



AFFIDAVIT CUM DECLARATION

AFFIDAVIT CUM DECLARATION of Mr. Tara Chand Choudhary and Mr. Binod Maheshwari, duly authorized by the Partners of the project "SHIVA" vide its authorization dated 11.03.2024.

We Tara Chand Choudhary, Son of Mr. Banna Ram Choudhary, aged 45 years, R/o 45, Sethi Marg, Vijaybari Path no 7, Jaipur, Rajasthan and Mr. Binod Maheshwari S/o Champa Lal Maheshwari, aged about 43 years, R/o 4125, Rangoli Garden, Vaishali Nagar, Jaipur, Rajasthan are duly authorized by M/s STAR DEVELOPER, promoters of the proposed project do hereby solemnly declare, undertake and state as under:-

- 1) That Agreement for Sale for the project SHIVA 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

PARTNER

For STAR DEVELOPERS

PARTNER
Deponents

Verification

We Tara Chand Choudhary, Son of Mr. Banna Ram Choudhary, aged 45 years, R/o 45, Sethi Marg, Vijaybari Path no 7, Jaipur, Rajasthan and Mr. Binod Maheshwari S/o Champa Lal Maheshwari, aged about 43 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 _____ day of May 2024.

ATTESTED

NOTARY PUBLIC
JAIPUR DISTTICITY (RAJ.)

21 MAY 2024

PARTNER

For STAR DEVELOPERS

PARTNER
Deponents

रजि.नं. 12229 दिनांक:- 21 MAR 2024

मुद्रांक/स्टाम्प का मूल्य:- 100

नाम:-

पिता/पति का नाम:-

निवास/पता:-

मुद्रांक/स्टाम्प खरीदने का आधार:-

(Signature)

पंकज अग्रवाल
G-34, दयुलिपि एन्क्लेव,
सैन्ट्रल स्पाईन, विद्याधर नगर,
जयपुर, लाईसन्स नं.-10/2012

21 MAR 2024

स्टाम्प क्रेता के हस्ताक्षर

स्टाम्प क्रेता का नाम

मोबाईल नं.-

आधारकार्ड नं.-

राजस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत स्टाम्प राशि पर प्रभारित अधिभार	
1-आधारभूत संरचना सुविधाओं हेतु (धारा 3-क)-10% रुपये-	10
2- गाय और उसकी नस्ल के संरक्षण और संवर्धन हेतु (धारा 3-ख)-10% रुपये-	10
3- प्राकृतिक आपदाओं एवं मानव निर्मित आपदाओं के नियंत्रण हेतु (धारा 3-ख)-10% रुपये-	10
कुल योग-30% रुपये-	30
<i>(Signature)</i> हस्ताक्षर स्टाम्प वेन्डर पंकज अग्रवाल ला0न0:-10/2012	

FORM-G**AGREEMENT FOR SALE**

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

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

This Agreement for Sale, hereinafter referred to as the Agreement, is executed at Jaipur on this
.....day of Two thousand and twenty four.

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, Jaipur- 302039 and its PAN is ADOFS4937K represented by its authorized signatory Mr TARACHAND CHOUDHARY (Aadhar No. xxxxxxxx7941) S/o Shri. Banna Ram Choudhary, And/or Mr. BINOD MAHESHWARI S/o Shri Champalal Maheshwari, (Aadhar No- xxxxxxxx9928), duly authorized vide authority letter dated _____ issued by the Partners of the Partnership firm 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), administrator(s), executor(s) including those of the respective partners in interest);
- II. Om Prakash Kaushik S/o Late Hari Prasad Kaushik (aadhar number 707925676669), Vijay Prakash Kaushik S/o Late Hari Prasad Kaushik (aadhar number 497593476466) , Chandra Prakash Kaushik S/o Late Hari Prasad Kaushik (aadhar number 853751263977) Ashok Kaushik (aadhar number 667538024079 and Shashi Mohan Kaushik aadhar number 489657928357 both S/o Late Bal Kishan Sharma, Nikhil Kaushik aadhar number 347600042449 & Alok Kaushik aadhar number

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.

468429284629 both sons of Late Shri Kamal Kaushik ,Sushila Kaushik W/o Late Vimal Kumar Kaushik (aadhar number 873535691406), Pankaj Kaushik S/o Late Vimal Kumar Kaushik (aadhar number 704250639354), Kunal Kaushik S/o Late Vimal Kumar Kaushik (aadhar number 685641574030) Urmila Kaushik W/o Arun Ray aadhar number 944540748163), Devyani Kaushik W/o Amitabh Kaushik (aadhar number 262676448923), Seema Kaushik W/o Ashutosh Kaushik (aadhar number 645993819967), Shivani Kaushik W/o Avinash Kaushik (aadhar number 557747083907) through their joint Power of Attorney Mr./Ms. _____ s/o _____ (Aadhar No. _____) [which expression shall, unless repugnant to the context or meaning thereof be deemed to mean and include their legal successors, administrator(s), executor(s) and permitted assignee(s)) (LANDOWNERS/CO-PROMOTERS)

Hereinafter Nos. [I] and [II] referred to collectively as "the Promoters" and where the context so permits, referred to as "Nos. [I] & [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 "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) "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

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.

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 in the Project intended and/or capable of being independently and exclusively occupied and intended to be used for residential purpose, as the case may be in 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 uncovered, 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, 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) **"Limited Common Areas and Facilities"** means those common areas and facilities which are designated in writing by the Promoter before the allotment, sale or other transfer of any apartment as reserved for use of certain apartment or apartments or flat/unit(s) to the exclusion of the other apartments or flat / unit.
- j) **"Interest"** means the interest payable at the rate specified in rule 17 of the rules;
- k) **"Para"** means a Para of this Agreement;
- l) **"Maintenance Society"** shall mean the society, association or body, by whatever name called,

For STAR DEVELOPERS

 PARTNER

that may be formed under clause (c) of sub-section (4) of section 11 of the Act;

- m) "Regulation" means the Regulation made under the Act;
- n) "Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- o) "Schedule" means the Schedule attached to this Agreement; and
- p) "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 the land No. D-40, Madho Singh Circle, Bani Park Tehsil/City Jaipur District Rajasthan with a total area admeasuring of 4009.85 sq. yards (hereinafter referred to as 'Land' and more fully described in the Schedule-I).

B. The owner of the land is Om Prakash Kaushik S/o Late Hari Prasad Kaushik (aadhar number 707925676669), Vijay Prakash Kaushik S/o Late Hari Prasad Kaushik (aadhar number 497593476466), Chandra Prakash Kaushik S/o Late Hari Prasad Kaushik (aadhar number 853751263977), Ashok Kaushik (aadhar number 667538024079 and Shashi Mohan Kaushik aadhar number 489657928357 both are S/o Late Bal Kishan Sharma, Nikhil Kaushik aadhar number 347600042449 & Alok Kaushik aadhar number 468429284629 both are sons of Late Shri Kamal Kaushik, Sushila Kaushik W/o Late Vimal Kumar Kaushik (aadhar number 873535691406), Pankaj Kaushik S/o Late Vimal Kumar Kaushik (aadhar number 704250639354), Kunal Kaushik S/o Late Vimal Kumar Kaushik (aadhar number 685641574030); Urmila Kaushik W/o Arun Rai aadhar number 944540748163), Devyani Kaushik W/o Amitabh Kaushik (aadhar number 262676448923), Seema Kaushik W/o Ashutosh Kaushik (aadhar number 645993819967), Shivani Kaushik W/o Avinash Kaushik (aadhar number 557747083907), as stated in the Freehold Patta no. 1260 dated 07.08.2023 issued jointly in the name of above mentioned owners by Nagar Nigam Heritage, Jaipur for No. D- 40 total area 4009.85 Sq.yard along with site plan which was duly registered on 16.08.2023 in Book-I, Zild/Volume no. 1016 at Page no. 35 at Sr. no. 202303017114885 and in Additional book no. 1, Zild/ Volume no. 4087 at Page no. 21 to 34 in the Office of the Sub-Registrar- III, Jaipur. The consent of such owner of the Land has been taken and as such a collaboration agreement/development agreement /joint development agreement has been entered into between the Promoter and the aforesaid owner of the Land for developing the Project and such agreement has been registered on 10.8.2023 in the office of Sub- Registrar III, Jaipur in its Book-I, Zild/Volume no. 1014 at Page no. 152 at Sr. no. 202303017114602 and in Additional book no. 1, Zild/ Volume no.4081 at Page no.

For STAR DEVELOPERS
PARTNER

347 to 474 along with power of attorney registered on 10.8.2023 in the office of Sub- Registrar III, Jaipur in its Book-6, Zild/Volume no. 0 at Page no. 75 at Sr. no. 202303017600005 and in Additional book no. 6, Zild/ Volume no. 0 at Page no. 583 to 606.

- C. The said land is earmarked for the purpose of residential project, comprising B1+B2+Stilt+12 Floor multistoried apartment buildings and [insert any other components of the Projects] and the said project shall be known as "SHIVA")
- D. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Promoter regarding the said land on which Project is to be constructed have been completed.
- E. The Nagar Nigam Jaipur Heritage has granted the commencement certificate to develop the Project vide its approval number F 13(UPA.AYO.PRATHAM/N.NI.J/2024/825 dated 29.01.2024.
- F. The land is free from all encumbrances.
- G. The Promoter has conceived, planned and is in the process of constructing and developing a real estate project known as "SHIVA", (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments/ s/ buildings and includes the common areas, Limited Common Area & Facilities , the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land admeasuring 4009.85 sq. yards (3352.74 sq m.) situated at No. D- 40 respectively. The location details are fully described in the Schedule-I.
- 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.rera.rajasthan.gov.in) of the Authority.
- I. The layout plan/ site plan of the Project has been sanctioned vide No F-56 C.L.Z/N.Na.J/2023/3650 dated 7.8.2023 by the Jaipur Nagar Nigam, and copy of which is enclosed as Schedule-2.
- J. Approval of specifications of the Project and permission of building construction upto 39.9 meters (B1+ B2+ Stilt+ 12floor) under the relevant legal provisions has been accorded vide No. F 13(UPA.AYO.PRATHAM/N.NI.J/2024/825 dated 29.01.2024 by the NAGAR NIGAM JAIPUR, HERITAGE (competent authority).

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.

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

K. The details of Floor plan of the Apartment No _____ and for tower/ block of the Project is given in **Schedule-3**.

L. The details of plan of development works to be executed in the proposed Project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, emergency evacuation services, use of renewable energy etc., as provided under clause (e) of sub-section (2) of section 4, are as per Schedule-6.

M. The details of salient features of the proposed Project including access to the project, design for electric supply including street lighting, water supply arrangements and site for disposal and treatment of storm and sullage water, any other facilities and amenities or public health services and other internal development works proposed to be provided in the Project are as per Schedule-6.

N. The details of other external development works to be taken for the Project are as per Schedule-7:-

O. The details of specifications of material used in construction are as under - All ISI marked products or "A" grade products as per industry standards shall be used in construction.

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:-

Stage	Date by which the works are proposed to be completed	Details of works to be completed

Q. Temporary fire NOC for the Project ,after completion of Project.

R. The Airport Authority of India has also granted NOC for height clearance for the Project vide No..... date....., Not Applicable. (As per color coding map of Airport Authority of India, Airport NOC is not required for the height sanctioned for this project.)

S. Environmental Clearance from the department concerned has been obtained of the Project

For STAR DEVELOPERS

 PARTNER

Not Applicable.

T. Public Health & Engineering Department has also given NOC for developing the Project

.....

U. The Promoter has opened a separate account in Branch -Vidyadhar Nagar of IDBI

Bank 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, has applied for allotment and to purchase a Apartment (hereinafter referred to as the '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 as provided in sub-section of section (13) and agrees to make timely and complete payments of the remaining sale price as well as other dues under this Agreement as per terms and conditions of this Agreement.

W. The Alottee has applied for an apartment in the Project vide application no. _____ dated..... and has been allotted apartment no. having carpet area of square feet, type on floor in [tower/block/building] no. ("Building") along with garage/covered parking no. admeasuring square feet in the 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/stilt car parking in the Project.

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 otherto 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

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

purchase the [Apartment] and the garage/covered parking (if applicable) as specified in Para V.

AA. The details of limited common areas and facilities are as under which is more clearly described/ depicted in Schedule- 2-III:

The area exclusively earmarked for particular Allottees by the Promoter shall form part of Limited Common Areas for use and enjoyment of those Allottees only to the exclusion of other Allottees.

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 / as specified in para 'W'.

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

Block/Building/Tower no. _____ Apartment no. Type..... Floor.....	Rate of Apartment per square feet*
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)

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

For STAR DEVELOPERS

PARTNER

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Signature of Allottee(s)

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Total price (in Rupees)	_____

Explanation :

- (i) The Total Price above includes the booking amounts of Rs..... (Rupees.....) paid by the allottee to the Promoter towards the Apartment 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 to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate:
- Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Promoter shall be increased/ reduced based on such change/ modification:
- Provided further that if there is any increase in the taxes after the expiry of the schedule date of completion of the Project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;
- (iii) The Promoter shall periodically intimate to the Allottee(s), the amount payable as stated in (i) above and the Allottee(s) shall make payment demanded by the Promoter within the time and "in the manner specified therein. In addition, the Promoter shall provide to the Allottee(s) the details of the taxes paid or demanded along with the Acts/rules/notifications together with dates from which such taxes/levies etc. have been imposed or become effective;
- (iv) The Total Price of Apartment 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

For STAR DEVELOPERS

PARTNER

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 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 Allottees(s) agrees and undertakes to pay the balance amount of Rs..... of the total price strictly in accordance with the payment plan given below:

Stage of development works & completion of the Unit (with detailsof works)	Percentage of the Total Price as calculated under Term & Condition No. 1.2	Installment Amount inRs.	Period within which the installment amount is to be paid by the Allottee
Total			

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

For STAR DEVELOPERS

PARTNER

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 without the previous written consent of the 2/3rd of the Allottee(s) as per the provisions of the Act and the Allottee(s) hereby agrees that such consent shall not be unreasonably withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking such consent through Registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the date of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.

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

- 1.7 (Applicable in case of Apartment) The Promoter shall confirm to the final carpet areas that has been allotted the Allottee after in construction of the building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the charges, 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 then 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 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

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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 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 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.

1.9 It is made clear by the Promoter and the Allottee agrees that the Apartment 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 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 (including land cost, ground rent, municipal or other local taxes, charges for water or electricity, maintenance charges, including mortgage loan and interest on mortgages or other encumbrances and such other liabilities payable to competent authorities, banks and financial institutions, which are related to the Project). If the Promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) or any liability, mortgage loan and interest thereon before transferring the Apartment to the Allottee(s), the Promoter agrees to be liable, even after the transfer of the property, to pay such outgoings/ dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

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 at the time of application the receipt of which the Promoter hereby acknowledges and the Allottee hereby agrees to pay the remaining price

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of the Apartment 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).

- 1.12 The Allottee(s) agrees and understands that the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which they shall be free to deal with, in accordance with Applicable Laws.
- 1.13 The Allottee(s) hereby agrees and acknowledges that the Promoter shall not be under any obligation to provide any services and/or facilities except as specifically mentioned in this Agreement.
- 1.14 That the project shall always be known as "SHIVA" by Star Group and the name of the project shall not be changed without the written consent of the promoter.

2. MODE OF PAYMENT:

Subject to the terms of the agreement and the Promoter abiding by the construction milestones, the Allottee 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 STAR DEVELOPERS A/C SHIVA-COLLECTION payable at Jaipur. The receipt would be valid only after realization of the said payee cheque/ demand draft/ banker's cheque and effect of credit in account of the Promoter.

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

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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.

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 apply for herein in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. ADJUSTEMENT/ APPROPRIATION OF PAYMENTS:

The Allottee authorized the Promoter to adjust/ appropriate all payments made by him/her under any head of dues against lawful outstanding of the Allottee against the Apartment, 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 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:

- 6.1 The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment 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 such plans approved by the competent authorities and shall also strictly abide by the bye-laws, FAR, and density norms and provisions prescribed by the relevant building bye-laws and shall not have an option to make any variation/ alteration/ modification in such plans, other than in the manner provided under the Act, and breach of this term by the Promoter shall constitute a material breach of this Agreement.

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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.

7. POSSESSION OF THE APARTMENT:

7.1 Schedule for possession of the said Apartment- The Promoter agrees and understands that timely delivery of possession of the Apartment 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 along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 31/05/2028, 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, 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, to the Allottee(s) in terms of this Agreement to be taken within 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, 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 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

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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 to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:

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

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

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. 100 per sq. ft. on Super Built Up 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 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(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

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received by him in respect of the Apartment, 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, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER :

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

- (i) The Promoter has absolute, clear and marketable title with respect to the 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 Promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the Project;
- (iii) There are no encumbrances upon the 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 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;

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- (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 along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Promoter in respect of the said Land and/or the Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

9.1 Subject to the *Force Majeure* clause, the Promoter shall be considered under a condition of default, in the following events, namely:-

- (i) The Promoter fails to provide ready to move in possession of the Apartment /Flat to the Allottee(s) within the time period specified in Term No. 7.1 above in this Agreement or fails to complete the Project within the stipulated time disclosed at the time of registration of the Project with the Authority. For the purpose of this clause, 'ready to move in possession' shall mean that the Apartment or Flat shall be in a habitable condition which is complete in all respects including the provision of all specifications, 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

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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, 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 two 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.

10. CONVEYANCE OF THE UNIT:

The Promoter, on receipt of Total Price of the Apartment as per Term No.1.2 under the Agreement from the Allottee shall execute a conveyance deed and convey the title of the Apartment 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. MAINTENANCE OF THE SAID BUILDING/ APARTMENT PROJECT:

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- i. 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. However, even after issuance of the occupancy certificate of the project, promoter can charge the maintenance from the allottees till the actual handover of common areas of the project is handed over to the society, meaning thereby even if there is certain delay in handing over the common areas of the project to the society even after issuance of Occupancy Certificate, for the whatsoever reason or because of fault of society or promoter, in these circumstances the allottee will be liable to pay the maintenance charges to the Promoter at the rate decided by the promoter on the basis of actual maintenance expenses of the project.
- ii. That Maintenance Association of allottees of Apartments in the Project shall be formed with the main object to take over the responsibility of maintenance management of Common Area and Facilities of Project and with such other object or purpose and in such manner and to such extent as the Promoter and or Maintenance Association may decide from time to time keeping in view the best interest of the allottees in the Project. The allottees of the Project shall become the members of the Maintenance Association. The Allottee(s) agrees and undertakes to abide by and comply with bye-laws and rules and regulation of such Maintenance Association.
- iii. Until the takeover of Common Areas and Facilities of the Project, the Promoter shall either itself or through its maintenance agency shall maintain the Common Areas and Facilities of Project and shall have all the rights and authorities of the Maintenance Association, in addition to the rights expressly mentioned herein, to enable proper maintenance of the Common Areas and Common Facilities of Project. The Promoter shall handover the Common Areas and Facilities of the Project to the Maintenance Association in accordance with the Act, and thereafter the Maintenance Association will take care of the Common Areas and Facilities of the Project. However, The Maintenance Association may further appoint any professional agency to maintain such Common Areas and Common Facilities of the Project and further operate the Club House as per the terms and conditions derived or made.
- iv. The occupants of the project shall be liable and responsible to pay the amount of maintenance fund (Interest Free Maintenance Deposit) (IFMD) apart from maintenance charges at the time of sale deed execution, to the promoter. It is further clarified here that the promoter shall then transfer the IFMD to the Maintenance Society without any interest upon takeover of maintenance of common areas and facilities in the Project by the Maintenance Society.

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- v. The Allottee(s) 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 handover of Common Areas and Common Facilities of the Project to Maintenance Association as per the Act, it shall be the sole responsibility of the Maintenance Association/Maintenance Agency, to run and maintain the Common Areas, Limited Common Areas and Common Facilities of Project, and to determine from time to time the rate and amount of combined expenses and outgoings for the Common Areas and Common Facilities of Project recoverable proportionately from the Allottee(s) and from all other parties and the Allottee(s) agrees that he shall be liable to pay the said combined expenses and outgoings and other dues to the Maintenance Association Maintenance Agency, from time to time & regularly.
- vi. The Allottee(s) hereby agrees that his/her right to the use of Common Areas and Common Facilities of the Project shall be subject to timely payment of total maintenance charges, as determined and thereafter billed by the Maintenance Association/Maintenance Agency and performance by the Allottee(s) of all his/her obligations in respect of the terms and conditions specified by the Maintenance Association/ Maintenance Agency from time to time. The Allottee shall be liable to pay interest computed at Interest Rate for any delay in payment of maintenance charges.
- vii. Allottee(s) shall be bound by all the terms and conditions of Bye-Laws, maintenance agreement and any other agreement entered by the Maintenance Association/Maintenance Agency and any decisions taken by the Maintenance Association/ Maintenance Agency as per its Bye -Laws.
- viii. The Allottee(s) shall be liable to pay proportionate cost of insurance of Project Land and Project, cost of formation of the society and related charges. If the same has borne by the promoter the same shall be payable to the promoter.
- ix. The applicable maintenance charges payable in advance every quarter at such rate as notified by the developer promoter at the time of handing over of common area to the Society. Interest at such rate as may be notified on delay of payment of Maintenance charges. Willful defaulters shall be deprived of common facilities or face action as decided by the society.

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, 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

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

Signature of Allottee(s)

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defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case any damage to the Unit is caused by the Allottee(s) and/or any reasonable wear and tear and /or any damage caused due to Force Majeure shall not be covered under Defect Liability period.

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 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:

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 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 APARTMENT:

15.1 Subject to Term 12 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment, 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, and keep the said Apartment, 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 grants 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 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 shall store any

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hazardous or combustible goods in the Apartment 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.

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. That all fixture and fitting including but limited to air conditioners, coolers etc. shall be installed by the Allottee(s) at place earmarked or approved by the Promoter/ Residents' Association and nowhere else. The non-observance of the provisions of this clause shall entitle the Promoter or Residents' Association, as the case may be, to enter the Unit, if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee(s).

15.5. The Allottee(s) shall not raise any construction whether temporary or permanent on the rear/ front balcony / lawns / roof-top/ terrace under his/her/ its use.

15.6 It is in the interest of the Allottee(s), to help the Residents' Association in effectively keeping the Unit and/or the Project secured in all ways, For the purpose of security, the Residents' Association would be free to restrict and regulate the entry of visitors into the building/ Project.

15.7. The Allottee(s) shall not use the Unit for any purpose other than as set out under this Agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Project or for any illegal or immoral purpose.

15.8 Allottee(s) shall not throw dirt, rubbish, rags, garbage etc. or permit the same to be thrown from the Unit in the compound or any portion of the Scheduled Land and the building in which the Unit is situated and shall dispose the waste by following the waste disposal mechanism of the Project.

15.9 Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the building/Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the said building/Project and/ or the Unit.

15.10. Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. structure or other structures in the Unit. The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.

15.11 It is clearly understood and so agreed by and between the Parties hereto that all the provisions contained herein and the obligation arising hereunder in respect of apartment/ Project

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shall be applicable to and enforceable against any and all occupants, tenants, licenses and or subsequent allottee(s)/ assignees / nominees / endorers / family members of the Allottee(s), as the said obligations go along the apartment for all intents and purposes irrespective of the fact whether the entry of such occupants, tenants, licenses and/or subsequent allottee(s)/ assignees / nominees / endorers family members of the Allottee(s) in the apartment is permissive or hostile.

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

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

17. 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.

18. BINDING EFFECT :

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

18A. THE RAJASTHAN APARTMENT OWNERSHIP ACT, 2015:

The Promoter has assured the Allottee(s) that the project in its entirety is in accordance with the provisions of the Rajasthan Apartment Ownership Act, 2015 (Act No. 12 of 2019) and that the

For STAR DEVELOPERS
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Promoter shall comply with the provisions of the said Act and rules and regulations made thereunder. The Promoter has further assured the Allottee(s) that the various other Acts, rules and regulations prevailing in the State of Rajasthan shall always be complied with by him in the Project.

19. 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 / Building, as the case may be.

20. RIGHT TO AMEND:

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

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

22. WAIVER NOT A LIMITATION TO ENFORCE:

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

23. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made 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

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purpose of this Agreement and to the extent necessary to conform to "the Act or the Rules and Regulations made thereunder or the applicable law, as the case maybe, and remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

24. 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 bears to the total carpet area of all the Apartments/s in the Project.

25. 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.

26. 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 _____.

27. 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
Address	Address.....

It shall be the duty of the Parties to inform each other of any changes subsequent to the execution of

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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.

28. 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).

29. SAVINGS:

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

30. 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.

31. 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.

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

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over such clause and the Promoter shall bear the consequences thereof.))

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

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

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

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

PROMOTER
For and on behalf of M/s
Name M/s Star Developers
Signature
Designation

WITNESSES
1- Signature
Name
Address
2- Signature
Name
Address

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.

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)
D-40, Madho Singh Circle, Bani Park Tehsil/City <u>Jaipur</u> District <u>Rajasthan</u>	D-40	4009.85 Sq. Yards (3352.74 sq. m.)
	Total Area	4009.85 Sq. Yards (3352.74 sq. m.)

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

.....

In South

In East

In West

And measuring

North to South

East to West

- 3- Latitude/ Longitude of the end points of the ProjectIn North

.....

In South

In East

In West

- 4- Other details of the location of the Project

a) On Madho Singh Circle

- 5- Location Map

For STAR DEVELOPERS

 PARTNER

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

SCHEDULE-3
(Floor Plan of the Apartment and Block/ Tower in the Project)

SCHEDULE-4
[Description of the Apartment/Plot and Garage/Covered Parking (if applicable)alongwith boundaries in all four directions]

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)

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)

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.