









F.4(300)(F)(G) STAND/FRANK(09/89



#### **AGREEMENT TO SALE**

Colony, C-Scheme, Jaipur hereinafter being referred to as "Vendor/Owner" (which pression shall, unless repugnant to the context, be deemed to mean and include all their legal heirs, street legal representatives, assignees, legatees, executors, nominees, constituted attorney ), First part. Through Power of Attorney Holder Sh. Vinay Chordia.

For Adarsh (B) Idesiate

Authorised Signature



M/s Adarsh Buildestate Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at 10<sup>th</sup> Floor, Tower 9 B, DLF Cybercity Phase III, Gurgaon-122002 Haryana and branch office at "Elements Mall", Near DCM Market, Ajmer Road, Jaipur-303021,through its authorized signatory Mr., Monday, who has been duly authorized vide Board Resolution dated. 25,23,20.13...hereinafter being referred to as "Developer" (which expression shall, unless repugnant to the context, be deemed to mean and include its successors in interest, assignee, constituted attorney(s), etc.)

AND

1.	/ Mr/Ms/M/s	Dibesh Mislia	AGE:
•	S/W/D of Shri	Kailash Chandra Historia	
	ADDRESS	53, Venketeshwar Colony, New Sang Maolhuri Sahal	anu Road, Sodala
2.	Mr/Ms/M/s	. Madhui Sahal	Japue-302019, AGE:
	S/W/D of Shri	: Dibesh Mishra	
	ADDRESS ·	same as above	
3.	Mr/Ms/M/s	:	AGE:
	S/W/D of Shri	:	
	ADDRESS	<u>:</u>	

hereinafter called the "PURCHASER/S" (which expression shall, unless it be repugnant to the context or meaning thereof mean and include, his/her/their respective heirs, executors and administrators and permitted assigns) of the OTHER PART

WHEREAS the Jaipur Development Authority issued a Lease Deed No. D-193 dated 04.05.2012 in favour of Vendor/Owner Mrs. Madhu Chordia w/o Shri. Vinay Chordia for the land admeasuring 31755 Sq. Mtr. situated at khasra no. 160,161,218,219,253/911,255 in village Keshopura, on Ajmer Road Tehsil Sanganer, Distt. Jaipur in terms of section 90B of the of The Rajasthan Land Revenue Act, 1956 for residential (Group Housing) purpose which has been duly registered with the Sub-Registrar-VIII, Jaipur City on 04/05/2012 and registered in his book No. 1,Volume No. 170, at page No. 125, at serial No.2012401002701 and the additional copy of the same was pasted at Book No.1,Volume No. 679, at Pages 264 to 272 and thereafter the building plans have also been approved by the Building plan committee of the J.D.A in it's 121 meeting held on 11.07.2012.

For Adarsh Buildestate Lic

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WHEREAS the building plans of the said plot for constructing residential flats have also been approved by the Jaipur Development Authority vide its order no ज.वि.प्रा/अति.मु.न.नि. / बी.पी.सी / 2013 / डी—2041 दिनांक 13 / 09 / 2013. However these building plans/drawings are subject to change either by the sanctioning authority or by the developer during the course of construction without any objection or claim from the buyer.

The boundaries of this plot are more particularly described in Schedule-I.

For better understanding a site plan showing the said plot is annexed herewith this agreement, which shall form an integral part of this agreement.

**WHEREAS** the Vendor/Owner and developer wants to desired to develop a residential township "Park Regency" on the said plot.

WHEREAS a Development Agreement executed between Vendor and Developer on 25<sup>th</sup> April 2013 for the said land, which has been **duly registered with the** Sub-Registrar-V, Jaipur City on 01/05/2013 and registered in his book No. 1, Volume No. 660, at page No. 173, at serial No.2013397010640 and the additional copy of the same was pasted at Book No. 1, Volume No. 2640, at Pages 312 to 325.

## NOW THIS INDENTURE WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

1. The vendor and developer have agreed to sell and the purchaser(s) has/have agreed to purchase the "said flat" for the price of Rs. 30,29, 250...../- (Rupees only) This y lab have new your plus service tax as per prevailing rate.

For Adarsh Buildestate Ltd.



2. The purchaser has Paid the following amount to the developer before the signing of this agreement as part of the total sale consideration:

S. No.	Cheque / D.D. No.	Date	Amount	Service Tax	Net Cheque Amount	Bank
1.	736942	09/08/2012	2,00,000/	5,995/-	1,94,005/	SBBJ
2.	736949	12/12/2012	2,56,831/-	7,698/-	2, 49, 133/	SBIBJ
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3. Thus the developer has already received from the purchaser a sum of Rs. 4.56.831 /- (Rupees tous take fifty six thousand eight hundred and thirty one only) including service tax at prevailing rate and the purchaser agrees to pay the remaining sale price as mentioned in payment plan herein below:

Booking Amount : 15%
On Excavation : 10%

Stilt floor : 10%

On Roof Casting of  $2^{nd}$  floor : 10%

On Roof Casting of 4<sup>th</sup> floor : 10%
On Roof Casting of 7<sup>th</sup> floor : 10%

On Roof Casting of 9th floor : 10% + (Gas Bank charges)

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On Roof Casting of 11<sup>th</sup> floor : 10% + (Electrification Charges)
On Roof casting of 14<sup>th</sup> floor : 10% + (Club House Charges)

On Final Possession : 5% + (One Time Maintenance Deposit)

\* Service Tax (as applicable)

#### Other Charges:-

1. Club House Charges : Rs.1,00,000/2. Gas Bank Charges : Rs.30,000/3. Electrification Charges : Rs.30,000/-

4. One Time Maintenance : Rs.100/- per sq.ft

(For first 05 years maintenance deposit, non refundable)

The purchaser/s confirm that the installments payable by the purchaser/s and all amounts payable under these presents shall be paid on the respective due dates without any delay or default, as time in respect of payment of installments and in respect of all amounts payable under these presents by the purchaser/s to the vendor/developer, is the essence of the contract. If the purchaser make delay or default in making payment of any due installments and/or any other amounts, the vendor / developer shall be entitled to charge interest at the rate of 1.5% per month on all such amounts and installments from the date of default till payment and/or receipt thereof by the vender / developer without prejudice, to their other rights in law and under these presents. It is further agreed that on the purchaser/s committing default in payment of either the installments or any other amount or amounts under these presents on the due date (including his/her proportionate share of taxes, rates, cesses, other charges, betterment charges and all other outgoings) and/or commits breach of any of the terms of these agreement, the vendor / developer shall be entitled at their option to terminate this agreement provided and always that the power to terminate herein contained shall be exercised by the vendor / developer after giving to purchaser/s 15 days prior notice in writing of their intention to terminate this agreement and specifying the breach or breaches of the terms and conditions on account of which the vendor / developer intend to terminate the agreement and if the purchaser continues the default in remedying such breach or breaches within the stipulated period of fifteen days from the date of such notice from the vender / developer. It is further agreed that upon termination or cancellation of this agreement as stated herein, the amount equivalent to 10 percent of Basic Sale Price shall stand forfeited and the vendor / developer shall be at liberty, without prejudice to their other rights, including to claim damages, to sell and dispose of the said flat to such person or persons and at such price and on such conditions as the vander / developer may desire and deem fit in their absolute discretion and the purchaser/s shall have no right to dispute the same in any manner whatsoever.

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- 5. It is expressly agreed that the purchaser shall be entitled to the common areas and facilities appurtenant to the said flat and the nature, extent and description of such common areas and facilities which the purchaser/s shall enjoy in the common areas and facilities appurtenant to the said flat agreed to be sold is set out in the **Schedule-V** hereunder written.
- 6. THAT the purchaser/s confirm(s) that the Developer have given full, free and complete inspection of documents of title in respect of the said property including the documents set out hereinabove and the purchaser/s confirm/s that he/she/they has / have entered into this agreement after inspecting the aforesaid documents.
- That on completion of the entire building and at any time hereafter in future at its discretion the Developer shall have the unfettered right and be entitled to form a society (either under societies registration act, or co-operative society act) or any association or any other body corporate or the responsibilities of maintenance of common amenities and common services described as per Schedule VI written hereunder and / or with such other object or purpose or in such manner and to such extent as the Developer or its nominees may decide from time to time. The Purchaser agrees and undertakes that in the event of decision of the Developer to form any such society or association or body corporate, he shall be bound to join, subscribe and become a member of the society or association or body corporate and to abide by and comply with the bye-laws and rules and regulations of such society or association or body corporate. The Purchaser has further undertaken that he shall at all time sign and execute the application for registration and all other documents necessary for the formation. After the Developer hands over the management / maintenance of the common amenities and common services to the society or association or body corporate, it shall be the sole responsibility of the society or association or the body corporate, as the case may be, to run and maintain the common amenities and all common services and to determine from time to time the rate and amount of combine expenses and outgoing from common amenities and common services. In the event of the society or the body corporate being formed and registered the power and authority of the society or association or body corporate so formed shall be subject to over all control of the Developer in respect of the matters concerning the said complex and of amenities / services appertaining to the same.

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The "Purchaser" hereby agrees to pay to the Developer/society/ body corporate as the case may (a) 8. be, a non-refundable amount of Rupees 100/-per sq.ft only as one time payment towards 'Maintenance Corpus' of the Society or the body corporate as the case may be [hereinafter known as "Said Corpus"] at the time of possession. Upon formation of the Society, the Developer shall be obliged to deposit this sum in the Society's bank account. All interest monies thus earned shall be used only for maintenance of the said building as broadly explained in SCHEDULE VI written hereunder. The said maintenance corpus shall not be utilized for any purpose other than specifically approved by the Society under its by-laws.

It is agreed that the monies to the credit of said corpus fund may be invested in fixed deposits / Government Securities and / or debt mutual funds or in any other manner as may be approved by the promoter/Society/body corporate

- Pending formation of the society or body corporate as stated above entire maintenance (b) upkeep and preservation of the said building, operation of the common services and management of common areas therein shall be done by the Developer or its nominee on the terms and conditions mentioned herein unless agreed to separately.
- Not withstanding anything contained herein above the Developer and/or its nominees shall have 9. unfettered right to evolve and determine any mechanism whatsoever from time to time for maintenance of common amenities and services of said block in "Park Regency" inclusive housekeeping, security, air conditioning, electricity etc. at its discretion without assigning any reason to the purchaser or the occupiers of various portions of the multistoried residential Township "PARK REGENCY". The purchaser has specifically agreed, not to raise any objection with regard to mechanism of maintenance of common amenities and services of the said block "...... of "PARK REGENCY"
- 10. It is expressly agreed that the possession of the said flat will be handed over by the vendor / developer to the purchaser/s when the vender / developer has received the full purchase price of the said flat and other amounts payable by the purchaser/s to the vander / developer under these presents and provided the construction of the said building is not delayed on account of non availability of steel, cement or other building material, water or electric supply and no act of God, civil commotion, Riot, War or any notice, order, rule, notification of the Government and/or any other public body and/or competent authority and/or any reasons and/or circumstances beyond control of the vendor / developer has disturbed the construction schedule of the vendor / E CV V and griff developer.



- 11. That the Vandor/Developer would pay charges to the allottee @ Rs.5/- per. sq. ft. per month for any delay attributable to the inability of the company subject to force majeure on the handing over of the flat beyond the committed date i.e. 36 months after the date of released of Approved building plans by JDA, (as per the terms and conditions in the Application Form). Similarly, the purchaser would also be liable to pay holding charges @ Rs.5/- per sq. ft. per month if the purchaser fails to take the possession within 30 days from the date of issuance of the notice of possession.
- 12. The purchaser/s hereby agrees that in the event of any amount being levied by way of premium and/or security and/or charges is payable to the Jaipur Development Authority and/or state government and/or to JVVNL and/or betterment charges and/or security deposit and/or charges for the purpose of giving water, connection, drainage connection and electricity connection and /or other taxes and/or payments of a similar nature becoming payable by the vender / developer, the same shall be paid by the purchaser/s to the vender / developer in proportion to the area of the said flat and in determining such amount, the discretion of the vender / developer shall be conclusive and binding upon the purchaser/s. It is agreed that the betterment charges referred to hereinabove shall mean and include proportionate charges which the purchaser/s may be called upon to pay by the vender / developer in respect of installation of water line, water mains, sewerage line, sewerage mains, electric cables, electric substation (if any) and any other kind of betterment work in respect of the said building as may be determined by the vender / developer.
- 13. The purchaser/s shall not use the said flat for any purpose other than as set out in these presents nor use the same for any purpose which may or is likely to cause nuisance or annoyance to occupiers of the other premises in the said building or for any illegal or immoral purpose.
- **14.** The purchaser/s for himself/herself/themselves with intention to bring all persons unto whomsoever hands the said flat may come, doth/do hereby covenant with the vender/developer as follows:
  - (a) That the said ownership rights in the said flat have been agreed to be sold to the Purchaser only for specified purpose being used as a residence space subject to the specific condition that the Purchaser shall have no right to use the said flat for the business or workshop, factory, bar, baking house, gambling house/ lodging house or for illegal purpose. The Purchaser has further specifically agreed that he shall not himself use or permit any other person to use the Said Flat for purpose other than that for which the said flat has been sold to him. In case of violation of this condition the Vendor / Developer shall be entitled to take steps to enforce the conditions laid down in this clause apart from the Vendor / Developer's right to claim damages from the Purchaser and the right to take such other action or seek such other legal remedy as the Vendor / Developer may decide for restraining the Purchaser from making a use being prohibited by this agreement for sale.

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- (b) The Purchaser shall not use the said flat for any purpose, which may or is likely to cause nuisance or annoyance to occupiers of other flats / units of the building or to the Vendors or the occupiers of neighboring properties.
- (c) Not to store in the said flat any goods which are of hazardous, combustible of dangerous nature or are so heavy as to endanger the construction or structure of the building in which the said flat is situated or string of goods which is objected to by the concerned local or other authority and shall not carry or cause to be carried heavy packages, which may damage or are likely to `damage the staircase, common passage or any other structure of the said building including the entrance of the building. The purchaser on account of negligence or default on his/her/their part in this behalf shall be liable for the consequences of such breach.
- (d) Not to demolish or cause to be demolished the said flat or any part thereof, nor at any time make or cause to be made any addition or any alteration in the elevation and outside color scheme of the building in which the said flat is situated and shall keep the portion, sewers, drains pipes in the said flat and appurtenances thereto in goods, tenantable and repairable conditions and in particulars, so as to support, shelter and protect the other parts of the building in which the said flat is situated and shall not chisel or in any other manner damage the columns, beams, walls, slabs or R.C.C. paradise or other structure in the said flat without the prior written permission of the vender/developer and/or the said organization.
- (e) Not to do or permit to be done any act or thing which may render void or voidable any insurance of the said property and the building in which the said flat is situated or any part thereof or whereby any increase in premium shall, become payable in respect of the said building and/or TO SEL the said flat.



- (f) Not to throw dirt, rubbish, rags, garbage or other refuse or permit the same to be thrown from the said flat in the compound or any portion of the said property and the building in which the said flat is situated.
- (g) The purchaser/s shall not let, sub-let, transfer assign or part with the said flat, interest or benefit of this agreement or part with the possession and/or personal license as the case may be of the said flat, until all the dues payable by the purchaser/s to the yender / developer under this agreement are fully paid up and only if the purchaser/s has/ had not been guilty of breach of or non observance of any of the terms and conditions of this agreement and until the yender / developer have permitted in writing to the purchaser/s in that behalf.
- (h) Neither the Purchaser nor the occupier of the said flat will put up any name or sign board, publicity or advertisement material in the common areas without prior permission of the Developer /Vander or its nominee in writing or society when formed save & except a name plate or a plate showing flat no. and an appropriate letter box at stilt level.
- (d) That the Purchaser has agreed that he shall comply with or carry out from time to time all the requirements, requisitions, orders and demands which are to be complied with under the order of any competent legal authority in respect of any matter of the said flat at his own cost and keep the Vendor / Developer and society indemnified, secured and harmless against all cost and against all losses on account of non- compliance with the said requirements, requisitions, orders and demands.
- **15.** That the stamp duty and registration charges on this agreement shall be borne and paid by the purchaser/s alone. The "Purchaser" shall bear all expenses to be incurred in connection with the execution and registration of the sale deed / conveyance including stamp duty, registration fees, and other expenses (if any).
- 16. That the purchaser will be at liberty to transfer the further flat after the booking with the prior permission of the party of the second part i.e. the developer. If the flat is transferred for the first time after its booking then no transfer charges will be charged by the developer but on all the subsequent transfers the transfer charges shall be charged by the developer @ Rs.100/- per sq. ft. or as and when decided by the Developer.
- 17. That the purchaser has specifically agreed that save and except the ownership rights in respect of the said flat hereby sold by the wender / developer to the Purchaser, the Purchaser shall have no claim, right, title

For Adarsh Buildestate Ltd.

Authorised Signatory

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or interest of any nature or kind except the right of use and enjoyment of common amenities and common areas, such as lobbies, staircases, lifts, corridors etc. or any other property, movable or immovable or any part thereof whatsoever in the said building which shall always remain the absolute property of and belong to the vendor / developer until the title therein is specifically transferred or assigned by the vendor / developer to any other person/s.

- 18. (a) The vander / developer shall continue to have the right to make additions, raise stories, put up additional structures etc. as may be permitted by the Local Authorities and all such additions shall be sole property of the vender / developer who will be solely entitled to dispose it off in any manner.
  - (b) The vendor / developer shall be entitled to connect the electric, water, sanitary, drainage fittings, etc., on additional structure/ stories with the existing electric, water, sanitary, drainage sources etc., at its own cost. The Purchaser shall not be entitled to raise any objection or claim any deduction in price of the said flat or claim any compensation on the grounds of inconvenience or other cause whatsoever.
  - (c) The open space and the terrace of the said building including the parapet walls shall continue to be the property of the vender / developer and it shall be entitled to use / deal with the same for any purpose whatsoever including the right to put-up hoardings, sign boards and other displays and to generate hike charges and rentals. The vender / developer shall also to be entitled to sale / dispose of such rights to any persons / agencies and the proceeds there from shall be the exclusive property of the vender / developer. The vender / developer will also have right to roofs, parapets, etc. The purchaser has specifically understood and agreed to co-operate the vender / developer to use the open space, roofs, parapets and terrace of the complex and not to raise any objection at any point of time in this regard.
  - (d) The vendor/developer shall provide appropriate car/scooter parking space(s) for the occupants and visitors as per the approved building plans, however developer shall have the right to evolve proper mechanism for utilization of available parking space(s) for smooth functioning of the parking area, however dedicated car parking space shall be provided for the occupants of the each residential flat only.
- 19. The vender / developer shall, in respect of any amount remaining unpaid by the purchaser/s under the terms and conditions of this agreement, have a first lien and charge on the said flat. However, if the loan facility is availed by the purchaser on the said flat from any financial institution or Bank then such Bank/Financial institution shall also have a pari passu charge on the said flat along with the developer herein.

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For Adarsh Buildestate Ltc



- 20. It is expressly agreed that the vendor / developer shall be entitled, without affecting the rights of the purchaser/s to the said flat including the area thereof, to revise the building plans in respect of the said building and to utilize the total FAR and the development rights available in respect of the said property by suitably modifying the building plans in respect of the said property as the vendor / developer may desire and the purchaser/s irrevocably consent to the rights of the vendor / developer to revise and modify the building plans in respect of the said property from time to time.
- 21. Any delay or indulgence by the vender / developer in enforcing the terms of this agreement or any forbearance or giving of the time to the purchaser/s shall not be construed as a waiver on the part of the vender / developer of any breach or non compliance of any of the terms and conditions of this agreement by the purchaser/s nor shall the same in any manner prejudice the rights of the vender / developer.
- 22. THAT, the purchaser shall get the complete address registered with the vendor/developer and it shall be the purchaser's responsibility to inform the vendor/developer by registered A.D. letter about all subsequent changes, if any, in the address, failing which, all demand notice and letters posted at the first registered address will be deemed to have been received by the purchaser at the time when those should ordinarily reach such address and the purchaser shall be responsible for any default in payment and other consequences that might occur there from. In all communications the details of the unit so purchased must be mentioned clearly.
- **23.** THAT, the purchaser shall keep indemnified the vendor/developer against all actions, proceedings or any losses, costs, charges, expenses, losses or damages suffered by or caused to the vendor/developer, in respect of the said unit, by reason of any breach or non-observance, non-performance of the conditions contained herein by the purchaser in respect of the unit and/or due to non-compliance with any regulations and/or non-payment of municipal taxes, charges and other outgoing.
- 24. THAT, the purchaser shall be solely responsible for complying with all the necessary laws and formalities for the remittance of the amounts. In the event the purchaser is resident outside India, it shall be the sole responsibility of the purchaser to comply with the relevant provisions of Foreign Exchange Management Act, (FEMA 1999), Reserve Bank of India Act and rule made there under and all other applicable laws including that of remittance of payment, acquisition, sale/transfer of immovable properties in India ETC.

For Adarsh Buildestate Ltd.

authorised Size Control

es in India ETC.



- 25. THAT, in the event of any change in the residential status of the purchaser or any subsequent sale or change of address subsequent to the execution of this agreement, the purchaser undertakes to intimate the vender/developer about the same in writing within 30 days of such change. In case there are joint buyers, all communication shall be sent by the vender/developer to the buyer/purchaser whose name appears first and at the address given by him/her for mailing and which shall for all purposes be considered as served on all the purchaser and no separate communication shall be necessary to the other named purchaser. The purchaser has agreed to this condition.
- **26.** THAT, the vendor/developer, as a result of such a contingency arising, reserves the right to alter or vary the terms and conditions of sale or if the circumstance beyond the control of the vendor/developer, so warrant, the vendor/developer may suspend the scheme for such period as it may consider expedient and no compensation of any nature whatsoever can be claimed by the purchaser for the period of delay/suspension of scheme.
- 27. THAT, the structure of the building shall be got insured against fire, earthquake, riots and civil commotion, militant action etc., by the vendor/developer. The purchaser agrees to pay to vendor/developer upon receipt of debit note from it, the proportionate insurance premium on yearly basis as determined by vendor/developer or society from time to time.
- 28. In respect of any dispute arising between the parties relating to this agreement on any matter whatsoever, the same shall be settled in accordance with the provisions of the Indian Arbitration & Reconciliation Act, 1996 and the statutory modifications thereof. The venue of the arbitration shall be at Jaipur. The law courts at Jaipur shall alone have exclusive jurisdiction to entertain the disputes between the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set and subscribed their respective hands and seals in the day and year, first herein above written.

For Adarsh Buildestate Lto.



#### **SCHEDULE I**

## [Schedule of Property - Plot Location]

All that piece and parcel of bearing khasra No. 160,161,218,219,253/911,255 at Keshopura, Tehsil Sanganer, Distt. Jaipur admeasuring 31755 Sq. mtrs. bounded on the:—

In North

Other's land

In South

Other's land

In East

100' wide Road

In West

Other's land

Set Back

South to North

15 mtr

North to South

16 mtr

East to West

16 mtr

West to East

16 mtr

Total land area about -

31755 sq. mtrs.

#### **SCHEDULE II**

### [Description of Property]

All that buildings constructed on the said Plot having basement, stilt (i.e. ground), first to fifteen floors and now more particularly known as "PARK REGENCY".

#### **SCHEDULE III**

For Adersh Buildestate Ltd.

When and Signature



# SCHEDULE IV TECHINCAL SPECIFICATIONS

#### **CIVIL WORKS**

- ♦ RCC Framed Structure
- 1<sup>st</sup> class brick work in super structure.
- Earthquake resistant structure.
- Cement (53G) of Major Cement Plants
- ❖ TMT Steel
- ❖ VD Flooring in parking and drive ways
- Marble flooring with mirror polish in common lobbie.
- Vitrified Tiles for flooring in flats.
- ♦ Anti-skid Ceramic tiles for flooring in bathrooms and balconies
- Ceramic Tiles in kitchen and toilet walls.
- Acrylic distemper on walls and ceiling in common areas of building.
- Sprit polish on doors, windows & chowkhats in common areas.
- Semi-Modular kitchen with Marble / granite of approved make for kitchen till counterlevel & Stainless steel sink.
- Oil Bound Distemper in bedrooms, living areas, kitchens, toilets, etc.
- Textured paint in balconies. Decorative exterior weather proof coating.

#### **GENERAL**

- Electrical works comprise of copper wires in concealed PVC conduits. Modular switches and sockets with telephones and TV points in each Bedrooms/ Dinning/ Living rooms, etc. shops/ offices, etc.
- Overhead and underground water tanks for round the clock water supply with pump, etc.
- ♦ 6 Nos. 15 passenger High speed Lifts

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For Adarsh Buildestate Ltu.



- Bore well for water supply.
- Diesel Generator backup for common areas.
- EPABX system from guard room to each flat.
- Fire fighting facility (Hydrant System).
- Common lighting fixtures at common places.
- Common reception lounge.
- Party lawn for common use.
- Rain water harvesting and recharging of tube well water.
- Sewage Treatment Plant.

#### **SCHEDULE V**

## [Details of Common Areas / Facilities]

"Common areas and common facilities or common amenities shall mean the parts and equipment provided and /or reserved on the plot and / or building for common use and enjoyment of the purchaser as described hereto—

- a) Staircase to all floors.
- b) Common passages/corridors on all floors expect the allotted car park area.
- c) Water pipes & common plumbing installations from overhead tank or supply of water.
- d) Electrical fittings, wiring & meters excluding those installed specifically for the individual flats.
- e) Electric panel, light fittings in the aforesaid common areas.
- f) Landscaped area, fountains, street furniture.
- g) Drainage and sewers.
- h) Gas Bank.
- i) Transformer room.
- j) Intercom facility including instruments in all flats.
- k) Generator and the generator room.
- l) Firefighting system including pipes, hoses, valves, switches, hydrants, etc.

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- a) Guard room.
- b) Pedestrian Pathway, Jogging Trail, Kindergarden/Dlides and Climbing Frames.
- c) Common toilet on stilt floor.
- d) DTH Facility in each Flat.
- e) Club house (Gym, multi-purpose hall, indoor games room, swimming pool, Roof top Restro-Lounge, yoga centre, etc.)
- f) Sport facilities (Golf Puttings, Tennis Court, Badminton Court, Basket Ball, Glass Squash court, Volley Ball & Cricket Academy.

#### **SCHEDULE VI**

[List of Maintenance of Amenities / Services]

Cost of maintenance of all the facilities / equipments shall be borne by the Society on behalf of the members. Until the Society comes into existence, the 'Promoter' shall render such services and charge to the members individually from their respective dates of possessions.

These include, inter-alia -

- 1. All maintenance, cleaning, repairing, servicing, replacement etc. including that of main structure gutters, fresh water and rain water pipes, drains and sewage water storage tanks, cleaning and maintaining lighting in the passages, main entrances, landing, staircases, passages, driveways, garden/lawn and other parts written in Schedule V above.
- 2. Ensuring uninterrupted supply of essential services of common use like of lifts, fire fighting system water and electricity including water pumps and other electrical installations by periodic servicing and keeping running spares with log books maintained.
- 3. Maintaining, coloring and decorating/re-decorating exterior of the building and compound walls.
- **4.** Insurance of the main building against natural calamities, violence, riots, explosion of any kind or civil/external war with final policy to vest with the Society.

5. Requisite security personnel with efficient work performance.

For Adarsh Buildestate



## **ENDORSEMENT**

I/We hereby assign all the rights and liabilities under this Agreement in favor of : -			
TRANSFEROR			
I/We hereby accept all the rights under the Agreement assigned in my/our favor by: -			
TRANSFEREE			
The above transfer is hereby confirmed  For Adarsh Buildestate Pvt. Ltd.			
Authorized Signator			
ENDORSEMENT			
I/We hereby assign all the rights and liabilities under this Agreement in favor of : -			
TRANSFEROR			
I/We hereby accept all the rights under the Agreement assigned in my/our favor by:			
TRANSFEREE			

The above transfer is hereby confirmed

**Authorized Signatory** 

For Adarsh Buildestate Pvt. Ltd.



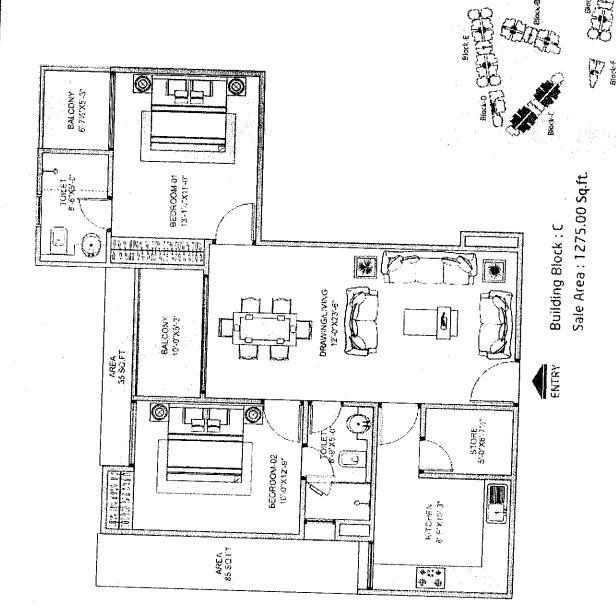
## **ENDORSEMENT**

I/We hereby assign all the rights and liabilities under this Agreement in favor of: -		
	TRANSFEROR	
I/We hereby accept all the rights under the Agreemen		
	TRANSFEREE	
The above transfer is hereby confirmed	For Adarsh Buildestate Pvt. Ltd.	
	Authorized Signatory	
	ENDORSEMENT	
I/We hereby assign all the rights and liabilities under t	_	
	TRANSFEROR	
I/We hereby accept all the rights under the Agreemen	t assigned in my/our favor by: -	
	TRANSFEREE	
The above transfer is hereby confirmed	For Adarsh Buildestate Pvt. Ltd.	
	Authorized Signatory	



## WITNESSES

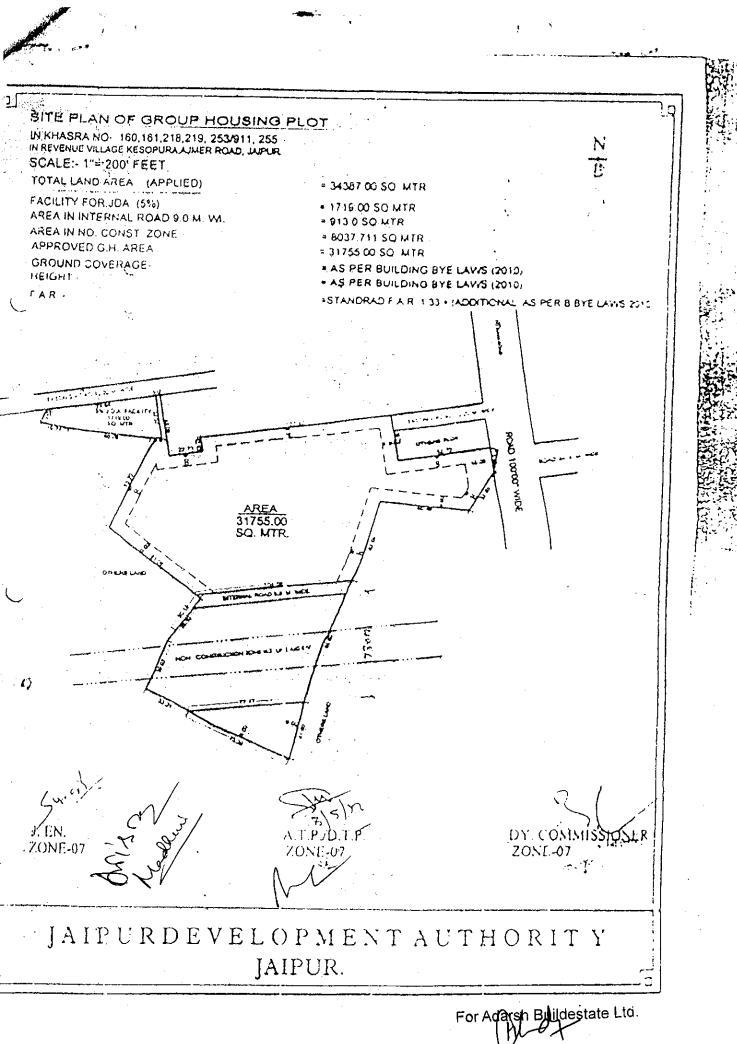
1. Name Father's Name: Address	Party of the First Part Vendor/Owner Mrs. Madhu Chordia ()
2. Name Father's Name: Address	Party of the Second Part Developer M/s Adarsh Buildestate Ltd.  For Adarsh Buildestate Ltd.  Authorised Signatory AUTHORISED SIGNATORY  Party of the Other Part Purchaser



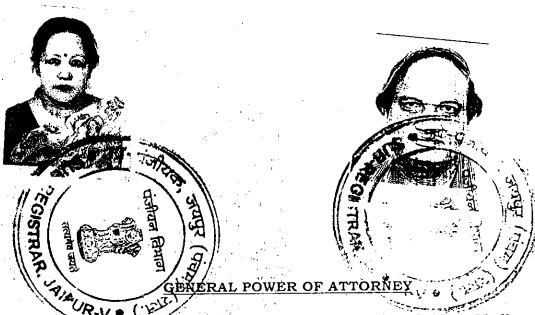
For Adarsh Buildestate Ltd.

**Authorised Signatory** 

BUILDING BLOCK







KNOW ALL MEN BY THESE PRESENTS that I Mrs. Madhu Chordia W/o Sh. Vinay Chordia R/o 61, Sangram Colony, C-Scheme, Jaipur [Hereinaster reserved to as "the Executants" in this General Power of Attorney, which expression shall unless the context otherwise requires include its successor(s) and permitted assign(s)]

Mathu

भव रजिस्ट्रार, जयपुर

THE CONTRACTOR OF THE CONTRACT

SEND GREETINGS:

whereas I am the owner of a land admeasuring 31755 sq. meter, which is converted in to Group housing and situated at khasra no. 160, 161, 218, 219, 255 & 253/911 Village Keshopura Ajmer Road, Jaipur by virtue of the Lease Deed dated 04-05-2012 issued by Jaipur Development Authority, Jaipur and registered on 04-05-2012 at Sub-Registrar VIII in Book No. 1, Volume No. 170, Page No.125 at serial no. 2012401002701 and pasted on additional Book No. 1 Volume No. 679 at Page No. 264 to 272.

WHEREAS I have entered into a Development Agreement dated 25.04.2013 and registered on 01-05-2013 at Sub-Registrar V in Book No. 1, Volume No. 660, Page No.173 at serial no. 2013397010640 and pasted on additional Book No. 1 Volume No. 2640 at Page No. 312 to 325 (hereinafter referred to as "Agreement"), with M/S. ADARSH BUILDESTATE LIMITED, a company incorporated under the Companies Act, 1956 and having its Registered Office at 10th Floor, Tower 9-B, Cyber City, DLF Phase-3, Gurgaon and Branch office at Elements Mall, near DCM, Ajmer Road, Jaipur through its authorized signatory Sh. Manish Choudhary for development of a group housing project ("hereinafter referred to as the "Project") situated on my above said land.

WHEREAS I am house wife and generally busy in my daily routine work therefore I am unable to care of the above said land and Project.

Madru

6 माह दिसम्बर सम् 2013 को 04:55 PM धर्म भी/भीवातीत्सुर्थी MADHU CHORDIYA पुत्र/पुत्री/पत्नी श्री VINAY CHCREEYA उस 48 वर्ष, जाति MAHAJAN व्ययसाय HOUSE WIFE निवासी: 61 SANGRAM COLONY C SCHEME JAIPUR null null ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

हस्ताक्षर प्रस्तुतकर्ता

हस्ताक्षर उप पंजी

(2013397049792)

JAIPUR-V

(Power of Att.for Sale of immov.prop.(WITHIN BEOOD RELATION))

[2013397053091] रसीद नं0 दिगांक 🦼 [6-12-2013] पंजीयन शुल्क रू0 प्रतिलिपि शुल्क रू० पृष्ठांकम शुक्क रू० 210 अन्य शुल्क रू० 1900 कमी स्टाम्प शुल्क रू० 2810 कुल योग रू०

(2013397049792)

उपपंजीयक,JAIPW

((Power of Att.for Sale of immov.prop.(WITHIN BLOOD RELATION)))

उक्त श्री/श्रीमती/सुश्री (Executant)

1 -MADHU CHORDIYA / VINAY CHORDIYA

उद्धः -48 वर्षः जाति - MAHAJAN, व्यवसाय -HOUSE WIFE निवासी -61 SANGRAM COLONY C SCHEME JAIPUR

Signature

Thumb



ने लेख्यपत्र . Power of Att.for Sale of immov.prop.(WITHIN BLOOD RELATION) को पढ़ सुन व समझकर निष्पादन करना स्वीकार पूर्व में/मेरेसमक्ष ,/ मे किया। प्रतिफल राशी रू० समक्ष प्राप्त करना रवीकार

उचल निष्पादन कर्ता की पहचान 1- भी/धीमती खुश्री MONU GUPTA पुत्र /पुत्री ,पत्ली श्री ADVOCATE उस्र -0 वर्ष जाति-null व्यवसाय -ADVOCATE निवासी JAIPUR,

2- श्री/श्रीमती/सुश्री VIVEK CHORDIA पुत्र /पुत्री /पत्मी श्री VINAY CHORDIA उंस -32 वर्ष जाति-MAHAJAN व्यवसाय -BUSINESS निवासी 61, SANGRAM COLONY C-SCHEME JAIPUR,

ने की है जिनके समस्त हस्ताक्षर एवं अगूंटा के निशान मेरे रामक्ष लिये

(2013397049792)

Power of Att.for Sale of immov.prop.(WITHIN BLOOD RELATION)

> आज दिनांक 6/12/2013 को पुस्तक संख्या ४ जिल्द संख्या ५६ में पूछ संख्या 129 क्रम संख्या 2013397001107पर पंजिबद्ध किया गया तथा अतिरिक्त पुस्तक संख्या ४ जिल्द संख्या 112 के पृष्ठ संख्या 1240 से 1250 पर चस्पा किया गया।

(2013397049792)

उप पंजीयक, JAIPUR-V

Power of Att.for Sale of immov.prop.(WITHIN BLOOD RELATION)

WHEREAS In order to facilitate the process of sale of flats/umts which are constructing in the project situated at the said land do hereby nominate/constitute and appoint my husband Shri Vinay abordia S/O Shri L.C. Chordia aged 55 years resident of 61 Sangram Colony C-Scheme, Jaipur as my true and lawful Attorney (hereinafter referred to as "the said Attorney") to execute and perform all or any of the following acts, deeds and things:

- To sign, execute, enter into, modify, cancel, terminate, alter, draw, and approve agreements to sell/ Sale Deeds in respect of flats/units in the Project with such persons and on such terms & conditions as the said attorney may think fit and proper but subject to the conditions contained in the said Agreement.
- 2. To determine, negotiate, finalise and modify the terms & conditions of the booking and agreement to sell/ Sale Deeds/ lease deeds of the flats/units in the project including the terms related to the consequences of delay, levy of interest, interest rates on delay of payment by the prospective buyer(s), waiving off of such interest, cancellation of booking, re-allotment of flats/units and to initiate and defend any legal proceedings against and by the buyer(s) in the project.
  - 3. To accept any/all advances/monies/consideration or other payments in respect of the flats/units situated in the projects on such terms and for such consideration as the said Attorney may think fit and proper and to do all things necessary in relation

सब रजिस्ट्रार, **जयपुर** पंचम

पंजीयन विभाग

Madhu

WHEREAS In order to facilitate the process of sale of flats/units which are constructing in the project situated at the said land I do hereby nominate/constitute and appoint my husband Shri Vinay Chordia S/O Shri L.C. Chordia aged 55 years resident of 61 Sangram Colony C-Scheme, Jaipur as my true and lawful Attorney (hereinafter referred to as "the said Attorney") to execute and perform all or any of the following acts, deeds and things:

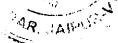
- 1. To sign, execute, enter into, modify, cancel, terminate, alter, draw, and approve agreements to sell/ Sale Deeds in respect of flats/units in the Project with such persons and on such terms & conditions as the said attorney may think fit and proper but subject to the conditions contained in the said Agreement.
- 2. To determine, negotiate, finalise and modify the terms & conditions of the booking and agreement to sell/ Sale Deeds/ lease deeds of the flats/units in the project including the terms related the consequences of delay, levy of interest, interest rates on delay of payment by the prospective buyer(s), waiving off of such interest, cancellation of booking, re-allotment of flats/units and to initiate and defend any legal proceedings against and by the buyer(s) in the project.
- 3. To accept any/all advances/monies/consideration or other payments in respect of the flats/units situated in the projects on such terms and for such consideration as the said Attorney may think fit and proper and to do all things necessary in relation

**प्तब रजिस्ट्रा**ए, जयसुर पंचम

Madri

क्र (यावा)

thereto.



- 4. To sell and dispose off all or any of the flats/units situated in the project Units on such terms and for such consideration as the said Attorney may think fit and proper and to do all things necessary in relation thereto subject to the conditions contained in the said Agreement.
- 5. To sign on tripartite Agreements/ deeds of flats/units situated in the project.
- 6. To present the documents for registration and admit the execution of such documents before the appropriate authority subject to the conditions contained in the said Agreement.
- 7. To do all other acts, deeds and things that is incidental or ancillary to or necessary in respect of the above mentioned and in accordance with the Agreement.
- GENERALLY TO DO AND PERFORM all acts, deeds, matters and things incidental or ancillary to and/or necessary for:
  - a) all or any of the purposes aforesaid,
  - b) the sale/disposal of the Units situated in the project in accordance with the Agreement.

भव रजिस्ट्राप, जवानुप पंचम

Madhu

M

That all terms and conditions of the said Development Agreement, dated 25.04.2010 to the extent applicable, shall form part of this Power of Attorney.

IN WITNESS WHERE OF, the executants has signed this General Power of Attorney on this \_\_\_\_ Day of \_\_\_\_. 2013 at Jaipur (Raj.)

Madhu Chordia (Executants)

WITNESSES;

विवेश चार डिमा अंग्रिस भी रहिमा 61 सम्माम श्रांतीनी

मोर्च ग्रह्मा ४०६ यमान पर्गाम ग्रह्म

ग्राम-बल्बी िक अत्रपु

भव रजिस्ट्रार, जयपुर पंचम

