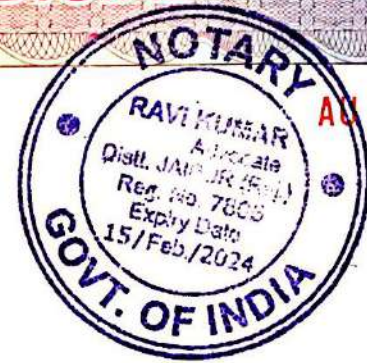




राजस्थान RAJASTHAN

26 SEP 2019

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नॉन ज्यूडिशियल



AN 045020

TO WHOMSOEVER IT MAY CONCERN

Date: 27.09.2019

I Ganga Sahay Sharma S/o Late Shri Sitaram Sharma aged 45 years R/o Village Daluwala, Renwal Maji, Teh Faggi, Jaipur, Rajasthan 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 ULTIMA PHASE II** situated at Khasra No. 59 to 68, 69/213, 71 to 74, Village – Chak Saligrampura, Tehsil – Sanganer, Jaipur - 303905 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**

ATTESTED

28 SEP 2019

NOTARY PUBLIC
GOVT. OF INDIA
Distt. JAIPUR (Raj.), INDIA

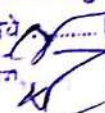
For Mojika Real Estate & Developers Pvt. Ltd.

Ganga Sahay Sharma
(Authorized Signatory)

राजस्थान ग्राम्य आवास योजना, 1995 के अन्तर्गत
 ग्राम्य सौख्य एवं आवास अधिकार

1. आवेदनपत्र भरकर भुगतान देव
 (आवा 1-क) - 1000 रुपये

2. गांव और सरकारी भवन के आसपास और संबंधित हेतु
 भूमि 3-क 100 रुपये
 कुल योग

हस्ताक्षर  ग्राम्य केंद्र


रजि. संख्या 94/5 दिनांक 20/11/20

मुद्रांक देव 100 प्रयोजन

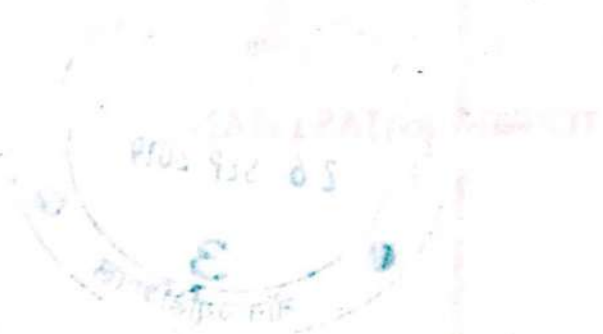
ग्राम का नाम

पिता/पति का नाम मे. जे. के. सिंह द. के. 2 रामपुर

पता

कंता/हस्ताक्षर  हस्ताक्षर

श्री राज कुमार सैनी
 ला. नं. 53/87 (ग्राम्य दिक्कत)
 नगर निगम (मुख्यालय) के पास
 टोंक रोड जयपुर (राज.)



Agreement for Sale

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



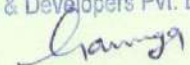
SALE AGREEMENT

This Agreement for Sale, hereinafter referred to as the Agreement, is executed on this day of 2019 at Jaipur
BY AND BETWEEN

1. PARTIES TO THIS AGREEMENT:

1.1 PROMOTER : M/s **Mojika Real Estate & Developers Pvt. 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 **27/09/2019** hereinafter referred to as the "Promoter" (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include, Its assignees, legal successor(s) in interest) of the ONE PART .

For Mojika Real Estate & Developers Pvt. Ltd.



Authorised Signatory

AND

Mr.....Age.....Years ,S/o Shri
 Cast.....R/o.....
 (PAN.....) (Aadhar No.....) hereinafter singly 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 of the

OTHER PART.

The "Promoter" and the "Allottee(s)" Shall hereinafter be collectively referred to as
 "Parties" and individually as "Party"

INTERPRETATIONS/ DEFINITIONS

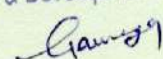
1. In this Agreement, the following expression unless repugnant to the
 context thereof shall have the meaning assigned thereto.
 - a). "ACT" means Real Estate (Regulation & Development) Act. 2016.
 - b). "ALLOTTEE(S)" means and includes.
 - c). If the Allottee(s) is an individual then his/her legal successor(s)
 executor(s), administrator(s) legal, representative(s), and permitted
 assignee(s)
 - d). If the Allottee(s) is a Hindu Undivided Family, then its karta and each
 of the member constituting HUF, their Heirs, executors, successors,
 administrators and permitted assignees.
 - e). In case the Allottee(s) is a partnership Firm, then its partners for the
 time being, their respective legal successor(s), executor(s),
 administrator(s) legal representative(s) and permitted assignee(s)
 including those of the respective partners; and
 - f). In case the Allottee(s) is a limited company, then its, legal successor(s)
 representative(s) and permitted assignee(s);
 - g). "APARTMENT" shall mean a space in the Said Project intended and/
 capable of being independently and exclusively occupied, having an
 entry and exit, and includes a flat and all such units or spaces intended
 to be used for any residential or commercial use such as office, shop,
 convenient shopping in any part of the Said Project.
 - h). "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.

For Mojika Real Estate Development Pvt. Ltd.

Authorized Signatory

- i) "ARCHITECT" shall mean M/s **Volume architects** , Jaipur (Raj.) and /or such other person(s) and /or Firm(s) and /or company(s) whom the Promoter may appoint from time to time as the architect for the Said Project.
- j) "BUILDING" shall mean the building No./Tower No. B in the Said Project where the Allottee(s) has been allotted his "Unit".
- k) "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 promoter and/or Architect(s) in accordance with Applicable Laws.
- l) 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.
- m) "CARPET AREA" means the net usable floor area of an Apartment, excluding the area covered 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 terrace which is appurtenant to the net usable floor area of an Apartment, meant for the exclusive use of the Allottee(s).
- n) 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-D attached hereto.
- o) DELAY PAYMENT CHARGES means the charge payable by the allottee(s) to the Promoter for delay in payment of any due amount, installment, charges etc. at the rate of State Bank of India highest marginal cost of lending Rate plus two percent or such other rate as may be applicable from time to time as per the Act and Rules.
- p) EARNEST AMOUNT shall mean 10% of the Total Price of the Unit.
- q) "HE OR HIS" Shall also mean either she or her in case the Buyer is a female or it or its in case the Buyer is a partnership firm or a limited company.
- n) "INTEREST RATE" means the interest payable by promoter and allottee at the specified in the rule 17 of the rules.

For Mojika Real Estate & Developers Pvt. Ltd.



Authorised Signatory

- r) LIMITED COMMON AREAS AND FACILITIES OF THE SAID PROJECT shall mean those common areas and facilities which are designated in writing by the promoter before the allotment, sale or transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments.
- s) "OWNERS ASSOCIATION" shall mean an association formed / to be formed by the owners of the units/apartments in the Said Project as per clause (e) of Sub- Section (4) of Section 11 of the Act.
- t) "PARA" means para of this Agreement.
- u) "REGULATION" means regulations made under the Act.
- v) "RULES" mean the Rajasthan Real Estate (Regulation and Development) Rules, 2017;
- w) "SCHEDULE" means the schedule attached to this Agreement;
- x) "SECTION" Means the section of the Act.
- y) "SCHEDULED LAND" means land area of 18547.39 sq. Mtrs. Situated at Khasra No. 59 to 68, 69/213, 71 to 74, situated at Village - Chak Saligrampura Teh. - Sanganer Jaipur on which the said Project named "Mojika Ultima Phase II", is being developed and is demarcated and shown is schedule-A.
- z) "SUPER AREA" means the area at which Units/flats were sold before coming into force of RERA and more particularly described in Schedule B annexed herewith.
- aa) "SAID PROJECT" shall mean the project comprising of building(s), flats, shops, parking facility, club house, other amenities and facilities etc. constructed/ to be constructed upon the scheduled Land and named as "Mojika Ultima Phase II".
- bb. The words and expressions used here but not defined in this Agreement and defined in the Act or in the Jaipur Development Act. 1959 or in Rajasthan Municipalities Act, 2009 or any other law for the time being in force shall have the same meanings respectively assigned to them in those laws.

WHEREAS THE PROMOTER DECLARES THAT,-

- A. The Promoter is in lawful possession of the land khasra No. 59 to 68, 69/213, 71 to 74, of revenue situated at Village Chak Saligrampura Tehsil Sanganer Jaipur with a total area 18547.39 admeasuring of, square meters (herein after referred to as 'Land' and more fully described in the Schedule-I).
- i) The Promoter has a legal title to the Land with legally valid documents and is lawful owner of the land. The Land was purchased by the Promoter from From, Shri Rampal meena Conveyance deed/ dated 28.04.2016, registered on 02.05.2016 in the office of Sub- Registrar (ii) in its Book No.1 Volume No.1023 at Page No 131. Bearing Serial No.20160301613735 and an additional copy of the same was also pasted in

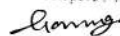
For Mojika Real Estate Pvt. Ltd.

Signature
 Authorised Signatory

its additional Book No.1 Volume No. 4079 at Page No. 430-445.

- ii) Amendment transfer letter dated 04-10-2016 issued by JDA, Jaipur in Favour of Mojika Real Estate & Developers Pvt. Ltd through Director Mr. Durga Prasad Agarwal.
- iii) Map approval letter dated 25-09-2019 issued by Jaipur development Authority favour of Mojika Real Estate & developers Pvt. Ltd through Director Mr. Durga Prasad Agarwal.
- iv) The Promoters have framed a scheme for developing complex to be known as "Mojika Ultima Phase II" on land mentioned in Clause B and C (hereinafter referred to as the Scheduled land)
- v) The Project loan has been taken from State Bank of India SME Branch, church road, Anukampa tower, 2nd floor on the scheduled land.
- vi) The said Project has been registered with the real Estate regulatory Authority (Authority) on datedand the said Project Registration Certificate No. isThis Registration is valid for a period ofyears commencing from unless renewed by the Authority. The details of the Promoter and the said project are also available on the website (www.Mojikagroup.com) of the Authority.
- vii) The following approvals and sanction have been obtained in respect of the said Project.
- viii) The site Layout plan of the entire Land/said Project has been approved by the Jaipur Development Authority. A Copy of the site Layout plan is enclosed herewith and marked as Annexure-I.
- ix) Approval of the Phase II of the project Mojika Ultima on the said Land and permission of building construction up to 40 meters height (basement1+basement 2 + stilt +1st to 12th floors) under the relevant legal provisions has been accorded vide letter No. JDA/ATLMU.NA.NI//B.P.C. (B.P)/2019/D-1684 dated 25-09-2019 by the Jaipur Development Authority.
- x) The Jaipur Development Authority, Jaipur has granted commencement certificate to develop the entire land /said Project vide its approval no. JDA/ATLMU.NA.NI//B.P.C. (B.P)/2019/D-1684 dated 25-09-2019.
- xi) The Airport Authority of India has also granted NOC for height clearance for the Entire land/ said project vide no. JAIP/NORTH/B/111716/182794 Dated 17-11-2016.
- xii) In the Above Scheduled land the Approvals for the Phase 1 & Phase II has Been Obtained From The Competent Authorities.

For Mojika Real Estate & Developers Pvt. Ltd.



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- xiii. The Promoter has conceived and planned various common areas, amenities and facilities in the said project as detailed in Schedule D.

The Promoter agrees and undertakes that is shall not make any changes to Approved plan of the said project except in compliance with section 14 of the Act and other Applicable Laws.

- B. The details of the number, type and Carpet Area of Apartments for sale in the said project as required under section 4(2)(h) of the Act are as under :

Type of Apartment	2 or 3 bhk	
Flat no. of Apartments		
Carpet Area of apartment sqmt. (sqft) Sq.mt sq.ft
No. of balcony in each apartment		
Balcony area in each Apartment sqmt. (sqft)	 sq.ft
Built up Area Sqmt. (sqft) Sq.mt sq.ft
Super Area sqmt. (sqft) Sq.mt sq.ft

- C. The Promoter has conceived a detailed plan of development works to be executed in the said project. Details of the plan of Development Works to be undertaken in the said project and the proposed facilities to be provided including firefighting facilities, water facilities, emergency evacuation services, etc. as provided in clause (e) of Sub-section 4 of the Act have been specifically provided under Schedule-E
- D. The details of specification of material used/ to be used in construction of the said project have been specifically provided in Schedule-F attached hereto.
- E. The stage wise time schedule for completion of said Project, including the provisions of civic infrastructure like water, electricity, sanitation and all other above mentioned internal/external development works been specifically provided in schedule -G attached hereto.
- F. The promoter has opened a separate account in State Bank of India A/C No. 38798566690 SME Church Road Branch Anukampa Tower 2nd floor Jaipur for the purpose as provided in sub-Clause (D) of clause (I) of Sub Section (2) of section 4 of the Act.
- G. The Allottee(s), being aware of the said project and details given above as well as in the brochure made available by the promoter and /or on visiting the show home of an apartment, has applied for allotment and to purchase a apartment in the said Project and deposited advance amount and agreed 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 & Developers Pvt. Ltd.



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agreement as more fully described in Part II of Schedule C. There are different kind of apartments conceptualized in the said project which may not be the same as show Home. The Promoter has already clarified that the show Home is for representational purposes only and is created to give a look and feel of a apartment in the Said Project

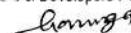
- H. On application, as aforesaid, the Allottee(s) has been allotted an apartment located in the said project and pro rata share in the common Area and facilities of the said Project and more particularly referred to as the "Unit".
- I. The floor Plan of the unit (as described in Schedule B) and Building in the said Project is given in annexure- III.
- J. The Promoter is fully competent to enter into this Agreement and all the legal formalities with respect to right, title and interest of the Promoter regarding the scheduled land on which the said project is being developed have been completed.
- K. 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 said 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 this agreement and all applicable laws, are now willing to enter in to this Agreement on the terms and conditions appearing hereinafter.
- 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(s) hereby agrees to purchase the Unit.

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

1. TERMS.

- 1.1 Subject to the terms & conditions as detailed in this Agreement, the promoter hereby agrees to sell to the Allottee(s) and the Allottee(s) hereby agrees to purchase and receive the Unit more specifically given in the schedule "B" hereunder.
- 1.2 The total price of the unit is more particularly described in part I of schedule C hereunder.
- 1.3 The Total Price above includes the booking amount paid by the Allottee(s) to the promoter towards the unit as mentioned in Part I of Schedule C. All other charges, which are specifically mentioned in this Agreement and does not form part of the Total Price, Shall be paid by the Allottee(s) in addition to total price as per this Agreement.

For Mojika Real Estate & Developers Pvt. Ltd.



Authorized Signatory

- 1.4 In addition to the Total price, Allottee shall be liable and responsible to pay taxes, including but not limited to value Added Tax. Service Tax/GST and Cess or any other similar taxes which may be levied, in connection with the construction of the said Project. The Allottee shall also be liable to pay maintenance deposit, upfront maintenance Charges, documentation charges, charges towards water infrastructure fund, stamp duty, registration charges and any other charges applicable at the time of registration of this Agreement, sale deed, sub-lease deed etc. in respect of the Unit, which shall be exclusively borne and paid by the Allottee(s). Maintenance deposit and upfront maintenance charges shall be transferred to the Owner's Association or its nominee at the time of conveyance of common areas and facilities to the Owner's Association. Details of the total price as above payable by the Allottee(s) to the promoter has been particularly in part I of Schedule C.
- 1.5 Provided that in case there is any change/ modification/ introduction of new taxes, the subsequent amount payable by the Allottee(s) to the promoter shall be increased/ reduced based on such change/ modification/ introduction.
- 1.6 Provided further, that if there is any increase in the taxes after the expiry of the schedule date of completion of the said project as per registration with the Authority, which shall include the extension of registration, if any, granted to the said project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 1.7 The Promoter shall periodically intimate to the Allottee(s) the amount payable as stated in Part 1 of Schedule c to be paid in the manner provided in Part II of Schedule C hereunder and the Allottee(s) shall make payment demanded by the Promoter within the time and in the manner specified therein. In addition, the promoter shall provide to the Allottee(s) the details of Change/modification/ introduction in taxes, which is 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 Unit included price of land, construction of, not only the Unit but also the common areas, internal development charges, external development charge, cost of providing electric wiring, electrical connectivity to the Unit, lift, water line and plumbing, finishing with paint, marbles, tiles, doors, windows, fire detection and firefighting equipment in the common areas, etc. and includes cost for providing all other facilities, amenities and specification to be provided within the Unit and the said Project. However, the Allottee is aware that in addition to the total price the Allottee shall have to contribute an amount towards water infrastructure fund.

For Mojka Estate

For Mojka Estate

 Authorised Signatory

- 1.9 The Total Price is escalation free, save and except increases which the Allottee(s) hereby agrees to pay, due to increases on account of development charge payable to the competent authority and /or any other increase in charges / taxes/ levies or introduction of new charges / levies/ taxes which may be levied or imposed by the competent authority, from time to time. The promoter undertakes and agrees that while raising a demand on the Allottee (s) for increase in development charges, cost/charges / taxes imposed by the competent authorities, the Promoter shall enclose the said notification/ order/ rules/ regulations to the effect along with the demand letter being issued to the Allottee (s), which shall only be applicable on subsequent payments.
- 1.10 Provided that if there is any new imposition or increase of any development charge after the expiry of the scheduled date of completion of the said project as per registration with the Authority, which shall include the extension of registration, if any, granted to the Said Project by the Authority, as per the Act, the same shall not be charged from the Allottee(s).
- 1.11 The Promoter may allow, in its sole discretion, a rebate for early payments of installments payable by the Allottee(s) by discounting such early payments @.....per annum for the period by which the respective installment has been preponed. The provision for allowing rebate and such rate of rebate shall not be subject to any revision/withdrawal, once granted to an Allottee(s) by the Promoter.
- 1.12 The Allottee(s) shall be liable for all costs, charges and expenses in connection with the costs of the preparing, executing and registering of this Agreement or related agreements, conveyance of conveyances, sub lease deed, sale deed and any other document or documents required to be executed by the Promoter for preparation and approval of such documents.
- 1.13 The Promoter represents to the Allottee(s) that the Allottee(s) shall be required to contribute amount of Rs..... Towards creation of water infrastructure fund. Any increase or decrease in the demand raised by Government shall be collected/refunded to/from the Allottee(s) proportionately.
- 1.14 The Promoter has already received an advance/ booking amount from the Allottee(s) as mentioned in Part II of Schedule C and the Allottee(s) agrees and undertakes to pay the balance amount strictly in accordance with the payment plan given in Part II Schedule -C attached hereto.
- 1.15 Provided that if the Allottee(s) delays in payment towards any amount which is payable as per this Agreement, he shall be liable to pay delay payment charge. The Allottee is aware that the taxes including GST shall be payable in addition to the delay payment charges for delay in payment of any due amount under this agreement.
- 1.16 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 therein at Schedule-F in respect of the Unit or the Said Project without the previous written consent of the Allottee(s) and the Allottee(s) further agrees that such consent shall not be unreasonable withheld. The Promoter may send a letter to the Allottee(s) for the purpose of taking

For Mojika Real Estate & Developers Pvt. Ltd.

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Authorized Signatory

such consent through registered A.D. on the address mentioned herein and in case the Allottee(s) does not reply to such letter within one week from the dated of delivery of letter, the same shall be deemed to be consent of the Allottee(s) as required under Section 14 of the Act.

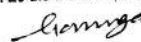
1.17 Provided that, the Promoter may make such minor additions or alterations as may be required by the Allottee(s), or such minor changes or alteration as per the provisions of Section 14 of the Act.

1.18 The Promoter shall confirm to the final Carpet Area and Balcony Area that has been allotted to the Allottee(s) after the construction of the Building is complete and the completion 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 and Balcony Area shall be recalculated upon confirmation by the Promoter. If there is reduction in the Carpet Area and Balcony Area in total then the Promoter Shall refund the excess money paid by Allottee(s) within 45 days with interest from the date when such an excess amount was paid by the Allottee(s). If there is any increase in the Carpet Area and Balcony Area in total, which is not more than three percent of the carpet area and balcony Area of the Unit, allotted to the Allottee(s) the promoter may demand that from the Allottee(s) along with the next milestone of the payment plan as provided in this Agreement. All these monetary adjustments whether refund or payment shall be made on the basis of carpet Area and Balcony Area. Further carpet area shall be measured from brick to brick and balcony dimension shall be upon the outer edge of the balcony slab.

1.19 Subject to Clause 9.3, the Promoter agrees and acknowledges that after registration of conveyance deed of the Unit, the Allottee(s) shall have the right to the Unit as mentioned below.

- (i). The Allottee(s) shall have exclusive ownership of the Unit.
- (ii) The Allottee(s) shall also have undivided proportionate ownership and share in the common areas of the said Project. Since the share/interest of Allottee(s) in the common areas of the said Project is indivisible and cannot be divided areas of the said Project is indivisible and cannot be divided or separated, the Allottee(s) shall use the common areas, along with other occupants and maintenance staff etc., without causing any inconvenience or hindrance to them. It is clarified that the Promoter shall handover the common Areas and Facilities of the said Project to the Owner's Association after duly obtaining the completion certificate from the competent authority as provided in the Act.
- (iii) To assess the extent of development of the said project and his Unit, the Allottee(s) may visit the said project. However, the promoter discourages such kind of visit by the Allottee(s) and his/ her family members due to the risk at construction site. If the Allottee decides to visit site, he/she shall take due care and proper safety measures while visiting the site as construction activities are in full swing and the promoter shall not in any way be held responsible for any accident, fall of any object, mishappening etc., caused to / with Allottee(s) and his/her accompanying persons while using the site, further, the promoter strictly prohibits the visit of children at construction site.

For Mojika Real Estate & Developers Pvt. Ltd.



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- 1.20 The Allottee understands that the project comprises of open and covered parking spaces spread across the said project. For day-to-day comfort of all residents the promoter has earmarked parking space for the exclusive use of each unit. Those Allottee(s) who have not availed the option of covered parking will be earmarked open parking. Further, the Allottee(s) understand and agree that every Allottee(s) will be entitled to one parking duly earmarked and some units may be earmarked with more than one parking and the parking so earmarked and the unallotted parking space shall form part of the Limited common Area and facilities of the said Project.
- 1.21 The Allottee(s) understands that in order to maintain the administration of the project, the promoter has earmarked the parking spaces and the Allottee(s) undertakes to park his vehicle strictly in the parking space earmarked to him and not anywhere else in the said project. The parking space earmarked to the Allottee(s) shall be meant exclusively for parking of specific number of vehicles and under no circumstances the Allottee(s) will be allowed to park vehicles more than the parking space earmarked for him or anywhere else in the said project. Further the Allottee(s) agrees that the promoter or the Owners Association reserves the right to restrict the entry of additional vehicles owned by the right to restrict the entry of additional vehicles owned by the Allottee(s) within the said project, in case the Allottee(s) has been Allotted one parking space only.
- 1.22 The Allottee(s) agrees and understands that except the Unit as described in Schedule-B attached hereto, the Allottee(s) shall have no ownership claim or right of any nature in respect of any un-allotted saleable spaces in the said Project. Such un-allotted saleable spaces shall remain the exclusive property of the Promoter, which it shall be free to deal with, in accordance with applicable laws. Convenient shops, shops, dining hall, ATM space, kiosk etc. built in any part of the said Project are in the nature of saleable apartment and therefore shall be the exclusive property of the Promoter and he shall be free to deal with it.
- 1.23 The Promoter shall be exclusively entitled to install its signage, hoarding, any other kind of branding for its any past, present and future project at any suitable place in the Project and the Allottee and the Owner's Association shall not have or shall not obstruct on exploitation of this right by the Promoter.
- 1.24 The Allottee(s) agrees that if the Allottee(s) delays in payment towards any amount which is payable, he shall be liable to pay Delay payment charges and taxes at the prescribed rates. The obligations of the Allottee(s) to pay the amount and the liability towards Delay payment charges an aforesaid may be reduced when mutually agree to between the promoter and the Allottee(s).
- 1.25 Lawn Area parking, storages or any other area exclusively earmarked for a particular Apartment (s) by the Promoter shall form part of Limited Common Areas and Facilities for use and enjoyment of owner/occupant of that apartment to the exclusion of other Allottees. It is clarified that Project's facilities and amenities shall be available For Phase 1 and phase 2 of the project Mojika ultima in the above schedule and only, use and enjoyment of

For Mojika Real Estate & Developers Pvt. Ltd.

Signature

Audited (Stamp)

the Allottee(s) of the Project.

- 1.26 The Allottee(s) hereby agrees and acknowledges that the promoter shall not be under any obligation to provide any services and / or facilities except as specifically mentioned in this Agreement.
- 1.27 The promoter agrees to pay all outgoings/ dues before transferring the physical possession of the Unit to the Allottee(s) which it has collected from the Allottee(s) for the payment of outgoings/dues. If the promoter fails to pay all or any of the outgoings/ dues collected by it from the Allottee(s) before transferring the unit to the Allottee(s), the promoter agrees to be liable, even after the transfer of the unit, to pay such outgoings /dues and penal charges, if any, to the authority or person to whom they are payable and be liable for the cost of any legal proceedings which may be taken it herefore by such authority or person.
- 1.28 That the said Project shall always be known as "Mojika Ultima Phase II" and the name of the said Project shall not be changed except with the consent of the Promoter.

2. MODE OF PAYMENT:

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

3. COMPLIANCE OF LAWS RELATING TO REMITTANCES.

- 3.1 The Allottee(s), if resident 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 Rule and Regulation made there under or any statutory amendments or modifications made there under or any statutory amendments or modification made thereof and all others applicable laws including that of remittance of payment, acquisition /sale/ transfer of immovable properties in India etc. and provide the Promoter with such permission, approval which would enable the Promoter to fulfill its obligations under this Agreement. Any refund, transfer of security, if provided in terms 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(s) understands and agrees that in the event of any failure on his' her part to comply with the applicable guidelines issued by the Reserve Bank of India, he/she may be liable for any action under FEMA or other laws as applicable, as amended from time to time.
- 3.2 The Promoter accepts no responsibility in regard to matters specified in clause 3.1 above. The shall keep the Promoter fully indemnified and harmless in this regards. Whenever there is any change in the residential status of the Allottee(s) subsequent to the signing of this Agreement, it shall be the sole responsibility of the Allottee(s) to intimate the same in writing to the Promoter

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Immediately and comply with necessary formalities if any, under the applicable laws. The Promoter shall not be responsible towards any third party making payment/ remittances on behalf of Allottee(s) and such third party shall not have any right in the application /allotment of the Unit in any way and the Promoter shall be issuing the payment receipts in favor of the Allottee(s) only.

4 ADJUSTEMENT / APPROPRIATION OF PAYMENTS:

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

5 TIME IS ESSENCE.

5.1 The Promoter shall abide by the time schedule for completing the said project as disclosed at the time of registration of the said Project with the Authority and towards handing over the Unit to the Allottee(s) and the common areas and Common Facilities of the Said Project to the Owner's Association.

6 CONSTRUCTION OF THE SAID PROJECT.

6.1 The Allottee(s) has seen the proposed layout plan, specifications, amenities and facilities of the Unit and accepted the floor plan, payment plan and the specification, amenities and facilities annexed along with this Agreement which has been approved by the competent authority, as represented by the Promoter. The Promoter shall develop the said 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, BAR, 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 the procedure agreed under clause 1.11 hereinabove, and breach of this term by the promoter shall constitute a material breach of this Agreement.

7 POSSESSION OF SALE APARTMENT.

7.1 Schedule for possession of the Unit- The Promoter agrees and understands that timely delivery of possession of the 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 Promoter assures to handover possession of the Unit along with ready and complete common areas with all specifications, amenities and facilities of the Project in place on 30TH June 2022 unless there is delay or failure due to war, flood, drought, fire, cyclone earthquake or any other calamity caused by nature effecting the regular development of the real estate project ("Force Majeure"). If, however, the completion of Project is delayed due to the Force Majeure conditions then the Allottee agrees that the Promoter shall be entitled to the extension of time for delivery of possession of the Unit provided

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that such Force Majeure conditions are not of a nature which make it impossible for the contract to be implemented. The Allottee(s) agrees and confirms that, in the event it becomes impossible for the Promoter to implement the project due to *Force Majeure* conditions, then this allotment shall stand terminated and the Promoter shall refund to the Allottee(s) the entire amount received by the Promoter from the Allottee with interest within forty-five days from that date. The Promoter shall intimate the Allottee about such termination at least thirty days prior to such termination. After refund of the money paid by the Allottee, the Allottee agreed that he/ she shall not have any rights, claims etc. against the Promoter and the Promoter shall be released and discharged from all its obligations and liabilities under this Agreement.

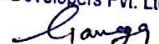
7.2 Procedure for taking possession- The Promoter, upon obtaining the occupancy certificate from the competent authority shall offer in writing the possession of the Unit, to the Allottee(s) in terms of this Agreement to be taken within 2 (two) months from the date of issue of occupancy certificate. Provided that, in the absence of local law, the conveyance deed in favor of the Allottee shall be carried out by the Promoter within three months from the date of issue of occupancy certificate. The Promoter agrees and undertakes to indemnify the Allottee(s) in case of failure of fulfillment of any of the provisions, formalities, documentation on part of the Promoter. The Allottee(s), after taking possession, agree(s) to pay the maintenance charges as determined by the Promoter/ Maintenance Society, as the case may be, after the issuance of completion certificate for the Project. The Promoter shall handover the occupancy certificate of the Unit, as the case may be, to the Allottee at the time of conveyance of the same.

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

7.4 Possession of the Allottee(s) - After obtaining the occupancy certificate and handing over physical possession of the Unit to the Allottee, it shall be the responsibility of the Promoter to handover the necessary documents and plan, including common areas to the Maintenance Society or the competent authority, as the case may be, as per the local laws:

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

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7.5 Cancellation by Allottee(s)- The Allottee(s) shall have the right to cancel/withdraw his allotment in the Project as provided in the Act:

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

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

Except for occurrence of a Force Majeure event, if the Promoter fails to complete or is unable to give possession of the said Unit (i) in accordance with the terms of this Agreement, duly completed by the day specified in Term No. 7.1 above; or (ii) due to discontinuance of his business as a developer on account of suspension or revocation or expiry of the registration under the provisions of the Act; or for any other reason; the Promoter shall be liable, on demand to the Allottee, in case the Allottee wishes to withdraw from the Project, without prejudice to any other remedy available, to return the total amount received by him in respect of the Unit, 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 Promoter shall pay the Allottee interest for every month of delay, till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee within forty-five days of it becoming due.

8 REPRESENTATIONS AND WARRANTIES OF THE PROMOTER

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

8.1 The promoter has absolute, clear and marketable title with respect to the scheduled land and the requisite rights to carry out development upon the scheduled Land and absolute, actual, physical and legal possession of the scheduled land for the said Project.

8.2 The promoter has lawful rights and requisite approvals from the competent authorities to carry out development of the said project.

8.3 Except those mentioned in the Agreement, there are no encumbrances upon the scheduled land or the said project.

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8.4 All approvals, licenses and permits issued by the competent authorities with

respect to the said Project, scheduled land and unit are valid and subsisting and have been obtained by following due process of law. Further, the promoter has been and shall, at all time, remain in compliance with all applicable laws in relation to the said project, Unit and common areas and Facilities of the Said Project.

- 8.5 The promoter has the right to enter into this Agreement and has not committed or omitted to perform any act or thing, whereby the right, title and interest of the Allottee(s) created herein, may prejudicially be affected.
- 8.6 The Promoter has not entered in to any agreement for sale and /or development agreement or any other agreement or arrangement with any person or party with respect to the scheduled land, including the said project and the Unit which will, in any manner, affect the rights of Allottee(s) under this agreement.
- 8.7 The Promoter confirms that the Promoter is not restricted in any manner whatsoever from selling the unit to the Allottee(s) in the manner contemplated in this Agreement.
- 8.8 At the time of execution of the conveyance deed the promoter shall handover lawful, vacant, peaceful, physical possession of the unit to the Allottee(s) and the common Areas and Facilities of the said project to the Owners Association.
- 8.9 The Scheduled Land 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 Scheduled Land.
- 8.10 The promoter has duly paid and shall continue to pay and discharge all governmental dues, rates, charges and taxes and other monies, levies, impositions, premiums, damages and/or penalties and other outgoing, whatsoever, payable with respect to the said project to the competent authorities till completion certificate has been issued and possession of the unit along with common Area (equipped with all specifications, amenities and facilities) has been handed over to the Allottee(s) and Owners Association.
- 8.11 No notice from the Government or any other local body or authority or

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any legislative enactment, government ordinance, order, Notification (including any notice for acquisition or requisition of the property) has been received by or served upon the Promoter in respect of the Scheduled Land and/ Or the Said Project.

9. EVENTS OF DEFAULTS AND CONSEQUENCES:

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

9.2 The Promoter fails to provide ready to move in possession of the Unit to the Allottee(s) without any default on the part of the Allottee(s), within the time period specified in Clause 7.1 above in this Agreement or fails to complete the Said Project within the stipulated time disclosed (as extended as per the Act,) at the time of registration of the Said Project with the Authority, For the purpose of this clause, 'ready to move in possession' shall mean that the Unit shall be in a habitable condition which is complete in all respects including the provision of all specification, amenities and facilities, as agreed to between the parties and as specified in Schedule G and for which occupation certificate and completion certificate, as the case may be, has been issued by the competent authority;

- (i) Discontinuance of the promoter's business as a Developer on account of suspension or revocation or expiry of his Registration under the provisions of the Act or the rules or regulations made there under .
- (ii) In case of default by the Promoter under the conditions listed above. Allottee(s) is entitled, to the following:-
- (iii) Stop making further payments to the Promoter as demanded by the Promoter. If the Allottee(s) stops making payments. The Promoter shall correct the situation by completing the construction/development milestones and only thereafter the Allottee(s) be required to make the next payment without any delay payment charges; or
- (iv) The Allottee(s) shall have the option of terminating the Agreement in which case the Promoter shall be liable to refund the entire money paid by the Allottee(s) under any head whatsoever towards the purchase of the Unit, along with interest calculated at Interest Rate within forty-five days of receiving the termination notice. Provided that where an Allottee(s) does not intend to withdraw from the Project or terminate the Agreement, he shall be paid, by the Promoter, interest calculated at Interest Rate for the period of delay till the handing over of the possession of the Unit, which shall be paid by the Promoter to the Allottee(s) within forty- five (45) days of it becoming due.

9.3 The Allottee(s) shall be considered having committed a default, on the occurrence of any one or more of the following events:

- (i) Failure on the part of the Allottee(s) to make payment of any installment as per the Payment Plan, despite having been issued notice in that regard;
- (ii) Delay/default by Allottee(s) under Clause 9.3 (i) above continues for a

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period beyond 2 consecutive months after demand notice from the Promoter in this regard;

- (iii) After the issuance of Offer Letter as per Clause 7.2 failure on the part of the Allottee(s) to deposit the stamp duty/ registration charge/any other amounts due including delay payment charges, if applicable. under this Agreement within the period mentioned in the Offer Letter;
- (iv) After the issuance of Offer Letter as per Clause 7.2 the delay/failure on the part of the Allottee(s) having paid all the amounts due to the Promoter under this Agreement, in execution and registration of conveyance deed of the Unit and/or taking possession of unit within the period mentioned in the Offer Letter;
- (v) Breach of any other terms & conditions of this Agreement on the part of the Allottee(s);
- (vi) Violation of any of the Applicable Laws on the part of the Allottee(s).

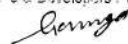
9.4 The Promoter's rights/remedies upon occurrence of any of event of default on the part of the Allottee(s) as mentioned Clause 9.3 above shall be as follows:

- (i) Upon occurrence of event of default mentioned in clause 9.3(i) the Allottee(s) shall be liable to pay delay payment charges on the overdue amounts for the period commencing from the date on which such overdue amounts or part there of were due to be paid by the Allottee(s) to the Promoter and ending on the sale of the payment of such overdue amounts by the Allottee(s) to the Promoter;
- (ii) Upon occurrence of event of default mentioned in Clause 9.3(ii) the Promoter may cancel the allotment by terminating this Agreement by serving a notice of 30 days to the Allottee(s) in this regard;
- (iii) Upon occurrence of event of default mentioned in Clause

9.5 9.3(iii),(iv),(v) and (vi) the Promoter shall have the option to terminate this Agreement as mentioned in Clause 9.4(ii); Further in case of event of default under Clause 9.3(iii), till the time Promoter exercise the option to terminate this Agreement it shall be entitled to (a) recover delay payment charge as per Clause 9.4(i) and (b) recover maintenance charges from the deemed date of possession; (c) recover holding/ safeguarding charges @ 0.1% per month on the Total Price of the Unit; (d) taxes mentioned in above Clause(s); (e); withhold registration of the conveyance deed of the Unit in favour of the Allottee(s); and to refuse possession of unit to the Allottee(s) till payment of amounts mentioned Clause 9.3(iii) and Allottee(s) hereby authorizes the Promoter for the same. (iv) The rights and remedies of the Promoter under this Clause shall be in addition to other rights and remedies available to the Promoter under Applicable Law, equity and under this Agreement, Further, acceptance of any payment without delay payment charges shall not be deemed to be a waiver by the Promoter of its right of charging such delay payment charges or of the other rights mentioned in this agreement.

9.6 Upon termination of this Agreement by the Promoter as mentioned

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hereinafter, the Allottee(s) shall not have any lien, right, title, interest, or claim in respect of the Unit. The Promoter shall be entitled to sell the Unit to any other person or otherwise deal with the Unit in any manner whatsoever and the Promoter shall be entitled to forfeit the following amounts out of the amounts paid by the Allottee(s) and refund the balance to the Allottee(s) without any interest after the sale of Unit to a new allottee/buyer, from the amounts realized from the such new allottee/buyer:

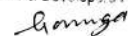
- (i) The Earnest Amount;
 - (ii) All taxes, duties, cess, etc. Deposited by the Promoter to the concerned department/ authority in respect of the Unit;
 - (iii) The delay payment charges paid/payable by the Allottee(s) to the Promoter as per Clause 9.4 (I) and /or 9.4 (iii), if applicable;
- 9.7 Without prejudice to the rights of the Promoter under this Agreement, the Promoter shall be entitled to file/initiate appropriate compliant/proceedings against the Allottee(s) under the Act for default/breach of any of the terms and conditions of this Agreement or the provision of the Act/Rules/Regulations.

10. MAINTENANCE OF THE SAID PROJECT:

- 10.1 That until the handover of the Common Areas and facilities Of the Project to the Residents Association in accordance with the Act. The Promoter shall maintain the common Area and Facilities of the project at actual cost plus 10% , however, one month maintenance charges from the date of occupancy certificate has been included in total payable amount of unit as mentioned in part-1 of Schedule C here to ,

That a Residents Association of allottees of apartments in the project shall be formed with the main object to take over the responsibility of maintenance/management of common area and facilities of Project and with such other object or purpose and in such manner and to such extent as the promoter and Residents Association may decided time to time keeping in view the best interest of the allottees of apartments in the project the allottees of all the apartments of project shall become the member of the Residents Association The Allottee (s) agrees and under takes to abide by and comply with bye laws and rules and regulation of such Residents Association, Until the formation of the Residents Association under the Applicable Laws, the promoter itself or through maintenance agency shall maintain the common areas and facilities of the project and common areas and facilities of the building and shall have all the rights and authorities of the Residents Association in addition to the rights expressly mentioned herein to enable proper maintenance of the common Ares and Common Facilities of project. The Promoter Shall handover the management/ maintenance of the common areas and Facilities of the project upon formation of the Residents Association under the Applicable Laws to the Residents Association, and there after Residents Association shall be solely responsible for maintenance of the Common Areas and Facilities of the Project

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- 10.2 The promoter shall collect the interest free maintenance Deposit (IFMD) From every allottees before the Registration of sale Agreement The promoter shall transfer the IFMD to the Residents Association without any interest at the time of take over of Common Areas and Common Facilities of the project by the Residents Association .
- 10.3 The Allottee (s) hereby agrees that his/her right to the use of common areas and Facilities of the project shall be subject to timely payment of total maintenance charges and performance by the Allottee (s) of all his/her obligations in respect of the terms and conditions specified under this Agreement as well as by the Residents Association From time to time .
- 10.4 Allottee (s) shall be bound by all the terms and conditions of bye-laws, maintenance agreement and any other agreement entered by the Residents Association and any decisions taken by the Residents 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 Promoter as per this Agreement relating to such development is brought to the notice of the Promoter within a period of five years by the allottee from the date of handing over possession, Or deemed date of possession , whichever is earlier, it shall be the duty of the Promoter to rectify such defects without further charge, within thirty days, and in the event of Promoter's failure to rectify such defects within such time, the aggrieved Allottee (s) shall be entitled to receive appropriate compensation in the manner as provided under the Act. However in case any damage to the unit is caused by the Allottee (s) and / or any reasonable wear and tear and / or any damage caused to Force Majeure shall not be covered under defect liability period.

12. INDEMNIFICATION

12.1

The Allottee (s) shall without prejudice to an other rights of the Promoter, agrees to indemnify and keep fully indemnified, hold harmless and defend the promoter, from and against third party claims, demands, actions, suits, proceedings, judgments, orders, Damages, costs, losses , and expenses of any nature whatsoever brought against the Promoter or which the promoter may suffer or incur due to or by reason of the Allottee (s) making , committing, causing or permitting to be made or committed any default or breach in respect of or non-observance or non-compliance with (i) any of the provisions/covenants of this Agreement and/or (ii) any representation or warranties or covenants of the Allottee (s) being false or incorrect and/ or (iii) any other claim, cost or damage directly attributable to the obligations of the Allottee (s) under the Agreement or due to failure/delay of the Allottee (s) to comply with its obligations under the applicable Central and / or State and local laws and / or of any of the provisions of this Agreement and / or (iv) termination of this Agreement by the Allottee (s) without any default/ delay on the part

For Mojira Pvt. Ltd. & Developer: P. N. B.

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of the promoter and / or (v) due to failure of the Allottee (s) to execute and deliver this Agreement to the promoter within the time prescribed in clause 29 and / or (vi) due to failure of the Allottee (s) to appear before the sub-registrar for registration of this Agreement as per Clause 29 and /or (vii) termination of this Agreement by the promoter due to any default/ delay on the part of the Allottee (s) .

- 12.2 The Parties acknowledge that the foregoing indemnities shall survive the termination of this Agreement.
- 12.3 The indemnification rights of the Promoter under this Clause shall be in addition to any other rights and remedies available to the promoter under Applicable Laws, equity and this Agreement.

13. SPECIFIC PERFORMANCE

The parties hereto acknowledge and agree that damages alone would not provide an adequate remedy for any breach or threatened breach of the provisions of this Agreement and therefore that without prejudice to any and all other rights and remedies the Promoter may have, the promoter shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of the provisions of this Agreement. The remedies set forth in this Clause are cumulative and shall in no way limit any other remedy the promoter may have under law or in equity or pursuant hereto.

14. RIGHT TO ENTER THE APARTMENT FOR REPAIRS:

The Promoter/Owners 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 Promoter/ Owners Association to enter into the unit or any part thereof, after due notice and during the normal working hours, unless the circumstances warrant otherwise, with a view to set right any defect.

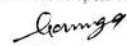
15. USAGE:

Use of Basement(s) and service areas:- The basement and service areas, if any, as located within the said 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, firefighting pumps and equipment's etc. and other permitted uses as per sanctioned plans. The Allottee(s) shall not be permitted to use the services areas and the basements in any manner whatsoever, other than those earmarked as parking spaces, and the same shall be reserved for used by the Owners Association for rendering maintenance services.

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

- (i) Subject to Clause 11 above, the Allottee(s) shall, after taking possession, be

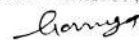
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solely responsible to maintain the said Unit at his/her own cost, in good repair and condition and shall not do or suffer to be done anything in or to the Unit, or the staircases, lifts, common passages, corridors, circulation areas, atrium or compound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

- (ii) The Allottee further undertakes, assures and grantees that he/ she would not put any sign-board/ name-plate, neon light, publicity material or advertisement material etc. on the façade of the building or anywhere on the exterior of the Project, building therein or common areas.
- (iii) The Allottee shall also not change the color scheme of outer wall or painting of the exterior side of windows or carry out any change in the exterior elevation or design.
- (iv) Further the Allottee shall not store any hazardous or combustible goods in the Unit or place any heavy material in the common passages or staircase of the building. The Allottee shall also not remove any wall, including the outer and load wall of the Unit.
- (v) That all fixture and fitting including but limited to air conditioners, coolers, etc shall be installed by the Allottee (s) at place earmarked or approved by the Promoter/Owners Association and nowhere else, The non-observance of the provisions of this clause shall entitle the promoter or Owners Association, as the case may be, to enter the Unit if necessary and remove all non-conforming fittings & fixtures at the cost and expenses of the Allottee (s)
- (vi) The Allottee (s) agrees to abide by and comply with the bye-laws or housing rules or such rules which may be issued from time to time by the Owners Association in the interest of the upkeep, cleanliness, security, etiquettes and maintenance of the Said Project.
- (vii) The Allottee shall not raise any construction whether temporary or permanent on the rear/Front balcony/lawns/roof-top terrace under his/her/its use.
- (viii) it is in the interest of The Allottee (s), to help the Owners Association in effectively keeping the unit and / or the said project secured in all ways For the purpose of security the Owners Association would be free to restrict and regulate the entry of visitors into the Building/ Said Project.
- (ix) The Allottee (s) shall not use the unit for any purpose other than as set out under this agreement nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the premises in the Said Project or for any illegal or immoral Purpose.
- (x) Allottee(s) shall not throw dirt, rubbish, rags, garage etc. Or permit the same to be thrown from the Unit in the compound the same to be thrown from the Unit in the compound or any portion of the Scheduled land and the Building in which the Unit is situated.
- (xi) Allottee(s) shall not do or permit to be done any act or thing which may render void or voidable any insurance of the Unit and the Building /Said

For M/s. T. S. Estate & Development Pvt. Ltd.



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Project in which the Unit is situated or lead to increase in insurance premium payable in respect of the insurance of the said Building/Said Project and /or the Unit.

- (xii) Allottee(s) shall not damage in any manner, the columns, beams, walls, slabs or R.C.C. structure or other structures in the Unit, The Allottee(s) shall also not remove any wall, including the outer and load wall of the Unit.
- (xiii) The Allottee(s) shall plan and distribute its electric load in conformity with the electric systems installed by the Promoter and thereafter the Owner Association and/ or maintenance agency appointed by the Owner Association and /or maintenance agency appointed by the Owners Association. The Allottee(s) shall be solely responsible for any loss or damages arising out of breach of any of the aforesaid conditions.
- (xiv) Interior Works in the Unit:- That if the Allottee(s) intends to carry out the interior adaptations and interior works in the Unit he shall seek prior permission of the promoter/ Owners Association and the Promoter/Owners Association may permit the same subject to appropriate conditions.
- (xv) After handing over of the Said Project, it shall be the responsibility of the Owner's Association for obtaining/ renewal of insurance for the said project and pay insurance premiums.

17. COMPLAINT OF LAWS, NOTIFICATION ETC. BY PARTIES:

- 17.1 The Parties are entering into this Agreement for the allotment of Unit with the full knowledge of all laws, rules, regulations, notifications applicable to the Said Project.
- 17.2 Owner's Association shall be liable and responsible for applying or obtaining renewal of Fire NOC, consent to Operate, Renewal/ replacement of transformer and/or other statutory renewals which are required to be obtained for the said project in future after conveyance of common areas in favour of Owner's Association. The Allottee and Allottees of other units and /or Owners Association Without any reference to the Promoter shall be entitled to approach the requisite authority for any such approvals/ renewals. Failure to get statutory approvals or renewal within the prescribed time and/or consequences resulting due to non renewal of the statutory approvals shall not cast liability on the Promoter.

18. ADDITIONAL CONSTRUCTION AND SHARING OF SERVICES:

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

19. PROMOTER SHALL NOT MORTGAGE OR CREATE A CHARGE:

Without affecting the rights and interest of the Allottee(s) in respect of the Unit under this Agreement, in case the Promoter raise finance, loan from any financial institution /Bank by way of mortgage /charge securitization of receivables or in any other mode or manner by charge /mortgage of the Said Project, such mortgage shall be subject to the condition that the rights and interest of the Allottee(s) in respect of the Unit under this Agreement shall


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not be affected and the Allottee(s) shall be entitled to take loan from any bank/ financial institution for purchase of the Unit and the Unit shall be free from all encumbrances at the time of registration of conveyance deed of the Unit. For the purpose of the same, the Promoter shall provide NOCs, etc.as may be required by the Allottee(s).

20. BINDING EFFECT :

Forwarding this Agreement to the Allottee(s) by the Promoter does not create a binding obligation on the part of the Promoter or the Allottee(s) until, firstly, the Allottee(s) signs and delivers this Agreement with all the Schedules along with the payments due as stipulated in this Agreement within thirty days from the date of receipt by the Allottee(s) and secondly, appears for registration of the same before the concerned Sub-Registrar Jaipur (address of Sub-Registrar) as and when intimated by the Promoter. If the Allottee(s) fails to execute and deliver to the Promoter this Agreement within 30 (thirty) days from the date of its receipt by the Allottee(s) and/or appear before the Sub-Registrar for its registration as and when intimated by the Promoter, then the Promoter shall serve a notice to the Allottee(s) for rectifying the default, which if not rectified within 30 (thirty) days from the date of its receipt by the Allottee(s), Promoter shall have the option to cancel the allotment of the Allottee and if so chosen by the Promoter, earnest amount deposited by the Allottee shall be forfeited. However, in cancellation of booking is done within 30 days from the date of booking full advance payment shall be refunded without interest. The Allottee(s) shall be liable to pay all the cost incurred by the Promoter in respect of application and allotment of Unit to the Allottee(s), including preparation of this Agreement, postal cost, advocate fees, etc.

21. ENTIRE AGREEMENT:

This Agreement, along with its schedules, annexures. 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, and arrangements whether written or oral, if any, between the Parties in regard to the unit.

22. RIGHT TO AMEND:

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

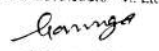
23. PROVISIONS OF THIS AGREEMENT APPLICABLE ALLOTTEE/ SUBSEQUENT ALLOTTEES:

It is clearly understood and agreed by and between the Parties hereto that all the provisions contained herein and the obligations arising hereunder in respect of the Unit and the said Project shall equally be applicable to and enforceable against and by any subsequent Allottee of the unit, in case of a transfer, as the said obligations go along with the unit for all intents and purposes.

24. BROKERAGE:

In case the Allottee(s) has to pay any commission or brokerage to any

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person or services rendered by such person to the Allottee(s) whether in or outside India for acquiring the Unit for the Allottee(s) the Promoter shall in no way whatsoever be responsible or liable thereof and no such commission or brokerage shall be deductible from the amount of sale price agreed to be payable to the Promoter for the Unit.

25. WAIVER NOT A LIMITATION TO ENFORCE:

- a. The Promoter may, at its sole option and discretion, without prejudice to its rights as laid out in this Agreement, expressly waive the breach by the Allottee(s) in not making payments as per the payment plan mentioned in Part II of schedule C of this Agreement including waving the payment of delayed payment charges for delayed payment. It is made clear and so agreed by the Allottee(s) that exercise of discretion by the Promoter in the case of one allottee shall not be construed to be a precedent and /or binding on the Promoter to exercise such discretion in the case of other allottees.
- b. Failure on part of the Parties to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of any provisions or of the right thereafter to enforce each and every provision. Accordingly, any waiver by any party shall be in writing.

26. 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.

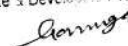
27. METHOD OF CALCULATION OF PROPORTIONATE SHARE WHEREVER REFERRED TO IN THE AGREEMENT:

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

28. 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.

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29. PLACE OF EXECUTION:

The execution of this Agreement shall be completed only upon its execution by the Promoter through its authorized signatory at the Promoter's Office, or at some other place, which may be mutually agreed between the Promoter and the Allottee, in ----- after the Agreement is duly executed by the Allottee and the Promoter or simultaneously with the execution the said Agreement shall be registered at the office of the Sub-Registrar at Jaipur (specify the address of the Sub-Registrar). Hence this Agreement shall be deemed to have been executed at -----.

30. NOTICES:

All the notices referred to in this Agreement shall be in writing and shall be deemed to properly given and served on the party to whom such notice is to be given if sent either by registered A.D. post or speed A.D post to the party at their respective addresses specified below:

M/s	Allottee(s)
Mojika Real Estate & Developers Pvt.Ltd. 704-706 kailash tower tonk road, jaipur-302015	Mr..... 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 /speed post failing which all communications and letters posted at the above address shall be deemed to have been received by the Promoter or the Allottee(s), as the case may be.

31. JOINT ALLOTTEE:

That in case there are Joint Allottees all communications shall be sent by the Promoter to the Allottee whose name appears first and at the address given by him/her which shall for all intents and purposes to consider as properly served on all the Allottee(s).

32. SAVINGS:

Any application, letter, allotment letter or any other document signed by the allottee(s), in respect of the apartment, prior to the execution and registration of this agreement for Apartment shall not be construed to limit the right and interests of the Allottee(s) or the Promoter under this Agreement, Under the Act, rules or regulations made thereunder.

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33. GOVERNING LAW:

That the rights and obligations of the parties under or arising out of this Agreement shall be construed and enforced in accordance with the Act, rules and regulations made thereunder including other applicable laws of India for the time being in force.

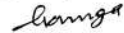
34. DISPUTE :

- a. All or any dispute arising out of or touching upon or in relation to the terms and conditions of this Agreement/allotment letter or its termination 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 disputes 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 Jaipur 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

For Mojika Real Estate & Developers Pvt. Ltd.



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Passport photograph	size	Passport Photograph	size	Passport photograph	size
Signature		Signature		Signature	

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

--	--

PROMOTER

For Mojika Real Estate & Developers Pvt. Ltd.
[Signature]
Authorized Signatory

For and on behalf of M/s

Name Mojika Real Estate & Developers Pvt.Ltd.

Signature *[Signature]*

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WITNESSES

1- Signature

Name
Address

2- Signature

Name
Address

SCHEDULE-A**(Description of Scheduled Land)**

Land area of 18547.39 sq. mtrs. Situated at Khasra No. 59 to 68, 69/213, and 71 to 74, situated at Village - Chak Saligrampura Tehsil. - Sanganer Jaipur on which the said Project named "**Mojika Ultima Phase II**",

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

In North - SECTOR ROAD 160'-0" WIDE

In South - OTHER LAND

In East - OTHER LAND

In West - OTHER LAND

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

In North - 26°-47'-12.3" 75°-53'-16.9"

In South - 26°-47'-08.3" 75°-53'-14.0"

In East - 26°-47'-12.7" 75°-53'-11.7"

In West - 26°-47'-9.3" 75°-53'-10.2"

Location Map

For Mojika Real Estate & Developers Pvt. Ltd.

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SCHEDULE-B

(Description of Unit)

A. Unit No.

B. Floor.th Floor

C. Type. 2 BHK

D. Carpet Area: - Sq. mtr. (..... Sq. Ft.)

E. Exclusive Balconies

I Balcony oneSq. Ft.

Note-

(i) The Buyer Shall be entitled to the exclusive use of Parking for parking of car However, exact parking no. Will be allotted at the time of possession of the "Unit "

(ii) Before applicability of the Real Estate Regulation Act immovable properties were generally sold on Super Area basis It is now very difficult for the Allottee (s) to compare between the units sold on Super Area and the units being sold on comparable with the properties sold prior to applicability of Real Estate Regulation Act Super Area of the Unit is being provided Super Area has no commercial bearing. Consideration of the Unit is dependent on Carpet Area and exclusive balcony or verandah and is not dependent on super Area of the Unit .

SCHEDULE-C

PART 1

(Total Price of the Unit)

The total price of the unit is Rs...../(Rs...) is as follows :

Taxes of the Unit Rs...../-

One time maintenance deposit of the unit (It will be taken at the time of registration of the unit)

Total Price Rs...../-

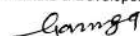
SCHEDULE-C

PART I

(Payment Received)

S.No	CHEQUE NO.	AMOUNT	DATE	BANK
1-				
2-				

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3-				
	TOTAL AMOUNT			

(Payment Plan)

Stage of Development Works and Completion of Unit	Percentage Of the Total Price as calculated under Term & Conditions No.	Installment Amount in	Period within Which Installment is to be by the Allottee
At the time of Booking	10%		
On Starting Work	10%		
On Basement 1 st slab	10%		
On Basement 2 ND slab	5%		
On Ground Floor slab	5%		
On 1 st Floor slab	5%		
On 2 nd Floor slab	5%		
On 4 TH Floor slab	5%		
On 5 th Floor slab	5%		
On 7 th Floor slab	5%		
On 8 th Floor slab	5%		
On 10 th Floor slab	5%		
On 11 th Floor slab	5%		
On 12 th Floor slab	5%		
On Completion of brick Work	5%		
On Completion of Plaster Work	5%		
At the time of Possession	5%		
Govt Taxes	As per Govt. Norms		

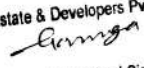
- Amount reflected above is exclusive of Service Tax/GST/ VAT, interest stamp duty and registration charges.
- The Promoters offers various payment plans and the Allottee has the option to choose the plan he wishes to opt as per his convenience.

SCHEDULE-D

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

- The Scheduled land
- The stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
- The common basements parks, play areas, open parking areas and common storage spaces;
- The premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of Apartment service personnel;
- Installations of central service such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy;

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- (vi) The water tanks ,pumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (v) All other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;

SCHEDULE-E

(Detailed plan of development works to be undertaken)

The Promoter has conceived a detail plan of following development works to be developed in the Said Project:

- (i) Firefighting facilities- firefighting equipment's/ facilities will be provided in the said project are as per NBC guidelines.
- (ii) Water Supply - The Government of Rajasthan is making a policy for supply of water in the multi-stories building .As and when the policy will be implemented, the owner's association of the building will take water connection. Till then, underground water will be used for drinking and other purposes.
- (iii) Emergency Evacuation Services- It will be provided in the said project as per NBC guidelines of appropriate width.
- (iv) Electrical Supply- Electricity/ Power shall be supplied byJVNL.

SCHEDULE-F

(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-G

Details of Specification of material used in the construction:-

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

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

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	Slab casting	June 2021	Slabs up to 12th floor will be casted
2.	Inner Plasters	Dec 2021	Plaster of flats will be done
3.	Outer Plasters	Mar 2022	Plaster of building will be done
4.	Flooring	April 2022	Flooring work completed
5.	Paint Work	May 2022	Paint Work inner and outer will be done
6.	Outer Dev. Work	15 th June 2022	All amenities will be developed.

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7.	Possession	30 th June 2022	Keys Given to the buyer.
8			

For Mojika Real Estate & Developers Pvt. Ltd.

Ramga
Authorized Signatory