laws. Convenience shops, dining hall, ATM space, kiosk, etc. built in any part of the Project are in the nature of saleable apartment and therefore shall be the exclusive property of the Promoters and the Promoters shall be free to deal with it in the manner as they deem fit.

1.17. No. [I] of the Promoters shall be exclusively entitled to install its signage, hoarding, any other kind of branding for its any past, present and future project at any suitable place in the Project and the Allottee(s) and the Owners Association shall not obstruct on exploitation of this right by the said No. [I] of the Promoters.

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- 1.18. Lawn Area ,Parking,roof/terrace , store or any other area exclusively earmarked for a particular Unit by the Promoters shall form part of Limited Common Areas and the facilities for use and enjoyment of owner/occupant of that apartment to the exclusion of other Allottees.
- 1.19. That Allottee(s) hereby agrees and acknowledges that the Promoters shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.
- 1.20. The Promoters agree to pay all outgoings/ 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 outgoings/dues. If the Promoters fail to pay all or any of the outgoings/dues collected by them from the Allottee(s) before transferring the Unit to the Allottee(s), the Promoters shall be liable, even after the transfer of the Unit, 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.
- 1.21. The Project shall always be known as "STAR PRATISHTHA" and the name of the said Project shall not be changed except by No. [I] of the Promoters.

2. MODE OF PAYMENT:

For STAR DEVELOPERS

PARTNER

Signatures of No. [I] and [II] of Promoters

Signature of Allottee(s)

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

Subject to the terms of the Agreement and the Promoters abiding by the construction milestones, the Allottee(s) shall make all payments, on written demand by the No. [I] of the Promoters, within the stipulated time as mentioned in the payment plan hereunder through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favour of STAR DEVELOPER A/C STAR PRATISHTHA .

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES:

3.1. The Allottee(s), if residing 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 Promoters with such permission, approval which would enable the Promoters 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 to comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under

For STAR DEVELOPERS

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Signature of Allottee(s)

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FEMA or other laws as applicable, as amended from time to time.

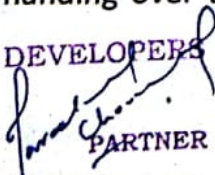
- 3.2. The Promoters accepts no responsibility in regard to matters specified in clause 3.1 above. The Allottee(s) shall keep the Promoters fully indemnified and harmless in this regard. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoters immediately and comply with necessary formalities if any, under the applicable laws. The Promoters shall not be responsible towards any third party making payment/remittances on behalf of Allottee(s) and such third party shall not have any right in the application/allotment of the said Unit in any way and the Promoters shall be issuing the payment receipts in favour of the Allottee(s) only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

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

For STAR DEVELOPERS

 PARTNER

 Signatures of No. [I] and [II] of Promoters

 Signature of Allottee(s)

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areas to the Maintenance Society or the competent authority, as the case may be.

6. CONSTRUCTION OF THE PROJECT:

The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Unit 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. The Promoters shall develop the Project in accordance with the said layout plans, floor plans and specifications, amenities and facilities. Subject to the terms of this Agreement, the Promoters undertake 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 **clause 1.11** hereinabove, 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 Unit:** The Promoters agree and understand that timely delivery of possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society or the competent authority, as the case may be, is the essence of the Agreement. The Promoters assure to handover possession of the Unit along with ready and complete common areas with all specifications,

For STAR DEVELOPERS

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amenities and facilities of the Project in place on or before 30th Sept 2021, 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 the Project is delayed due to the Force Majeure conditions then the Allottee(s) agrees that the Promoters shall be entitled to the extension of time for delivery of possession of the Unit, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoters to implement the Project due to Force Majeure conditions, then this allotment shall stand terminated and the Promoters shall refund to the Allottee(s) the entire amount received by the Promoters from the Allottee(s) with interest within forty-five days from that date. The Promoters shall intimate the Allottee(s) about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee(s), the Allottee(s) agrees that he/ she shall not have any rights, claims etc. against the Promoters and the Promoters shall be released and discharged from all its obligations and liabilities under this Agreement.

7.2. **Procedure for taking possession:** The Promoters, upon obtaining the occupancy certificate from the competent authority shall offer in

For STAR DEVELOPERS

 PARTNER

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writing the possession of the Unit, 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 favour of the Allottee(s) shall be carried out by the Promoter within three months from the date of issue of occupancy certificate subject to clearance of all outstanding due/charges by the Allottee(s). The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfilment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Unit, as the case may be, to the Allottee at the time of conveyance of the same.

- 7.3. **Failure of Allottee(s) to take possession of Unit:** Upon receiving a written intimation from the Promoters as per clause 7.2 above, the Allottee(s) shall take possession of the Unit from the Promoters by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Promoters shall give possession of the Unit to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per clause 7.2 above, the Allottee(s) shall continue to be liable to pay

FOR STAR DEVELOPERS

 PARTNER

 Signatures of No. [I] and [II] of Promoters

 Signature of Allottee(s)

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maintenance charges as specified under clause 7.2 above.

- 7.4. **Possession of the Allottee(s):** After obtaining the occupancy certificate and handing over physical possession of the Unit to the Allottee(s), it shall be the responsibility of the Promoters 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 Promoters shall handover the necessary documents and plans, including common areas, to the Maintenance Society or the competent authority, as the case may be, within thirty days after obtaining the completion certificate.

- 7.5. **Cancellation by Allottee:** The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project;

Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Promoters, the Promoters 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 Promoters to the Allottee(s) within forty-five days of such cancellation.

- 7.6. **Transfer of booking:** If the Allottee(s) wishes to assign the booking/allotment in favour of another person, the transfer will be allowed only after payment of Rs. ____ per sq. ft. on Super Built Up

For STAR DEVELOPERS

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Area as transfer fee. Such transfer will be done only after receipt of 95% sale consideration of the Unit by the Promoters. Any transfer to grandmother, grandfather, father, mother, brother, sister, wife, son, daughter, grandson and granddaughter shall be exempted from transfer fee. Valid documents in respect of transfer as per transfer policy of the Promoters on case to case basis may be required. In case of such transfer, the Allottee(s) shall be solely responsible for all the cost and expenses, including, income tax, stamp duty and registration charges, etc. in respect of such transfer.

- 7.7. **Compensation:** The Promoters shall compensate the Allottee(s) in case of any loss, caused to him/her 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 Promoters fail to complete or are unable to give possession of the said Unit (i) in accordance with the terms of this Agreement, duly completed by the day specified in clause 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 Promoters shall be liable, on demand to the Allottee(s), in case the Allottee(s) wishes to withdraw from the

FOR STAR DEVELOPERS

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Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, with interest including compensation in the manner as provided under the Act within forty-five days of it becoming due;

Provided that if the Allottee(s) does not intend to withdraw from the Project the Promoters shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Unit, which shall be paid by the Promoters to the Allottee(s) within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- i. The Promoters have absolute, clear and marketable title with respect to the said Land and the requisite rights to carry out development upon the said Land and absolute, actual, physical and legal possession of the said Land for the Project;
- ii. The Promoters have lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- iii. There are no encumbrances upon the said Land or the Project;
- 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

For STAR DEVELOPERS

 PARTNER

 Signatures of No. [I] and [II] of Promoters

 Signature of Allottee(s)

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Promoters 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 Promoters have the right to enter into this Agreement and have not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected;
- vii. The Promoters have not entered into any agreement for sale 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 Promoters confirm that the Promoters are 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 Promoters 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 matter of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- xi. The Promoters have duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of

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the Unit along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee(s) 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 Promoters 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 Promoters shall be considered under a condition of default, in the following events, namely:

- i. The Promoters fail to provide ready to move in possession of the Unit to the Allottee(s) within the time period specified in clause 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 Unit shall be in a habitable condition which is complete in all respects including the provision of all specifications, amenities and facilities, as agreed to between the parties, and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;
- ii. Discontinuance of No.[I] of the Promoters' business as a

For STAR DEVELOPERS



PARTNER

Signatures of No. [I] and [II] of Promoters

Signature of Allottee(s)

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developer on account of suspension or revocation or expiry of its 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 Promoters as demanded by the Promoters. If the Allottee(s) stops making payments, the Promoters 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 Promoters shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest 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 Promoters, interest for the period of delay till the handing over of the possession of the Unit, which shall be paid by the Promoters to the Allottee(s) within forty-five days of it becoming due.

For STAR DEVELOPERS

PARTNER

Signatures of No. [I] and [II] of Promoters

Signature of Allottee(s)

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

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 two (2) consecutive demands made by the Promoters as per the payment plan, despite having been issued notice in that regard, the Allottee(s) shall be liable to pay interest to the Promoters on the unpaid amount.
- ii. In case of default by Allottee under the conditions listed above continues for a period beyond 30 days after notice from the Promoter in this regard; the Promoters may cancel the allotment of the Unit in favour of the Allottee(s) and refund the money paid to him/her by the Allottee(s) after deducting the booking amount and the interest liabilities and this Agreement shall thereupon stand terminated;
Provided that the Promoters shall intimate the Allottee(s) about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE UNIT : ☒

The Promoter, on receipt of Total Price of the Unit as per clause _____ under the Agreement from the Allottee(s) shall execute a conveyance deed and convey the title of the Unit 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

For STAR DEVELOPERS

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 Signatures of No. [I] and [II] of Promoters

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the Allottee(s);

Provided that, in absence of local laws, the conveyance deed in favour of the Allottee(s) shall be carried out by the Promoters 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 Promoters to withhold registration of the conveyance deed in his/her favour till payment of stamp duty and registration charges to the Promoters is made by the Allottee(s).

11. MAINTENANCE OF THE SAID BUILDING/ APARTMENT/ PROJECT:

The Promoter shall be responsible for providing and maintaining the essential services in the Project, till the taking over of the maintenance of the Project by the Maintenance Society upon the issuance of the completion certificate of the Project. The cost of such maintenance has been included in the Total Price of the Unit.

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 Promoters as per this Agreement relating to such development is brought to the notice of the Promoters within a period of five years by the Allottee(s) from the date of handing over possession, it shall be the duty of the Promoters to rectify such defects without further charge, within thirty days, and in the event of Promoters' failure to rectify such defects within such time, the

For STAR DEVELOPERS


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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 Promoters/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 Promoters/Maintenance Society to enter into the Unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

14. USAGE OF BASEMENT(S) AND SERVICE AREAS:

The basement and service areas, if any, as located within the Project, shall be earmarked for purposes such as parking spaces and services including but not limited to electric sub-station, transformer, DG set rooms, underground water tanks, pump rooms, maintenance and service rooms, 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.

15. GENERAL COMPLIANCE WITH RESPECT TO THE UNIT:

15.1. Subject to clause 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Unit at his/her own cost, in good repair and condition and shall not do or suffer to

For STAR DEVELOPERS

 PARTNER

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Signature of Allottee(s)

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be done anything in or to the said building Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Unit, and keep the said Unit,, 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(s) further undertakes, assures and grantees 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(s) shall also not 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(s) shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the building. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.

15.3. The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoters and thereafter the Maintenance Society and/or maintenance agency appointed by

For STAR DEVELOPERS

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the Maintenance Society. The Allottee(s) shall be responsible for any loss or damages arising out of breach of any of the aforesaid conditions.

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

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

17.ADDITIONAL CONSTRUCTIONS:

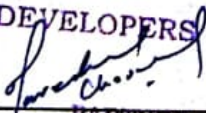
The Promoters undertake that it has no right to make additions or to put up additional structure anywhere in the Project after the building plan, layout plans sanction plan and specifications, amenities and facilities has been approved by the competent authorities and disclosed, except for as provided in the Act.

18.PROMOTERS SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoters execute this Agreement they shall not mortgage or create a charge on the said Unit 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 Unit.

19.BINDING EFFECT:

Forwarding this Agreement to the Allottee(s) by the Promoters does not create a binding obligation on the part of the Promoters or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules

For STAR DEVELOPERS

 Signatures of No. [] and [] of Promoters

Signature of Allottee(s) _____

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

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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 Promoters. If the Allottee(s) fails to execute and deliver to the Promoters 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 Promoters, then the Promoters shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), application of the Allottee(s) shall be treated as cancelled and all sums deposited by the Allottee(s) in connection therewith excluding the booking amount shall be returned to the Allottee(s) without any interest or compensation whatsoever.

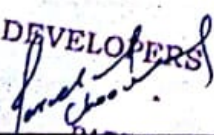
20. ENTIRE AGREEMENT:

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 Unit, as the case may be.

21. RIGHT TO AMEND:

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

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

For STAR DEVELOPERS

PARTNER

Signatures of No. (I) and (II) of Promoters

Signature of Allottee(s)

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

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 Unit and the Project shall equally be applicable to and enforceable against and by any subsequent Allottee(s) of the Unit, in case of a transfer, as the said obligations go along with the Unit for all intents and purposes.

23.WAIVER NOT A LIMITATION TO ENFORCE:

The Promoters may, at its option and discretion, without prejudice to its rights as set out in this Agreement wave the breach by the Allottee(s) 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(s) that exercise of discretion by the Promoters in the such a case shall not be construed to be a precedent and /or binding on the Promoters to exercise such discretion in the another case or in case of other allottees. 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.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

For STAR DEVELOPERS



PARTNER

Signatures of No. [I] and [II] of Promoters

Signature of Allottee(s)

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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.

25.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 Unit bears to the total carpet area of all the Unit in the Project.

26.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.

27.PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee(s), 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 _____

For STAR DEVELOPERS

PARTNER

Signatures of No. [I] and [II] of Promoters

Signature of Allottee(s)

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

(specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at _____.

28.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 Star Developers	Allottee(s) Name.....
F-126, Unnati Tower, Central spine, Vidyadhar Nagar, Jaipur	Allottee(s) 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.

29.JOINT ALLOTTEES:

That in case there are Joint Allottees all communications shall be sent by the Promoters 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 Allottees.

30.SAVINGS:

Any application, letter, allotment letter or any other document signed by the
For STAR DEVELOPERS

Signatures of No. [I] and [II] of Promoters

Signature of Allottee(s)

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

Allottee(s), in respect of the Unit prior to the execution and registration of the agreement for sale for such Unit shall not be construed to limit the rights and interests of the Allottee(s) or the Promoters under the agreement for sale, under the Act, the rules or the regulations made thereunder.

31. 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.

32. 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 SIZE	PASSPORT SIZE	PASSPORT SIZE
---------------	---------------	---------------

For STAR DEVELOPERS

Signatures of No. (i) and (ii) of Promoters

Signature of Allottee(s)

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

PHOTOGRAPH OF FIRST ALLOTTEE	PHOTOGRAPH OF SECOND ALLOTTEE	PHOTOGRAPH OF THIRD ALLOTTEE
Signature (Name) (First Allottee)	Signature (Name) (Second Allottee)	Signature (Name) (Third Allottee)

Signed and delivered by the within named Promoters in the presence of witnesses on _____

NO.[I] OF THE PROMOTERS FOR AND ON BEHALF OF M/S STAR DEVELOPERS	NO.[II] OF THE PROMOTERS TARA CHAND CHOUDHARY, _____ _____ _____
NAME	NAME: TARA CHAND CHOUDHARY
SIGNATURE	SIGNATURE:
DESIGNATION	DESIGNATION: POWER OF ATTORNEY

Witnesses:

1. _____

For STAR DEVELOPERS

Signatures of No. [I] and [II] of Promoters
PARTNER

Signature of Allottee(s) _____

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

2. _____

SCHEDULE-A

(Description of Scheduled Land)

1. Land admeasuring 5642 sq. mtrs. And there about lying and situated at Plot No. 6/H/III ,Sector 6,Vidyadhar Nagar, Jaipur, Rajasthan

2. The piece and parcel of the plot of land in site is bounded:

In north: Road(35 mt. wide)

In south: Road (12mt. wide)

In east: Group Housing

In west: Group Housing

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

Corners	Latitude (N)	Longitude (E)
North East	26.58'13.21"	75.46'45.00"
North West	26.58'14.90"	75.46'41.39"
South West	26.58'13.48"	75.46'40.56"
South East	26.58'11.80"	75.46'44.15"

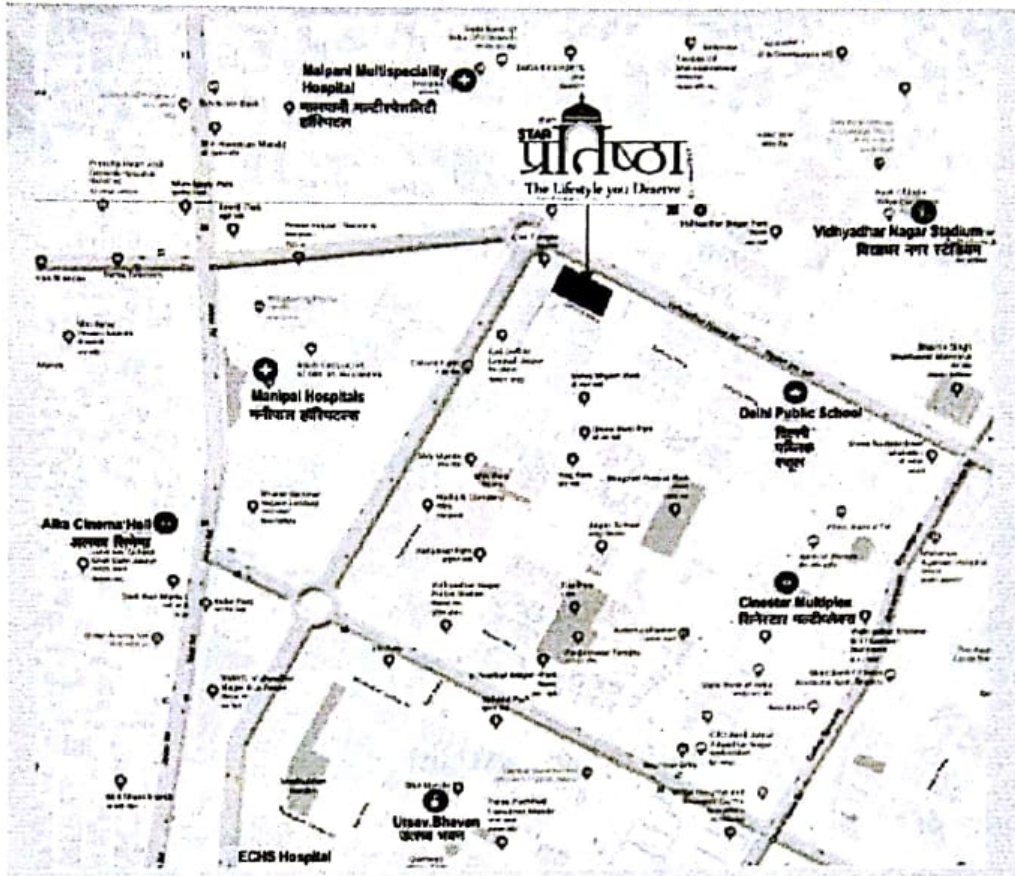
Location Map –

For STAR DEVELOPERS

Signatures of No. [I] and [II] of Promoters

Signature of Allottee(s)

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



SCHEDULE-B

(Description of the Unit)

a. Unit No. _____

b. Floor: _____

c. Type: _____

d. Carpet Area: _____ sq. mtr. (_____ sq. ft.)

e. Exclusive Balconies
For STAR DEVELOPERS

[Signature]
PARTNER

Signatures of No. (I) and (II) of Promoters

Signature of Allottee(s)

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

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- i. Balcony one: _____ sq. mtr. (_____ sq. ft.)
- ii. Balcony two: _____ sq. mtr. (_____ sq. ft.)
- f. Built-up area: _____
- g. Super Built-up Area: _____

SCHEDULE-C

PART-I

(Total Price of the Unit)

The total price of the Unit is Rs. _____ (Rs. _____) is as follows:

Price of the Unit: _____

Less: Discount: _____

Total Price: _____

SCHEDULE-C

PART-II

(Payment Schedule)

Stage of development works and completion of	Percentage of the Total Price	Instalment amount in Rupees	Period within which the instalment is to be paid by the
--	-------------------------------	-----------------------------	---

For STAR DEVELOPERS

Signatures of No. (I) and (II) of Promoters

Signature of Allottee(s)

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

Unit			Allottee
At the time of booking	10%		
Within 15 days of Booking	10%		
On casting of 1 st slab	15%		
On casting of 2 nd slab	15%		
On casting of 3 rd slab	15%		
On casting of 4 th slab	15%		
On casting of 5 th slab	10%		
On completion of brick work of respective flat	5%		
On possession intimation	5% + Maintenance security deposit and 1 year Maintenance charges + any other charges.		
Total			

Note:

1. Amount reflected above is exclusive of GST, interest, stamp duty and registration charges.

For STAR DEVELOPERS

Signatures of No. [I] and [II] of Promoters

Signature of Allottee(s)

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

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2. The Promoters offers various payment plans and the Allottee(s) has the option to choose the plan he/she wishes to opt as per his/her convenience.

SCHEDULE-D

(Details of common areas, facilities and amenities of the Project)

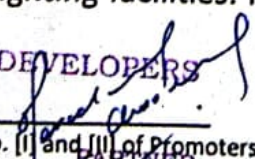
- (i) The Scheduled Land;
- (ii) The stair cases, lifts, lift lobbies, fire escapes, common entrances and exits of buildings;
- (iii) The common basements, parks, play areas, open parking areas and common storage spaces;
- (iv) Guard Room ,boundary wall, entrance and exit gate, bore well, common toilets, lobbies etc.
- (v) Installations of central services such as electricity, water and sanitation, system for water conversation and renewable energy;
- (vi) Water tanks, pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;

SCHEDULE-E

(Detailed plan of Development Works to be undertaken)

The Promoters have conceived a detailed plan of following development works to be developed in the Project:

- (i) Fire fighting facilities: Fire fighting equipments/facilities will be provided in

For STAR DEVELOPERS


Signatures of No. (i) and (ii) of Promoters
PARTNER

Signature of Allottee(s)

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

the Project as per the prevailing guidelines;

- (ii) Water supply – The provision of water supply is being done as per the prevailing norms. Supply from PHED and /or other concern department shall take place in due course and therefore till that time water shall be obtained through water tankers by the Allottee .
- (iii) Electricity supply- as per J.V.N.L norms
- (iv) Sewage Treatment Plant- The promoter proposes / has installed an STP for treatment of sewerage .
- (v) Rain water harvesting will be done as per norms.

SCHEDULE-F

(Specifications)

Specification of Material	
Cement	PPC/OPC cement
Steel	Fe 415 & Fe 500
C P Fittings	Renowned Brands
Sanitary Wares	Renowned Brands
CPVC Pipes	Renowned Brands
UPVC/SWR Pipes	Renowned Brands
Tiles	Vitrified Tiles
Wall Tiles	Ceramic Tiles
Paint	Renowned Brands
Passenger Elevator	Gearless Elevator

For STAR DEVELOPERS

PARTNER

Signatures of No. [I] and [II] of Promoters

Signature of Allottee(s)

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

Wires	ISI Mark
Transformer	ISI Mark
Diesel Generator	Air/ water cooled
Fire safety Equipment	ISI Mark

SCHEDULE-G

(Stage-wise time schedule of completion of Project))

S.No.	Stage	Details of work to be completed	Date by which the works are to be completed
1.	Completion of structure of building		31-12-2019
2.	Completion of development works(internal/external development works)		31-03-2021
3.	Grace period of 6 months		30-09-2021
4.	Finishing and Handover		30-09-2021

Annexure-I

Site Layout Plan

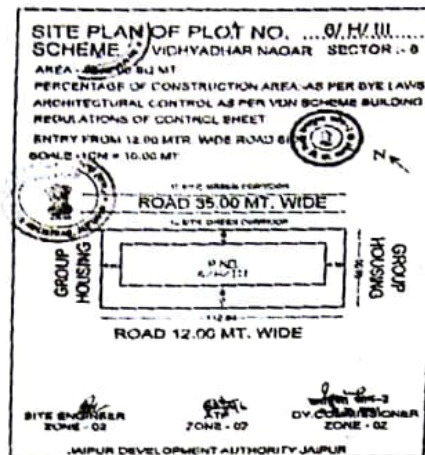
For STAR DEVELOPERS

PARTNER

Signatures of No. [I] and [II] of Promoters

Signature of Allottee(s)

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



Approved plan to be attached

Annexure-II

Building Plan Letter

Approved plan to be attached

Annexure-III

Unit Plan

From Broucher

For STAR DEVELOPERS

PARTNER

Signatures of No. [I] and [II] of Promoters

Signature of Allottee(s)

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



AFFIDAVIT CUM DECLARATION

AFFIDAVIT CUM DECLARATION of Mr. Tara Chand Choudhary and Mr. Binod Maheshwari, duly authorized by the Partners of the project "STAR PRATISHTHA" vide its authorization dated 06.10.2018.

We **Tara Chand Choudhary**, Son of Mr. Banna Ram Choudhary, aged 40 years, R/o 45, Sethi Marg, Vijaybari Path no 7, Jaipur, Rajasthan and **Mr. Binod Maheshwari** S/o Champa Lal Maheshwari, aged about 37 years, R/o 4125, Rangoli Garden, Vaishali Nagar, Jaipur, Rajasthan are duly authorized by M/s STAR DEVELOPERS, promoters of the proposed project do hereby solemnly declare, undertake and state as under:-

- 1) That Agreement for Sale for the project **STAR PRATISHTHA** has been prepared on the basis of substance of the performa of Agreement for Sale provided under Rajasthan Real Estate (Regulation and Development) Rules, 2017 ("Rajasthan RERA Rules") by customizing the same as per the requirement of our project and the contractual terms offered by us to the customers, while observing the framework of Real Estate (Regulation and Development) Act, 2016 ("RERA") and Rajasthan RERA Rules.
- 2) We undertake that such additions/amendments are not contrary to the provisions of Real Estate (Regulation and Development) Act, 2016 ("RERA") and Rajasthan RERA Rules.
- 3) That if any clause or portion of the Agreement for Sale is declared to be in violation of the RERA and Rajasthan RERA Rules, the same shall be deemed to be non-existent.
- 4) That till date we have not sold/allotted any unit to any person in this Project.

For STAR DEVELOPERS

For STAR DEVELOPERS

[Signature]
PARTNER

[Signature]
PARTNER
Deponents

Verification

We **Tara Chand Choudhary**, Son of Mr. Banna Ram Choudhary, aged 40 years, R/o 45, Sethi Marg, Vijaybari Path no 7, Jaipur, Rajasthan and **Mr. Binod Maheshwari** S/o Champa Lal Maheshwari, aged about 37 years, R/o 4125, Rangoli Garden, Vaishali Nagar, Jaipur, Rajasthan, do hereby verify that the contents in para No. 1 to 4 of my above Affidavit cum Declaration are true and correct and nothing material has been concealed by me there from.

Verified by me at **JAIPUR** on this **17** day of **OCT** 2018.

For STAR DEVELOPERS

For STAR DEVELOPERS

ATTESTED
[Signature]
Subhash Chandra
Notary Public
Jaipur (Rajasthan)

18 OCT 2018

[Signature]
PARTNER

[Signature]
Deponents PARTNER

रजि. नं. 472 दिनांक 17.06.2018

मुद्रण का मूल्य 50

नाम 2222 594222

पिता/पति

निवास स्थान 126 उत्तरी एवर विद्याधर नगर
मुद्रांक खरीदने का आधार 222222

उमेश कुमार शर्मा
जी-66, टाईम स्क्वायर
सेन्ट्रल स्पाईन, विद्याधर नगर
जयपुर-ला. नं. 13/2017

17 OCT 2018

राजस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत स्टाम्प राशि पर प्रभारित अधिभार	
आधारभूत अवतरचना सुविधाओं हेतु (भाग-3-70)-10% रुपये	5
मध्य और उत्तर प्रदेश में लक्ष्य और संग्रह हेतु (भाग-3-71)-10% रुपये	5
कुल योग	10
हस्ताक्षर स्टाम्प वेब	