

FORM-G

[see rule 9]

Agreement for Sale

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 of Allottee/
 First Allottee
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Affix Color
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 authorized
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 Promoter
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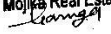
This Agreement for Sale, hereinafter referred to as the Agreement, is executed on
 this day of Two thousand
 andat

By and Between

1. PARTIES TO THIS AGREEMENT:

M/s Mojika Real Estate & Developers Private Ltd (CIN NO. U45201RJ2006PTC022881)A Company incorporated under the provisions of the Companies Act 1956/2013 and having its registered office at 704-706, "Kailash", Lalkothi Scheme, Tonk Road, Jaipur **PAN.NO.-AAECM8357R** Through its Authorised Representative Mr. Gangasahay Sharma Aadhar No.765469174724 duly authorized vide board resolution **Dated 31 October 2017** hereinafter referred to as the "Seller " (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, Its a assignees, legal successor(s) in interest) of the ONE PART .

Mr. Ramlal Age 69 Years And Mr. Gopal Age 47 Years son of Mr. Laxma R/o 2 Shree Ram Pura Bas Bhankrota Tehsil Sanganer jaipur (Aadhar No.....)
 (PAN) (hereinafter singly/ jointly, as the case may be, referred to as the "Land Owner ", 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 ONE PART.

For Mojika Real Estate & Developers (P) Ltd.


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AND

Mr./Ms. Mrs Son/Daughter /Wife of Mr. R/o
(PAN) Jointly with Mr./Ms. Mrs Son/ Daughter/Wife or
Mr. R/o (Aadhar No.) (PAN);
hereinafter singly/ jointly 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) administrator (s) executor(s) & permitted assignees

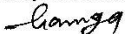
The seller and the Allottee(s) shall hereinafter be collectively referred to as "Parties" and
individually as a "Party".

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
in effect as of the date hereof as applicable in the state of Rajasthan including
Jaipur Development Act. 1959, Rajasthan Municipalities Act, 2009, Rajasthan
(Disposal of Urban Land) Rules, 1974, Jaipur Building Bye, Laws Real Estate
(Regulation and Development) Rules, 2017 and any other law which may be
promulgated or brought into force and effect hereinafter including notifications,
ordinances, policies, laws or orders or official directive of any Central/State
Government or of any Statutory Authority in Rajasthan, as may be in force and
effect during the subsistence of this Agreement and applicable to the
development/construction/ sale of the Said Project.
- (c) "APARTMENT" shall mean the EWS or LIG Unit /informal sector
/shop/commercial in the project intended and capable of being independently
and exclusively occupied and intended to be used for residential
- (d) "BROCHURE " means brochure showing details and specification of the Project
(defined herein below) as circulated by the seller at the time of booking of
Apartment, a copy of which is annexed herewith as it is necessary.
- (e) "BUILDING" shall mean the building No./Tower No.in the Said Project
comprising of ground floor +3 floor where the Allottee(s) has been allotted his
"Unit".
- (f) "BUILDING PLANS" Shall mean the plans and designs of buildings constructed
or to be constructed on the Scheduled Land (as defined herein-below), which has
been duly approved by the local authority in full including any variations therein
which may subsequently be made by the Seller and/or Architect(s) in accordance
with Applicable Laws.
- 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 the 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

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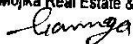


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terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s).

- (h) COMMON AREAS AND FACILITIES OF THE SAID PROJECT. shall mean such common areas, facilities, equipment's and spaces which are to be developed in the said Project meant for common use of and enjoyment of all the occupants of the said Project (as defined herein-below) and more particularly detailed in the Schedule-7 attached hereto.
- (i) "SCHEDULED LAND" means land area of 6845.04 sq. mtrs. situated at Khasara No. 33 situated at Village - Shree Ram pura Bas Bhankarota Tehsil Sanganeer District Jaipur on which the said Project named "Mojika Laxmi Vihar " is being developed and is demarcated and shown in schedule-A.
- j) "PROJECT" Shall mean the Affordable Housing Project Under Provision 3-A of the " Chief Minister Jan Awas Yojana, 2015" being developed upon the scheduled Land as per sanctioned plans after obtaining all the necessary permissions and approvals in accordance with Applicable Laws.
- (k) "Built-up area" means the sum of area of the Apartment or Flat. It shall include area encompassed within the walls of Apartment or Flat, all balconies, whether covered or un-covered, and thickness of wall. In case there be a common wall only 50% of thickness of such wall shall be taken in consideration for calculating the built-up area;
- (L)"Interest" means the interest payable at the rate specified in rule 17 of the rules;
- (m)"Para" means a Para of this Agreement;
- (n)"Maintenance Society" shall mean the society, association or body, by whatever name called, that may be formed under clause (e) of sub-section (4) of section 11 of the Act;
- (o)"Regulation" means the Regulation made under the Act;
- (p)"Rules" means the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- (q)"Schedule" means the Schedule attached to this Agreement; and
- (r)"Section" means the section of the Act.
- (s)"SUPER AREA" includes area of rooms, kitchen, 50% of area of balcony/ verandah , toilet, walls & proportionate common area of each Building permissible under the provisions of" Chief Minister Awas Yojana 2015".
- (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.

For Mojika Real Estate & Developers (P) Ltd.



Athapalapati Prasad

WHEREAS THE Seller DECLARES THAT,-

- A. The Seller is in law ful possession of the land khasara No33 of revenue Village Shree Ram pura Bas Bhakarota Tehsil Sanganer District Jaipur With a total area admeasuring of - 6745.02 square meters, (hereinafter referred to as 'Land' and more fully described in the Schedule-I).
- B. The Land Owner has a legal title to the Land with legally valid documents and is lawful owner of the land. The Land was issued by the Land Owner from Jaipur Development Authority Through Lease deed/ dated 19.09.2016, S.no. 1058.
- C. The Land Owner being the absolute owner of the Scheduled Land entered into Development Agreement (sale power)dated 03.10.2017 with the seller which was duly registered on 05.10.2017 in the office of Sub- Registrar (ii) Sanganer Jaipur in its Book No.1 Volume No.368 at Page No 37. bearing Serial No.201703025103062 and an additional copy of the same was also pasted in its additional Book No.1 Volume No. 1470 at Page No. 81-94.
- D. The said land is earmarked for the purpose of development of a Affordable Group Housing project, comprising of EWS/LIG apartment Chief Minister Jan Awas Yojana 2015 and project shall be known as “ **Mojika Laxmi Vihar** ”.
- E. The seller is fully competent to enter into this Agreement and all the legal formalities with respect to the right, title and interest of the Seller regarding the said land on which Project is to be constructed have been completed.
- F. The Architect of Space Grid Mr. Shri Kishan Sharma has granted the commencement certificate to develop the Project vide its approval number C/A/99/25451..dated 25-10-2017
- G. The Land is free from all encumbrances.
- H. The Seller has conceived, planned and is in the process of constructing and developing a real estate project known as “ **Mojika Laxmi Vihar** ” , (hereinafter referred to as the 'Project') after getting necessary permissions/ approvals from the concerned competent authorities and which inter-alia comprising of apartments/ plots/ buildings and includes the common areas, the development works, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, on a piece and parcel of Land ad-measuring 6745.02 square meters situated at Khasra No33 of revenue Village Shree Ram Pura Bas Bhankarota Tehsil Sanganer District Jaipur and latitude & longitude of the end points of the Project arerespectively. The location details are fully described in the Schedule-1.
- I. 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 Seller and Project are also available in the website (www.....) of the Authority.

For Mojika Real Estate & Developers (P) Ltd.
The layout plan/ site plan of the Project (..... Phase / whole Project) has been sanctioned vide No.C/A/99/25451. dated 25-10-2017 by the

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Mr. Shrikishan Sharma Architect.(competent authority), and copy of which is enclosed as Schedule-3.

- K. Approval of specifications of the Project and permission of building construction upto 12.5 meters height (Ground + 3 floor) under the relevant legal provisions has been accorded vide letter No. 18(36) NVV/NHP/2014/Part/ date 31-05-2017 by the State Urban Development and Housing Board Rajasthan Department . The Seller 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;
- L. The details of Floor plan of the Apartment No..... and for tower/ block of the Project is given in Schedule-4.
- M. The Seller has conceived 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 mentioned in the schedule no.7.
- N. 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 mentioned in the schedule no.7
- O. The details of other external development works to be taken for the Project Have been specifically provided in schedule -9.
- P. The details of specifications of material used in construction Have been specifically provided in schedule -10.
- Q. 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 has been specifically mentioned in the schedule.8.
- R. Temporary fire NOC for the Project has been not Applicable .
- S. The NOC from Airport Authority of India for Height Clearance for the above mentioned project is not required as per applicable local law.
- T. The Seller has open separate Account in SBI Bank A/C No. 37274706655 Branch Church Road Jaipur Bank for the purpose as provided in sub-clause (D) of clause (1) of sub-section (2) of section 4.
- U. The Allottee(s), being aware of the Project and details given in the advertisements about the Project made by the Seller and/or on visiting the model of the Apartment/ Building, has applied for allotment and to purchase a Plot / Apartment/Building (hereinafter referred to as the 'Unit') in the Project vide his/her/their/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 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

For Mojka Real Estate & Development Pvt. Ltd.

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- V. The Allottee being successful applicant for allotment of EWS/LIG apartment on the basis of his Registration Form submitted to the Seller for allotment of apartment in opted category i.e.EWS or LIG, the seller has allotted an apartment no. having carpet area of..... square feet, balcony..... Sq ft, and having super built up area of sq ft., type, on floor in Building located in the project and pro rata share in the common area and facility of the Project (the layout plan of the said Apartment is more particularly described in the "Schedule-4", referred to as unit.
- W. 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.
- X. The Parties, relying on the confirmations, representations and assurances of each other to faithfully abide by all the terms, conditions and stipulations contained in this Agreement and all applicable laws, are now willing to enter into this Agreement on the terms and conditions appearing hereinafter;
In accordance with the terms and conditions set out in this Agreement and as mutually agreed upon by and between the Parties, the Seller hereby agrees to sell and the Allottee hereby agrees to purchase the Apartment as specified in para U.

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 Seller hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Apartment / Plot as specified in para 'U' here in above.
- 1.2 The Basic sale consideration of the unit is Rs...../- (Rupees..... only) calculated at Rs...../- (Rupees.....only) per sq ft. of Super Built up Area or calculated @ Rs...../- (Rupees.....only) per sq ft of Carpet Area, including consideration for Exclusive Balcony (herein after referred to as "Basic consideration of the unit").
- 1.3 The Basic Consideration of the Unit does not include and thus , the allottee (s) shall additionally bear and pay the Taxes, Charges, deposit etc ("here in after referred to as additional payments").
- a) Maintenance charges as per clause 9: Rs...../- (Rupees.....only).
- b) GST on all the above : Rs...../- (Rupees.....only); and
- 1.4 The Basic sale consideration of the unit and Additional Payments in respect of the unit aggregates to Rs...../- (Rupees.....only), which shall here in after referred to as "Total Payable Amount".
- 1.5 The Total Payable amount above includes the booking amounts of Rs..... (Rupees.....) paid by the allottee to the Seller towards the said unit. All other charges which are specifically mentioned in this Agreement and does not form part of the Total Payable Amount, Shall be paid by the Allottee (s) in addition to the Total Payable Amount as per this Agreement.

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- 1.6 The Total Price above includes Taxes (consisting of tax paid or payable by the Seller by way of Value Added Tax, Service Tax and Cess or any other similar taxes which may be levied, in connection with the construction of the Project payable by the Seller, by whatever name called) upto the date of the handing over the possession of the Said unit to the allottee and the Project to the Maintenance Society or the competent authority, as the case may be, after obtaining the completion certificate. However the above Total Payable Amount does not include the Stamp Duty, Registration Charges and any other charges applicable at the time of Registration of the this Agreement, Sale Deed, Sub Lease Deed, etc in respect of the said unit, Which shall be Exclusively borne and paid by the Allottee (s). Further the Total payable Amount does not include Upfront Maintenance Charges, Which shall be determined by the Seller and shall be reasonable charges and payable by the Allottee (s) until the Common areas and Common facilities of the Project are not taken over by the Maintenance Society within 30 days of receipt of Completion certificate of the said Project.

Provided that in case there is any change/ modification in the taxes, the subsequent amount payable by the Allottee(s) to the Seller 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,

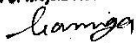
which shall include the extension of registration, if any, granted to the said Project by the Authority, as per the Act, the same shall not be charged from the Allottee;

- 1.7. The Seller 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 Seller within the time and in the manner specified therein. In addition, the Seller 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;
- 1.8. The Total Price of the said unit includes price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per **Terms No.10 etc.** and includes cost for providing all other facilities, amenities and specification to be provided within the said unit and the Project.
- 1.9. 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 Seller 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 Seller 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.

- 1.10 As mentioned in para 'V' above, the Seller has already received an advance/ booking amount from the Allottee(s) a sum of Rs./- (Rupeesonly) out of the Total Payable Amount of Rs.

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and the Allottees(s) agrees and undertakes to pay the balance amount of Rs..... of the Total Payable Amount strictly in accordance with the payment plan given in the **Schedule-2** attached hereto.

Provided that if the allottee (s) delays in the payment towards any amount which is payable, he shall be liable to pay Interest at the rate Prescribed in the Rules.

- 1.11 The Seller may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @ _____% per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Seller.
- 1.12 It is agreed that the Seller 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 '6' and Schedule '7'** (which shall be in conformity with the advertisement, prospectus etc., on the basis of which sale is effected) in respect of the Apartment/ Plot without the previous written consent of the Allottee(s) as per the provisions of the Act:

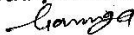
Provided that the Seller may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alterations as per the provisions of the Act.

- 1.13 The Seller shall confirm to the final Carpet area and Super Builtup Area 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/Super Built up Area. The Total Price payable for the carpet area/Super Builtup Area shall be recalculated upon confirmation by the Seller. If there is reduction in the Carpet area/Super Area than the Seller 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/Super Builtup Area which is not more than three percent of the carpet area of the Apartment, allotted to the Allottee, the Seller 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.

- 1.14 Subject to Term No. 9.3 the Seller agreed and acknowledges, the Allottee shall have the right to the Apartment/ Plot as mentioned below:

- (i) The Allottee(s) shall have exclusive ownership of the Apartment/ Plot;
- (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 Seller shall handover the common areas to the Maintenance Society after duly obtaining the completion certificate from the competent authority as provided in the Act;
- (iii) That the computation of the price of the Apartment/ Plot includes recovery of price of land, construction of, not only the Apartment but also, the common areas, internal development charges, external development charges, taxes, cost of providing electric wiring, electrical connectivity to the Apartment, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, maintenance charges as per Term No.10 etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Apartment/ Plot and the Project;

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

- 1.15 The Seller has earmarked Parking space of the Allottee (s) at and has also assigned Parking space no..... as per the provisions of Parking area under Chief Minister Jan Awas Yojna, 2015 and for proper Management and utilisation of Parking area of the Project and the same has been annexed herewith as **Annexure-5**.
- 1.16 The Allottee (s) shall not be entitled to sell, transfer the said unit for a period of 10 Years after the allotment of the said unit: In case of sale of unit within the period 10 years of allotment, the seller shall be entitled to cancel the allotment and Conveyance deed of the said unit and allot the said unit to other applicant in the waiting list.
- 1.17 The Seller 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 Seller 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 Seller 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.
- 1.18 The Allottee has paid a some of Rs.----- (Rupees----- only) as booking amount being part payment towards the Total Price of the Apartment/ Plot at the time of application the receipt of which the Seller hereby acknowledges and the Allottee hereby agrees to pay the remaining price of the Apartment/ Plot as prescribed in the payment plan at **Term No.1.4** above as may be demanded by the Seller 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 Seller and the Allottee(s).

2. **MODE OF PAYMENT:**

Subject to the terms of the agreement and the Seller abiding by the construction milestones, the Allottee shall make all payments, on written demand by the Seller, within the stipulated time as mentioned in the payment plan given in Schedule -D through account payee cheque/ demand draft/ banker's cheque or online payment (as applicable) in favor of Mojika Real Estate and Developers Pvt Ltd payable at Jaipur.

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

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provide the Seller with such permission, approval which would enable the Seller to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms of the Agreement shall be made in accordance with the provisions of FEMA or statutory enactments or amendments thereof and the Rules and Regulation of the Reserve Bank of India or any other applicable law. The Allottee understands and agrees that in the event of any failure on his/ her part 2 comply with the applicable guidelines issued by the Reserve Bank of India, he/ she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.

3.2 The Seller accepts no responsibility in regard to matters specified in Term 3.1 above. The Allottee shall keep the Seller 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 solve responsibility of the Allottee to intimate the same in writing to the Sellers immediately and comply with necessary formalities if any, under the applicable laws. The Seller shall not be responsible towards any third party making payment/remittances on behalf of Allottee and such third party shall not have any right in the application/allotment of the said Apartment/ Plot apply for herein in any way and the Seller shall be issuing the payment receipts in favor of the Allottee only.

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

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

5. **TIME IS ESSENCE :**

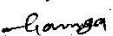
The Seller shall abide by the time schedule for completing the Project as disclosed at the time of registration of the Project with the Authority and towards handing over the Apartment/ Plot to the Allottee and the common areas to the Maintenance Society or the competent authority, as the case may be.

6. **CONSTRUCTION OF THE PROJECT:**

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

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

7.1 **Schedule for possession of the said Apartment of Plot** – The Seller agrees and understands that timely delivery of possession of the Said Unit 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 Seller assures to handover possession of the Apartment/ Plot along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on or before 30th Nov 2019, unless there is delay or failure due to war, flood, 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

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Allottee agrees that the Seller shall be entitled to the extension of time for delivery of possession of the Apartment/ Plot, provided that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Seller to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Seller shall refund to the Allottee(s) the entire amount received by the Seller from the Allottee with interest within forty-five days from that date. The Seller 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 Seller and the Seller shall be released and discharged from all its obligations and liabilities under this Agreement.

- 7.2 **Procedure for taking possession-** The Seller within 30 days upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the said unit and also invite Allottee (s) to execute Conveyance Deed of the said unit along with detail of outstanding dues and Stamp Duty, Registration Charges and other Incidental Charges and Seller Shall Subject to receipt of the Total Payable Amount of the Unit and such other charges as mentioned under the agreement from the Allottee (s), shall execute a conveyance deed and convey the title of the said unit together with proportionate indivisible share in the common areas and also handover Possession of the said unit within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Seller within three months from the date of issue of occupancy certificate. The Seller 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 Seller. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Seller/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Seller shall handover the occupancy certificate of the Apartment/ Plot, as the case may be, to the Allottee at the time of conveyance of the same.

- 7.3 **Failure of Allottee to execute conveyance deed take possession of Said Unit:-** Upon receiving a written intimation from the Seller as per Term No. 7.2 above, the Allottee(s) shall take possession of the Apartment/ Plot from the Seller by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement and the Seller shall give possession of the Apartment/ Plot to the Allottee(s). In case the Allottee(s) fails to take possession within the time provided as per Term No. 7.2 above, (a) such Allottee shall continue to be liable to pay maintenance charges as specified under Term No. 7.2 above. (b) The Amount due with interest as mentioned in the notice for possession from the due date till date of payment (c) Holding/ Safe guarding charges @ 0.5% per month on the total payable amount of the unit.

- 7.4 **Possession of the Allottee-** After obtaining the occupancy certificate and handing over physical possession of the Apartment/ Plot to the Allottee, it shall be the responsibility of the Seller 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 Seller 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:

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Provided that where the Allottee(s) proposes to cancel/withdraw from the Project without any fault of the Seller, the Seller 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 Seller to the Allottee(s) within fifteen (15) days of Allotment/Sale of said unit to a new buyer.

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

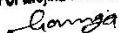
Provided that where if the Allottee does not intent to withdraw from the Project the Seller shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Apartment/ Plot, which shall be paid by the Seller to the Allottee within forty-five days of it becoming due.

8. **REPRESENTATIONS AND WARRANTIES OF THE Seller :**

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

- (i) The Land Owner 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 Seller 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 Seller 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 Seller 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 Seller 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 Seller confirms that the Seller is not restricted in any manner whatsoever from selling the said Unit to the Allottee(s) in the manner contemplated in this Agreement;

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- (ix) At the time of execution of the conveyance deed the Seller shall handover lawful, vacant, peaceful, physical possession of the Unit to the Allottee(s) and the common areas to the Maintenance Society;
- (x) The Schedule Property is not the subject matters of any HUF and that no part thereof is owned by any minor and /or no minor has any right, title and claim over the Schedule Property;
- (xi) The Seller has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoings, whatsoever, payable with respect to the said Project to the competent authorities till the completion certificate has been issued and possession of the Apartment/ Plot along with common areas (equipped with all the specifications, amenities and facilities) has been handed over to the Allottee and the Maintenance Society or the competent authority, as the case may be;
- (xii) No notice from the Government or any other local body or authority or any legislative enactment, government order, notification (including any notice for acquisition or requisition of the said property) has been received by or served upon the Seller in respect of the said Land and/or the Project.

9. **EVENTS OF DEFAULTS AND CONSEQUENCES** : Subject to the *Force Majeure* clause, the Seller shall be considered under a condition of default, in the following events, namely:-

- (i) The Seller 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 Seller'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 Seller under the conditions listed above, Allottee(s) is entitled to the following:-

- (i) Stop making further payments to the Seller as demanded by the Seller. If the Allottee(s) stops making payments, the Seller 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 Seller 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 Seller, interest for the period of delay till the handing over of the possession of the Apartment/ Plot, which shall be paid by the Seller 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:

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- (i) In case the Allottee(s) fails to make payments of due instalments/Amount 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 Seller on the unpaid amount.
- (ii) In case of default by Allottee under the conditions listed above continues for a period beyond 30 days after notice from the Seller in this regard, the Seller 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 Seller shall intimate the Allottee about such termination at least thirty days prior to such termination.

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

10.1 That until the handover of the common areas and facilities of the Project to the Maintenance Society in Accordance with RERA and CMAY, The Seller shall maintain the common areas and facilities of the Project at reasonable charges, However one month maintenance charges from the date of Completion certificate has been included in the Total Payable Amount of unit as Mentioned in the **Schedule** - attached hereto.

10.2. That a Maintenance Association of the Allottee (s) of the Apartment in the Project shall be formed with the main object to take over the responsibility of the maintenance/management of the common areas and facilities as described in schedule- hereunder and/or with such other object or purpose and in such manner and to such extent as the seller and or maintenance society may decide from time to time to keep in view the best interest of the allottee of the Apartment in the Project. The allottee (s) of all the apartment shall become the members of the Association. The Allottee (S) agrees and undertake to abide by and comply with bye laws and rules and regulations of such maintenance Association, until the formal of Maintenance Association under the Applicable Laws, The seller itself or through Maintenance Agency shall maintain the common areas and common facilities 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. The Seller shall handover the management/maintenance of the common areas and common facilities upon formation of the Maintenance Association under the Applicable Laws to the Maintenance Association, and the Maintenance Association shall take care of the common areas and common facilities in the Building/Project. Further upon formation of the Maintenance Association the Seller shall handover the Maintenance Corpus Fund to the Maintenance Association under the Provisions of the CMAY 2015.

10.3. That as and when common areas and common facilities shall be handed over to the Maintenance Association, the Maintenance Association will be remain responsible for maintenance, repairs, safety and security of such common areas and common facilities, fittings, fixtures from the date of the handing over of any such possession to the Maintenance Association.

10.4. The Allottee (s) hereby agrees that his/her right to use the common areas and facilities of the project shall be subject to timely payment of total Maintenance charges, as determined and thereafter billed by the Maintenance Association and performance of the Allottee (s) of all his/her obligations in respect of the terms and conditions specified by the Maintenance Association from time to time.

10.5. Allottee (s) shall be bound by all the terms and conditions of Bye Laws, **Maintenance agreement** and any other agreement entered by the Maintenance

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Association and the decisions taken by the Maintenance Association as per its Bye Laws.

11. 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 Seller as per this Agreement relating to such development is brought to the notice of the Seller within a period of five years by the allottee from the date of handing over possession, it shall be the duty of the Seller to rectify such defects without further charge, within thirty days, and in the event of Seller's failure to rectify such defects within such time, the aggrieved Allottee(s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However, in case any damage to the said 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.

12. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

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

13. 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 service 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 Maintenance Society for rendering maintenance services.

14. GENERAL COMPLIANCE WITH RESPECT TO THE APARTMENT/ PLOT :

14.1. Subject to Term 9 above, the Allottee(s) shall, after taking possession, be solely responsible to maintain the said Apartment/ Plot at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the said building Apartment/ Plot, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound which may be in violation of any laws or rules of any authority or change or alter or make additions to the said Apartment/ Plot, and keep the said Apartment/ Plot, its walls and partitions, sewers, drains, pipes and appurtenances thereto or belonging thereto in good and tenantable repair and maintain the same in a fit and proper condition and ensure that the support, shelter etc. of the building is not in any way damaged or jeopardized.

14.2. 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 hazardous or combustible goods in the Apartment/ Plot or place any heavy material in the common passages or staircase of the building.

For Mojika Real Estate & Development Pvt. Ltd.

[Signature]

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The Allottee shall also not remove any wall, including the outer and load wall of the Said unit.

14.3. The Allottee shall plan and distribute its electric load in conformity with the electric systems installed by the Seller and thereafter the Maintenance Society and/or maintenance agency appointed by the Maintenance Society. The Allottee shall be responsive for any loss or damages arising out of breach of any of the aforesaid condition.

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

The Parties are entering into this Agreement for the allotment of a Apartment/ Plot with the full knowledge of all laws, rules, regulations, notifications Chief Minister Awas Yojana, 2015 applicable to the Project.

16. ADDITIONAL CONSTRUCTIONS:

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

17. SELLER SHALL NOT MORTGAGE OR CREATE A CHARGE:

After the Seller 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 Seller does not create a binding obligation on the part of the Seller 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 Seller. If the Allottee(s) fails to execute and deliver to the Seller 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 Seller, then the Seller 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.

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/ Plot/ Building, as the case may be.

20. RIGHT TO AMEND :

For Mojka Real Estate & Developers (P) Ltd.

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

22. WAIVER NOT A LIMITATION TO ENFORCE:

The Seller 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 Seller in the case of one allottee shall not be construed to be a precedent and /or binding on the Seller to exercise such discretion in the case of other allottees.

Failure on part of the Parties to enforce at any time or for any period of time the 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 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 may be, 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/Super Built up area of the said unit bears to the total carpet area/Super Built up Area of all the Apartments/Plots 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.

For Mojka Real Estate & Developers (P) Ltd.



Authorised Signatory

26. PLACE OF EXECUTION :

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

--

----- after the Agreement is duly executed by the Allottee and the Seller 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 Seller as contemplated by this Agreement shall be deemed to have been duly served if sent to the Allottee or the Seller by registered post at their respective addresses specified below:-

M/s Mojika Real Estate & Developers Pvt.Ltd.	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 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 Seller 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 Seller 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, plot or building, as the case may be, prior to the execution and registration of the agreement for sale for such apartment, plot or building, as the case may be, shall not be construed to limit the rights and interests of the allottee or the Seller under the agreement for sale, under the Act, the rules or the regulations made thereunder.

30. GOVERNING LAW:

For Mojika Real Estate & Developers Pvt.Ltd.



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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.

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 Seller in the presence of witnesses at on

--

Seller

For and on behalf of Developer Company

Name Mojika Real Estate & Developers Pvt.Ltd.

For Mojika Real Estate & Developers (P) Ltd.

Changa

Authorised Signatory

Signature

Ganga

Designation Authrozid Signatory

WITNESSES

1- Signature

Name

Address

2- Signature

Name

Address

SCHEDULE-1

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

- 1- land khasara No33 of revenue village Shree Ram pura Bas Bhankarota Tehsil Sanganer District Jaipur With a total area admeasuring of - 6745.02 square meters, Jaipur on which the said Project named "Laxmi Vihar",
- 2- The piece and parcel of the plot of land in site is bounded on the :-

In North

In South

In East

In West

For **Mojka Real Estate & Developers (P) Ltd.**

Ganga

Authorised Signatory

And measuring

North to South

East to West

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

In North

In South

In East

In West

4- Other details of the location of the Project 5-

Location Map

SCHEDULE -

2

(payment Schedule)

Stage	EWS	Unit 2	LIG	Unit 2
	Unit 1		Unit 1	
At the time of Allotment	10%	10%	10%	10%
On Ground Floor slab	20%	20%	20%	20%
On 1 st Floor slab	20%	20%	20%	20%
On 2 nd Floor slab	20%	20%	20%	20%
On 3 rd Floor slab	20%	20%	20%	20%
At the time of Possession	10 %	10 %	10 %	10 %

SCHEDULE-3

Unit plans Ready with Area Details.

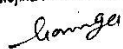
SCHEDULE-4

Approved site plan.

SCHEDULE-5

Parking plan ready with no.of parking as required the applicable law.

For Mojika Real Estate & Developers (P) Ltd.



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SCHEDULE-6

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

SCHEDULE-7

(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 Seller at time of booking of Units in the Project)

SCHEDULE-8

Stage wise time schedule of completion of the project:-

S.NO	STAGE	DATE BY WHICH WORK TO BE COMPLETED	DETAILS OF THE WORK TO BE COMPLETED
1.	Completion of Structure of Building	12 months	Slab & coloum Casting
2.	Completion of Development work (internal/External development works)	9 months	Brick work, plaster, plumbing electrical work etc..
3.	Finishing	3 months	

SCHEDULE-9

Details of the other External Development Work of the Project:-

Outer development (Plantation work, drive way etc.)
Boundary Wall,
Entrance gate.

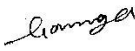
SCHEDULE-10

Details of Specification of material used in the construction :-

Stone, Brick, Cement, Sand, Water, Steel, Agreegate etc.

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

For Mojika Real Estate & Developers (P) Ltd.


Authorised Signatory



TO WHOMSOEVER IT MAY CONCERN

I Ganga Sahay Sharma S/o Late Shri Sitaram Sharma Age 43 Years Address Village Daluwala, Renwal Maji, Teh Faggi duly authorized by the promoter of the proposed project do hereby solemnly declare, undertake and state as under ;

1. That the Agreement for sale/Builder buyer agreement of our Project Mojika Laxmi Vihar is in accordance to the Form-G of Real Estate Regulation and Development Act, 2016.
2. That none of terms and conditions of the Agreement to sale presented by us violate the law and rules of the Real Estate (Regulation & Development) Act, 2016 & Rajasthan Real Estate (Regulation & Development) Rules, 2017.
3. That if any contradiction arises in the future Mojika Real Estate And Developers Pvt Ltd the deponent will be responsible for it.

Thanking You,
Yours Sincerely,

For Mojika Real estate And Developers Pvt Ltd

IDENTIFIED BY
Dagyal Zabin

ATTESTED
4/11/2017
NOTARY
GOVT. OF INDIA, JAIPUR

For Mojika Real Estate & Developers (P) Ltd.
Ganga Sahay Sharma
Ganga
(Authorized Signatory)

क्रमांक 4786 दिनांक 3/11/2017
 मुद्रांक मूल्य 100/-
 क्रेता का नाम 21/11/2017
 पिता का नाम
 मुद्रांक खरीदने का आशय 21/11/2017

अशा लखानी
 सहाय्य पेपर विक्रेता
 डा. नं. 02/09
 जिला एवं सत्र न्यायालय, जयपुर

(105 Samyukh
 का लिपि

जयपुर जिला न्यायालय, जयपुर में अर्पित	
सहाय्य पेपर पर प्रत्यक्ष अर्पित	
1. अर्पित अर्पण शुल्क	100/-
(आय 3-27) 10% प्रत्यक्ष	
2. मूल और उसके मूल के सातवां भाग	100/-
(आय 3-27) 10% प्रत्यक्ष	
कुल मूल्य	200/-
हस्ताक्षर सहाय्य पेपर	

487 11/21 Tower
 Tank Road cum

मुद्रांक मूल्य

For M/s Real Estate & Developers (P) Ltd.

Authorized Signatory

ATTESTED
 3/11/2017
 GOVT. OF INDIA