



STARINDIA
Construction Pvt. Ltd.

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CIN : U45201BR1995PTC006640

PERFORMA OF CONVEYANCE DEED

We Star India Construction Pvt Ltd, having registered office at 210, Adharshila Complex, South Gandhi Maidan, Patna-800001, through it Director Basant Kumar do hereby confirm that, we shall execute sale deed & convey the title of the flat along with proportionate individual common area with in _____ months from the date of issuance of the occupancy certificate/completion certificate as the case may be to the allottee, However in case the allottee fails to clear the outstanding and or registration charges within the period mentioned in the notice, we the promoter withhold registration of the conveyance deed in favour of allottee till payments & registration charges is received by us from the allottee.

Director

For Star India Cons. Pvt. Ltd.

Basant Kumar
Signature.

(An ISO 9001 : 2008 Certified Company)

Registered Office : 210, Adharshila Complex, Beside RBI, South Gandhi Maidan, Patna, Bihar - 800 001 ☎ 1800 270 0482

Corporate Office : Plot No. : LH-150, Near Kidwaipuri Post Office, Rd. No. - 11, Sri Krishna Nagar, Patna, Bihar - 800 001

53 (40)

AGREEMENT FOR SALE (As per RERA)

This Agreement for Sale (Apartment Buyer Agreement) is being executed on this _____ day of _____ / 2021.

By and Between

Star India Construction Pvt. Ltd. CIN No. - U45201BR1995PTC006640, a company incorporated under the provisions of the Companies Act, 1956, having its registered office at 4th Floor Office No. 210, Adharshila Complex, South Gandhi, Maidan, Patna-800001 (PAN-ALYPK3331K), represented by its authorized signatory Mr. Basant Kumar (Aadhar no. 8807 3247 6320) S/O Late Manoranjan Prasad, authorized vide Board Resolution dated 1-8-19 hereinafter referred to as the **"VENDOR/ TRANSFEROR/ SELLER/ VENDOR/ PROMPTER AND VENDOR"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns.)

AND

Mr. _____ (Aadhar No. _____ & PAN - _____ & Mobile - _____) S/O _____, aged about _____, Residing at _____ hereinafter called the Allottee (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his/her heirs, executors, administrators, successors-in interest and permitted assigns).

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

DEFINITIONS:

For the purpose of this Agreement for Sale, unless the context otherwise requires:-

- a) "Act" means the Real Estate (Regulation and Development) Act, 2016.
- b) "Appropriate Government" means the State Government;
- c) "Rules" means the Bihar State Real Estate (Regulation and Development) (General) Rules, 2017 made under the Real Estate (Regulation and Development) Act, 2017;
- d) "Regulations" means the regulations made under the Real Estate (Regulations and Development) Act, 2017;
- e) "section" means a section of the Act

WHEREAS:

- A. The Promoter is the absolute and lawful owner of (Tauji No- _____, Thana No. 20 Khata No. 718, Khasra nos 799/survey nos.) totally admeasuring 7 khatta at Mauza Jalalpur Thana Danapur Dist Patna In Tehsil Phulwarisarif & District PATNA, vide sale deeds/Development Agreement

For Star India Cons. Pvt. Ltd.

[Signature]
Director

For Star India Cons. Pvt. Ltd.

[Signature]
for RERA

Director

- dated **24-04-2017** At the office of the Sub-Registrar **PATNA SADAR**. The owner and the promoter have entered into a development agreement dated **24-04-2017**.
- B. Registrar & (Tauji No- _____ Thana No. **20** Khata No. **718** . Khasra nos **799/survey nos.**) totally admeasuring 7 kattha at **Mauza Jalalpur Thana Danapur Dist Patna In Tehsil Phulwarisarif & District PATNA**, vide sale deeds/Development Agreement dated **24-04-2017** At the office of the Sub-Registrar **PATNA SADAR**. The owner and the promoter have entered into a development agreement dated **24-04-2017** .
- C. The said land is earmarked for the purpose of building a residential project, comprising **B+G+6** multistoried apartment buildings and the said project shall be known as **Dhanraj Complex, Block C, at Patna**.
- 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 Patna Municipal Corporation/Nagar Prishad Danapur/Nizamat has granted the commencement certificate to develop the Project vide approval dated ____/____/____ bearing registration no. NPD/ Jalalpur® B+G+6 and revised Plan Case No. ____/____/____ dated ____/____/____.
- F. The Promoter has obtained the final layout plan, sanctioned plan, specifications and approvals for the project and also for the apartment, plot or buildings, as the case may be, from the **Patna Municipal Corporation** (concerned authority). 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 others laws as applicable;
- G. The Promoter has registered the Project under the provision of the Act with the Bihar Real Estate Regulatory Authority at Patna on ____/____/____ Under registration no. _____.
- H. The Allottee had applied for an apartment into the Project vide application dated ____/____/____ and has been allotted flat no. ____ having carpet area of ____ Square feet, type 2BHK on Ground floor in **Dhanraj Complex, Block C**, along with garage/ parking space for unit no. ____ Block C, admeasuring 80 - 100 Square feet in the, as permissible under the applicable law and of pro rata share in the common areas (common areas) as defined under clause (n) of section 2 of the Act (hereinafter referred to as the Apartment more particularly described in Schedule A and floor plan of the Apartment is annexed hereto and marked as Schedule B)
- I. The parties have gone through all the terms and conditions set out in this Agreement and understood the mutual rights and obligations detailed herein;
- J. If any additional disclosures/details
- K. The parties hereby confirm that they are signing this Agreement with full knowledge of all the laws, rules, regulations, notifications etc, applicable to the project.
- L. The parties relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in

For Star India Cons. Pvt. Ltd.

Director

[Signature]

this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing herein after.

- M. In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Promoter hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment and the garage/covered parking [if applicable] as specified in Para G.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the parties agree as follows:

1. Terms:
 - 1.1 Subject to the terms and conditions as detailed in this Agreement, the Promoter agrees to sell to the Allottee and the Allottee hereby agrees to purchase, the unit _____ in **Dhanraj Complex, Block C** as specified in Para G.
 - 1.2 The total price for the Apartment based on the carpet area is Rs. _____/-
 - 1.3 Rs. _____/- (Rs. In words) given breakup and descriptions:

Block/ Tower	Type	Floor No.	Unit No.	Saleable Unit (Sq. Ft.)	No. of Parkin g	Total Cost of Consideration Amount (Including Cost of Parking & Amenities)
Block C	2BHK	Second	206-C	____ Sq.Ft (C.A) ____ Sq.Ft (S.B.A)	One Car Parkin g Space	Rs. _____/-
(Note:- GST and other taxes, as per Govt. norms, to be borne by Customer)						
(Rs. In words)					Total	Rs. _____/-

Provide breakup of the amounts such as cost of Apartment, Cost of exclusive balcony or verandah areas, cost of exclusive open terrace areas, proportionate cost of common areas, preferential location charges, taxes, maintenance charges if applicable.

Explanation:

- (i) The Total Price above includes the booking amount paid by the allottee to the Promoter towards the Apartment;

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Director

[Signature]

- (ii) The Total Price above excludes Taxes of the apartment/plot to the allottee and the project to the association of allottees 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 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 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; except natural calamities/ unavoidable circumstances
- (iii) The Promoter shall periodically intimate in writing Email, Reg. Post, Speed Post to the Allottee, the amount payable as stated in (i) above and the Allottee 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 the details
- (iv) The Total Price of 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, electric wiring, electric 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 para 11 etc. and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the Project, if the facility is permitted by the authority
- 1.4 The Total price is escalation-free, save and except increases which the Allottee 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 for increase in development charges, cost/charges imposed by the competent authorities, the promoter shall enclose the said notification/order/rule/regulation to the effect along with the demand letter being issued to the Allottee, 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.
- 1.5 The Allottee(s) shall make payment as per the payment plan set out in Schedule C (Payment Plan).
- 1.6 It is agreed that the Promoter shall not make any additions and alterations in the sanctioned plans, layout plans and specifications and the nature of fixtures, fittings and amenities described herein at Schedule D and Schedule E (which shall

be in conformity with the advertisement, prospectus etc. on the basis of which sale is effected) in respect of the apartment, plot or building, as the case may be, without the previous written consent of the Allottee 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, or such minor changes or alterations as per the provisions of the Act in writing.

- 1.7 [Applicable in case of an apartment] The promoter shall confirm to the final carpet area that has been allotted to the Allottee after the construction of the Building is complete and the occupancy certificate is granted by the competent authority, by furnishing details of the changes, if any, in the carpet area. The total price payable for the carpet area shall be recalculated upon confirmation by the Promoter. If there is reduction in the carpet area then the Promoter shall refund the excess money paid by the Allottee paid by the Allottee. If there is any increase in the carpet area of the Apartment allotted to allottee, the Promoter may demand that from the Allottee as per the next milestone of the payment plan as provided in the Schedule C. All these monetary adjustment shall be made at the same rate as per square feet as agreed in para 1.2 of this Agreement.
- 1.8 Subject to para 9.3 the Promoter agrees and acknowledges. The Allottee shall have the right to the Apartment as mentioned below:
- (i) The Allottee shall have exclusive ownership of the (Allotment/Plot)
 - (ii) The Allottee shall also have undivided proportionate share in the Common Areas. Since the share/interest of the Allottee in the common areas is undivided and cannot be divided or separated, the Allottee shall use the Common areas along with other occupants, maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the promoter shall hand over the common areas to the association of allottee's after duly obtaining the completion certificate or occupancy 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's in the common areas, maintenance charges as per para 11 etc; and includes cost for providing all other facilities, amenities and specifications to be provided within the Apartment and the project;
 - (iv) The Allottee has the right to visit the project site to access the extent of development of the project and his apartment/plot, as the case may be; within official hours

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

For Star India Const. Pvt. Ltd.

Director

[Signature]

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 except 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 Allottees of the Project.

The Promoter agrees to pay all outgoings before transferring the physical possession of the Apartment to the Allottees, which it has collected from the allottees, for the payment of outgoings (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 bank and financial institutions, which are related to the project). If the Promoter fails to pay all or any of the outgoings collected by it from the Allottees or any liability, mortgage loan and interest thereon before transferring the apartment to the Allottees, the Promoter agrees to be liable, even after the transfer of the property to pay such outgoings and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken therefore by such authority or person.

The Allottee has paid a sum of Rs. _____/- (Rs. _____) 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 acknowledge and the Allottee hereby agrees to pay the remaining price of the Apartment as prescribed in the payment plan [schedule c] as may be demanded by the promoter within the time and in the manner specified therein:

2. MODE OF PAYMENT:

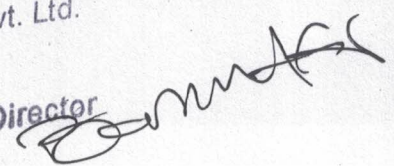
Subject to the terms of the Agreement and the Promoter abiding by the constructions milestones, the Allottee shall make all payments, on written demand by the Promoter within the stipulated time as mentioned in the Payment Plan [Schedule C] through A/c payee Cheque/demand draft/banker Cheque or online payment (as applicable) in favour of **Star India Construction Pvt. Ltd..** Payable at **PATNA.**

3. COMPLAINEE OF LAWS RELATING TO REMITTANCES:

- 3.1 The Allottee, if resident outside India, shall be solely responsible for complying with the necessary formalities as laid down in Foreign Exchange Management Act, 1999, Reserve Bank of India Act, 1934 and the Rules and Regulations made there under or any statutory amendment(s) modification(s) made thereof and all other applicable laws including that of remittance of payment acquisition/sale/transfer of immovable properties in India etc; and provide the Promoter with such permission, approvals 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

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provision of Foreign Exchange Management Act, 1999 or the statutory enactments or amendments thereof and the Rules and Regulations of the Reserve Bank of India or any other applicable law. The Allottee understand 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 the Foreign Exchange Management Act, 1999 or other laws applicable, as amended from time to time.

- 3.2 The Promoter accepts no responsibility in regard to matters specified in Para 3.1 above. The allottee shall keep the Promoter fully indemnified and harmless in this regard. 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 Promoter immediately including his/her contact no., email id., Whats app no. 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 any Allottee and such third party shall not have any right in the application/allotment of the said apartment applied for herein any way and the Promoter shall be issuing the payment receipts in favor of the Allottee only.

4. **ADJUSTMENT/APPROPRIATION OF PAYMENTS:**

The Allottee authorizes the Promoter to adjust/appropriate all payments made by him/her under any head(s) 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**

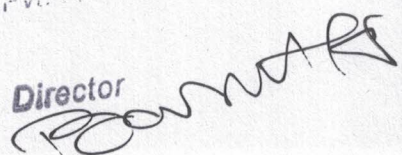
The Promoter shall abide by the time schedule for completing the project as disclosed at the time of registration of the project with the Authority and towards handing over the Apartment to the Allottee and common areas to the association of allottees or the competent authority, as the case may be and on the other hand the Allottee shall also abide by the time schedule for payment against his/her Allotment.

6. **CONSTRUCTION OF THE PROJECT/APARTMENT:**

The Allottee has seen the proposed layout plan, specifications, amenities and facilities of the Apartment and accepted the floor plan, payment plan and the specifications, 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 Bihar State Housing Board/Bihar Building Bye laws 2014 and shall not have an option to make any variation/alteration/modification in such plans, other than in the manner

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provided under the Act, and breach of this term by the Promoter shall constitute a material breach of the Agreement.

7. POSSESSION OF THE APARTMENT/PLOT:

- 7.1 Schedule for possession of the said Apartment- The Promoter agrees and understands that timely delivery of possession of the flat to the allottee and the common areas to the association of allottees 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 ~~Sep 2020~~ unless there is delay or failure due to war, flood, drought, fire, cyclone, earthquake or any other calamity caused by nature affecting 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 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 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 the entire amount received by the Promoter from the allotment after 45 days from the 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 agrees that he/she shall not have any rights, claim etc, against the Promoter and that the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.
- 7.2 Failure of Allottee to take Possession of Apartment- Upon receiving a written information from the Promoter as per para 7.2, the Allottee shall take possession of the Apartment from 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 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 favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. The Promoter agrees and undertakes to indemnify the Allottee in case of failure of fulfillment of any of the provisions, formalities documentation on part of the Promoter. The Allottee, after taking possession agree(s) to pay the maintenance charges as determined by the Promoter/association of allottees, as the case may be after the issuance of the completion certificate for the project. The Promoter shall hand over the occupancy certificate of the apartment/plot, as the case may be, to the allottee at the time of conveyance of the same.
- 7.3 The Promoter by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Promoter shall give

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possession of the Apartment to the allottee. In case the Allottee fails to take possession within the time provided in para 7.2, such Allottee shall continue to be liable to pay maintenance charges as specified in para 7.2.

7.4 Possession by the Allottee- After obtaining the occupancy certificate and handing over physical possession of the Apartment to the Allottees, it shall be the responsibility of the promoter to handover the necessary documents and plans, including common areas, to the association of Allottee 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 association of the allottees or the competent authority, as the case may be, within thirty days after the obtaining the competition certificate].

7.5 Cancellation by Allottee- the Allottee shall have the right to cancel/withdraw his allotment in the project as provided in the Act.

Provided that where the allottee proposes to cancel/withdraw from the project without any fault of the promoter, the promoter herein is entitled to forfeit the booking amount i.e. 10% of the total cost, paid for the allotment. The balance amount of money paid by the allottee shall be returned by the promoter to the allottee after 45 days of such cancellation.

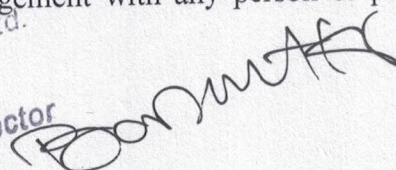
8. REPRESENTATIONS AND WARRANTIES OF THE PROMOTER:

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

- (i) The [Promoter] has absolute, clear and marketable title with respect to the said land; 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 Project;
[In case there are any encumbrances on the land provide details of such encumbrances including any rights, title, interest and name of party in or over such land]
- (iv) There are no litigation pending before any Court of Law or Authority with respect to the Project, said Land and Apartment ;
- (v) All approvals, licenses and permits issued by the competent authorities with respect to the Project, said land and Apartment 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, said land, building and Apartment 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 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

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respect to the said land, including the Project and the said Apartment which will, in any manner, affects the rights of Allottee under this Agreement;

- (viii) The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the said Apartment to the Allottee 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 Apartment to the Allottee and the common areas to the association of allottees or the competent authority, as the case may be;
- (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 Promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damage 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 Apartment, Plot or Building as the case may be along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the allottee and the association of allottees 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 ordinance, 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:

9.1.1 Subject to the force majeure clause the Promoter shall be considered under a condition of Default, in the following events:

- (i) Promoter fails to provide ready to move in possession of the Apartment to the Allottee within the time period specified in para 7.1 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 para, ready to move in possession shall mean that the apartment shall be in 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 of his registration under the provision of the Act or the rules or regulations made there under.

9.2 In case of Default by Promoter under the conditions listed above, Allottee is entitled for the following:

- (i) Stop making further payments to Promoter as demanded by the Promoter. If the Allottee stops making payments, the Promoter shall correct the situation

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by completing the construction milestones and only thereafter the Allottee be required to make the next Payment without any interest; or

- (ii) The Allottee shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee under any head whatsoever towards the purchase of the Apartment.

9.3 The Allottee shall be considered under a condition of Default on the occurrence of the following events:

- (i) In case the Allottee fails to make payments for consecutive demands made by the Promoter as per the Payment Plan annexed hereto despite having been issued notice in that regard the allottee shall be liable to pay interest to the promoter on the unpaid amount at the rate prescribed in the Rules;
- (ii) In case of Default by Allottee under the condition 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 in favour of the Allottee and refund the money paid to him by the allottee by deducting the booking amount in the interest liabilities and this Agreement shall thereupon stands terminated. Provided that the promoter shall intimate the allottee about such termination at least thirty days prior to such termination.

10. CONVEYANCE OF THE SAID APARTMENT:

The Promoter, on receipt of Total price of the Apartment as per Para 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 the Common Areas within 3 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 the absence of local law, the conveyance deed in favour of the allottee shall be carried out by the promoter within 3 months from the date of issue of occupancy certificate]. However, in case the Allottee fails to deposit the stamp duty and/or registration charges within the period mentioned in the notice, the Allottee 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.

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

The Promoter shall be responsible to provide and maintain essential services in the Project till the taking over of the maintenance of the project by the association of allottees upon the issuance of completion certificate of the project. The cost of such maintenance has been included in the Total Price of the Apartment.

12. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/maintenance agency/association of allottees shall have rights of unrestricted access of all Common Areas, garages/covered parking and parking spaces for providing necessary maintenance services and the Allottee agrees to permit the association of allottees and/or maintenance agency to enter into the Apartment or any part thereof, after due notice and during the normal working

For Star India Cons. Pvt. Ltd.

Director

hours, unless the circumstances warrant otherwise, with a view to set right any defect.

13. DEFECT LIABILITY:

In light of Section 2(r) & 2(s) of Bihar Apartment Ownership Act, 2006 it is also agreed between the contracting parties that in case of any unforeseen defect occurred pertaining to right, title and interest in the project property due to co-promoter or landowners as the case may be, the promoter/builder shall not be held only liable for the defective title. In that event the allottee shall sue and claim compensation from the co-promoter or landowners as the case may be

14. USAGE:

Use of Basement and Service Area: The basement(s) and service areas, if any, as located within the **Star India Construction Pvt. Ltd.** – Dhanraj Complex – Block A, 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, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee 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 use by the association of allottee's formed for rendering maintenance services.

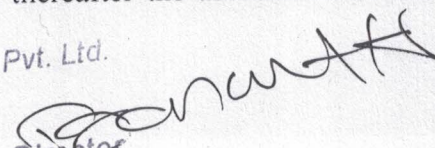
15. GENERAL COMPLAINE WITH RESPECT TO THE APARTMENT:

15.1 Subject to Para 12 above, the Allottee shall, after taking possession, be solely responsible to maintain the 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 Building or the Apartment, or the staircases, lifts, common passages, corridors, circulation areas, atrium or the compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the Apartment and keep the Apartment, its walls and partitions, sewers, drains, pipe and appurtenances thereto or belonging thereto, in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc, of the building is not in any way damaged or jeopardized.

15.2 The Allottee further undertakes, assures and guarantees that he/she would not put any sign board/name plate, neon light, publicity material or advertisement material etc. on the face/façade of the Building or anywhere on the exterior of the Project, building therein or Common Areas. The allottee shall also not change the colour scheme of the outer walls or painting of the exterior side of the windows or carry out any change in the exterior elevation or design. Further the allottee shall not store any hazardous or combustible goods in the Apartment 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 bearing wall of the Apartment.

15.3 The Allottee shall plan and distribute its electrical load in conformity with the electrical system installed by the Promoter and thereafter the association of the

For Star India Cons. Pvt. Ltd.


Director

allottee and/or maintenance agency appointed by association of allottees. The Allottee 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 Apartment with the full knowledge of all laws, rules, regulations, notifications applicable to the Project.

17. ADDITIONAL CONSTRUCTIONS:

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

18. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Promoter executes this Agreement he shall not mortgage or create a charge on the [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 or charge shall not affect the right and interest of the Allottee who has taken or agreed to take such [Apartment/Plot/Building].

19. APARTMENT OWNERSHIP ACT (OF THE RELEVANT STATE):

The Promoter has assured the Allottees that the project in its entirety is in accordance with the provisions of the Bihar Apartment Ownership Act, 2006. The Promoter showing compliance of various laws/regulations as applicable in Bihar Apartment Ownership Act, 2006.

20. BINDING EFFECT:

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

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, constitutes the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any and all understandings, any other agreements, allotment letter, correspondences,

For Star India Cons. Pvt. Ltd.

Director

[Handwritten Signature]

arrangements whether written or oral, if any, between the Parties in regard to the said apartment/plot/building as the case may be.

22. RIGHT TO AMEND:

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

23. PROVISIONS OF THIS AGREEMENT APPLICABLE ON 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 Apartment and the Project shall equally be applicable to and enforceable against and by any subsequent Allottees of the Apartment, in case of a transfer, as the said obligations go along with the Apartment for all intents and purposes.

24. WAIVER NOT A LIMITATION TO ENFORCE:

24.1 The Promoter may, at its sole option and discretion, without prejudice to its right as set out in this Agreement, waive the breach by the Allottee in not making payments as per the Payment Plan [Annexure C] including waiving the payment of interest for delayed payment. It is made clear and so agreed by the Allottee that exercise of discretion by the Promoter in the case of one Allottee shall not be construed to be a precedent and/or binding on the Promoter to exercise such discretion in the case of other Allottees.

24.2 Failure on the 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.

25. SEVERABILITY:

If any provision of this Agreement shall be determined to be void or unenforceable under the Act or the Rules and Regulations made thereunder or under other applicable laws, such provisions of the Agreement shall be deemed amended or deleted in so far as reasonably inconsistent with the purpose of this Agreement and to the extent necessary to conform to Act or the Rules and Regulations made there under or the Applicable Law, as the case may be, and the remaining provisions of this Agreement shall remain valid and enforceable as applicable at the time of execution of this Agreement.

26. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

Wherever in this Agreement it is stipulated that the Allottee has to make any payment, in common with other Allottee(s) in Project, the same shall be the proportion which the carpet area of the Apartment bears to the total carpet area of all the Apartment in the Project.

27. FURTHER ASSURANCES:

Both Parties agree that they shall execute, acknowledge and deliver to the other such instruments and take such other actions, in additions to the instruments and actions specifically provided for herein, as may be reasonably required in order to effectuate the provisions of this Agreement or of any transaction contemplated

For Star India Cons. Pvt. Ltd.

Director

herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

28. PLACE OF EXECUTION:

The execution of this Agreement shall be complete 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 **Patna** after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution of the said Agreement shall be registered at the office of the Sub-Registrar at **Patna and sub registry office Danapur**. Hence this Agreement shall be deemed to have been executed at **Patna Sadar**

29. NOTICES:

That all 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 as their respective addresses specified below:

Name of Allottee

Promoter name & address –

M/s Star India Construction Pvt. Ltd.

At 4th Floor Office No. 210, Adharshila Complex, South Gandhi, Maidan, Patna - 800001, through its director Mr. Basant Kumar.

It shall be the duty of the Allottee and the Promoter to inform each other of any change in address subsequent to the execution of this Agreement in the above address by Registered Post failing which all communications and letter posted at 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, as the case may be.

30. JOINT ALLOTTEES:

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 Allottees.

31. SAVINGS:

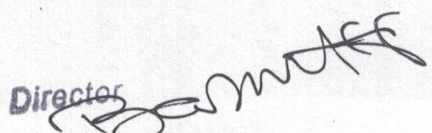
Any application letter, allotment letter, agreement, or any other document signed by the allottee, in respect of the apartment, plot or building, as the case may be, prior to the execution and registration of this Agreement for Sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee under the Agreement for Sale or under the Act or the rules or the regulations made thereunder.

32. 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 and the

For Star India ~

Director



Rules and Regulations made thereunder including other applicable laws of India for the time being in force.

33. DISPUTE RESOLUTION:

All or any disputes arising out or touching upon or in relation to the terms and conditions of this Agreement, including the interpretation and validity of the terms thereof and the respective rights and obligations of the Parties, shall be settled amicably by mutual discussion, failing which the same shall be settled through the adjudicating officer appointed under the Act.

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

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Allottee:

(i) Signature.....
Name - _____
Address:- _____

For Star India Cons. Pvt. Ltd.

SIGNED AND DELIVERED BY THE WITHIN NAMED:

Promoter:
(i) Signature (Authorized Signatory).

Name – Basant Kumar

Address - 4th Floor Office No. 210, Adharshila Complex, South Gandhi, Maidan,
Patna - 800001

At on in the presence

Witnesses:

1. Signature

Name

Address.....

2. Signature

Name

Address

For Star India Cons. Pvt. Ltd.

Director

[Handwritten Signature]

SCHEDULE 'A'

PLEASE INSERT DESCRIPTION OF THE Apartment AND THE GARAGE/COVERED PARKING (IF APPLICABLE) ALONG WITH BOUNDARIES IN ALL FOUR DIRECTIONS.

Details of Unit

Unit Bearing No. – **206-C**

On Floor – Second Floor

Area – ____ Sq. Ft (Carpet Area) ____ Sq.Ft (Super Built-up Area)

Nature of the unit : _____

Boundary: - North : _____

South : _____

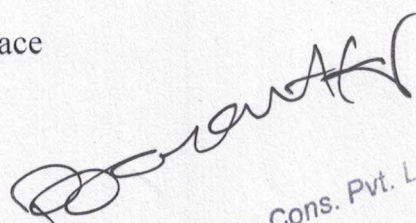
East : _____

West : _____

PARKING SPACE:

Number of Parking - One parking space

Nature of Parking - Car parking



For Star India Cons. Pvt. Ltd.

Director

SCHEDULE 'B'

FLOOR PLAN OF THE APARTMENT

1. Plan will be enclosed at the time of Agreement.

SCHEDULE 'C'PAYMENT PLAN

S. No	Schedule of Payment	% of Pay	(RS.) Amount
1	At the time of booking	10%	
2	Before Casting of Basement <i>FOUNDATION</i>	27%	
3	Before Casting of Ground Floor	6%	
4	Before Casting of 1 st Floor Roof	6%	
5	Before Casting of 2 nd Floor Roof	6%	
6	Before Casting of 3 rd Floor Roof	6%	
7	Before Casting of 4 th Floor Roof	6%	
8	Before Casting of 5 th Floor Roof	6%	
9	Before Casting of 6 th Floor Roof	6%	
10	At the time of Brick Work in your Flat	6%	
11	At the time of Internal Plaster Work	5%	
12	At the time of Flooring & Finishing Work	5%	
13	Before Two month of Possession	5%	
(Note:- GST and other taxes, as per Govt. norms, to be borne by Customer)		Total	
Rupees- _____			

For Star India Cons.

Banika
 Director

SCHEDULE 'D'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE APARTMENT/PLOT)

Foundation	:As per standard applicable design.
Super Structure	:R.C.C. Frame structure.
Civil Work	:Brick work in Cement mortar.
Plaster	:Standard Cement plaster in all area.
Flooring	: Vitrified tiles (12"*12") in covered area inside the Unit.
Doors	: 1. Steel/Wooden door frames. 2. 32 mm factory made flush door shutters painted with synthetic enamel paint on a coat of primer. Colour make and material at the option of the company.
Windows	: Standard size steel windows fitted with Pin headed glass.
Kitchen	: Kitchen shall have working platform with Granite polished Green Marble top with steel sink and Glazed Tiles upto 24" height above working platform with Standard fitting.
Bathroom / toilets:	All C.P fittings and porcelain fixture will be white colour, with white Glazed tiles up to 60" height on the wall and concealed pipes, Hot & Cold arrangement in shower at extra cost. Common bathroom shall above I.W.C & Master Bedroom Bathroom E.W. C.
Storage Space	: Built a wardrobe space at suitable places (All wooden work shall be done by the Vendee).
Electrical Wiring	: Concealed PVC conduct wiring with standard electrical accessories.

NOTE: I) All Specification sizes and layout etc. are subject to such variations additions and modifications as decided by the company or by technical advisor.

II) If the customer requires extra work over and above the specification, it will be charged extra.

For Star India Cons. Pvt. Ltd.

Director

SCHEDULE 'E'

SPECIFICATIONS, AMENITIES, FACILITIES (WHICH ARE PART OF THE PROJECT).

DHANRAJ COMPLEX

- Water Supply : 24 hours water supply through deep tube well.
- Sewerage : Suitable arrangements for rain, storm and soiled water disposal shall be provided as per the design of the Consultants.
- Electricity : Electric supply for the complex shall be taken from the Electricity Board for all Unit through separate connection and meters. On extra cost.
- Lift : Two lift will be provided at suitable place. On extra cost (Made and Make at the option of company) promoter.
- Generator : A standby Generator of suitable capacity shall be provided for water supply, common area lighting and individual flat lighting upto 300 watts consumption. It will be Charged extra. (Made and Make at the option of company/ promoter).
- T.V./Telephone : One TV / Disc / Telephone point will be provided in each Unit in drawing room only. (Not connection)
- Intercom : One Intercom point will be provided in each Unit. On Extra Cost.
- Parking : Ample reserved parking space for scooter and cars on extra cost.

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For Star India Cons. Pvt. Ltd.

Director

Banwita Kumar
for RERA