

Government of Rajasthan
REGISTRATION & STAMPS DEPARTMENT, RAJASTHAN, AJMER
SUB-REGISTRAR : PALI-I

Fee Receipt
Appendix I-Form No. 9 (Rule 75 & 131)

Print Date : 09-10-2018 4:34 PM

Fee Receipt No : 201802475012575
Name : RADHA KESHAN
BOHRA ADV.,
BHAWANI, SUNITA

Receipt Date : 09/10/2018
Document S. No. : 201801475013398

Address : PALI
Document Type : Inspection And Search

Face Value : ₹ 0

Evaluated Value : ₹ 0

Ord-Registration Fee : ₹ 0

Fee for Memorandum Us_64_67 : ₹ 0

CSI : ₹ 0

Certified copying fees Us_57 : ₹

Stamp (Memorandum) : ₹

Reg (memorandum) : ₹ 0

Surcharge : ₹ 0

Stamp Duty : ₹ 50

Penalty : ₹ 0

Inspection fee : ₹ 0

Us_25_34 : ₹ 0

Commission : ₹ 0

Custody : ₹

Others : ₹ 0

Cash Amount Received : ₹ 50

Other than Cash : ₹ 50

Total Amount : ₹ 50

From Year 2018 To Year 2018

Mode of Payment (#Mode Number Amount #)
e-Gras Challan 25628618 ₹ 50

Signature of presenter or applicant for
copy or Search certificate

Signature of recipient
and date of return receipt

Cashier

SUB-REGISTRAR (प्रथम)

LEGAL OPINION WITH NON ENCUMBRANCE CERTIFICATE

Dated: 10-10-2018

To,

The Real Estate Regulation and Development Authority
Jaipur (Rajasthan)

SUB: - Title opinion report certifying non encumbrance certificate regarding of the Khasra no.604/8 Chak no. 2, Pali belonging to M/s Dya Dream Residency LLP , Dya-Plaza,21 , Mrs. St floor Plot no 12, Kasturba Nagar Part-B Naya Goan Pali-Marwar and Mrs.Bhavana W/o Mr. Jugal Kishore and Mrs. Sunita W/o Mr. Mahendar Singh Rajpurohit Resident of 78, Rajat Vihar Colony and 95, Braham Vihar, Pali

Dear Sir,

I refer to you requesting me to furnish non encumbrances and certify and submit the Title cum Opinion Report about the clear and marketable title to the above property for registration purpose under the provisions of The Real Estate (Regulation and Development) Act

1. Description & Area of Property, Proposed to be Applicantd. Specific number(s) and address of property along with boundaries and measurements.

The Khasra no.604/8 Chak no. 2, Pali with the boundaries as (as mentioned in Patta dated 14-06-2018 follows:-

NORTH : Remaining Land of Khasra no. 604/5
SOUTH : Road
WEST : Khasra no. 604/4 and Road
EAST : Khasra no. 604/5

Area: 8566.39 Sq. Yards.

2. Nature of property. (Whether Agricultural, Non-Agricultural, Commercial, Residential or Residential. If Non Agricultural, then reference & date of conversion order from the competent authority should also be mentioned)

Residential

3. Name of Applicant/ Owner and Status in the Account i.e. borrower or guarantor, Developeres and whether Individual, Sole Proprietor, Partner, Director, Karta or Trustee. In case the Applicant is Partner/Director/Trustee who is Applying Applying the property on behalf of Partnership/Company/Trust, Whether he/she has the authority. Copy of the Resolution/Memorandum & Article of Association/Trust Deed etc whether examined and verified.

M/s Dya Dream Residency LLP , Dya-Plaza,21 , Mrs. St floor Plot no 12, Kasturba Nagar Part-B Naya Goan Pali-Marwar Mrs. Bhavana W/o Mr. Jugal Kishore and Mrs. Sunita W/o Mr. Mahendar Singh Rajpurohit Resident of 78, Rajat Vihar Colony and 95, Braham Vihar, Pali

Status as Applicant

Radha Kishan Bohra
Advocate
15-A, Adarsh Nagar, Pali

5. **Whether the property is Freehold or Leasehold. If Leasehold then period of lease, and if Freehold whether Urban Ceiling Act applies and permission to be obtained.**
The property is Lease hold allotted by UIT, Pali
6. **Source of Property i.e. Self acquired or Ancestral. If Ancestral then mode of succession and whether original Will/ Probate is available.**
By Development Agreement
7. **Whether the Applicant is Co-owner/Joint Owner and Developeres /or any Development agreement of the Property is made between the members through Development Agreement. If yes, whether original registered Development Agreement is available.**
Joint Owner
8. **Whether Applicant is in exclusive possession of property or it is leased/rented out to third party.**
In exclusive possession
9. **Whether the Property is mutated in municipal / revenue records and Applicant's name is reflecting and if not, the reason thereof.**
Mutation in municipal/revenue records not required. Applicant name is reflected in the record of UIT, Pali
10. **Whether any restriction for creation of Applicant is imposed under Central / State / Local Laws. If yes, then specify whose consent or permission would be required for creation of Applicant.**
No.
11. **Whether all the original Title Deeds including antecedent Title Deeds and other relevant documents are available. Please give detailed list.**
Yes, title deeds are available as mentioned in para 14 & 18 of this report.
12. **Whether the Advocate has personally visited the Sub Registrar/Revenue/Municipal office and examined the records.**
Yes, I myself have carefully examined entire documents made available to me regarding the abovementioned property and I have inspected the record of the office of the Sub-Registrar Sirohi for 13 years Search was conducted of the Book no. I of Sub Registrar Pali vide receipt no.201802475012575 dated 09-10-2018
13. **Details of documents examined/scrutinized. (This should be in choronological order with serial numbers, type/nature of document, date of execution, parties, date of registration details including the details of revenue/society records etc.)**
The following documents are studied / scrutnised in respect of aforesaid property.
 1. Original Patta Vilekh no. 029 issued by UIT, Pali in favour of Mrs. Bhavana W/o Mr. Jugal Kishore and Mrs. Sunita W/o Mr. Mahendar Singh Rajpurohit Resident of 78, Rajat Vihar Colony and 95, Braham Vihar, Pali registered in the office of sub Registrar pali on Book no I Jild no 251 Page no 1 Sr. no.201803475105917 on date 15-06-2018
 2. Original Development Agreement executed on date 10-08-2018 by Mrs. Bhavana W/o Mr. Jugal Kishore and Mrs. Sunita W/o Mr. Mahendar Singh Rajpurohit , Pali in favour of Partners of M\s Dya Dream Residency LLP , Dya-Plaza,21 , Mrs. St floor Plot no 12, Kasturba Nagar Part-B Naya Goan Pali-Marwar registered in the office of sub Registrar Pali on Book no I Jild no 3 Page no 195 Sr. no.201803472100595 on date 16-08-2018


Radha Keshvi Bohra
 Advocate
 15-A, Adarsh Nagar, Pali

3. Original Power of Attorney executed on date 16-08-2018 by Mrs. Bhavana W/o Mr. Jugal Kishore and Mrs. Sunita W/o Mr. Mahendar Singh Rajpurohit , Pali in favour of Partners of M/s Dya Dream Residency LLP , Dya-Plaza,21 , Mrs. St floor Plot no 12, Kasturba Nagar Part-B Naya Goan Pali-Marwar registered in the office of sub Registrar Pali on Book no VI Jild no 1 Page no 1 Sr. no.201803472600001 on date 16-08-2018

15. Tracing of chain of title in favour of the Applicant / owner starting from the earliest document available. The nature of document / Deed conveying the title should be mentioned with description of parties along with the type of right it creates.

As per the abovementioned Photocopy of documents made available to me, I have carefully gone through about the chain of title, by the perusal of Documents Submitted Mrs. Bhavana W/o Mr. Jugal Kishore and Mrs. Sunita W/o Mr. Mahendar Singh Rajpurohit Resident of 78, Rajat Vihar Colony and 95, Braham Vihar, Pali and M/s Dya Dream Residency LLP , Dya-Plaza,21 , Mrs. St floor Plot no 12, Kasturba Nagar Part-B Naya Goan Pali-Marwar. the said property is Khasra no.604/8 Chak no. 2, Pali. Patta Vilekh no. 029 issued by UIT, Pali in favour of Mrs. Bhavana W/o Mr. Jugal Kishore and Mrs. Sunita W/o mr. Mahendar Singh Rajpurohit Resident of 78, Rajat Vihar Colony and 95, Braham Vihar, Pali. She has executed Development Agreement with M/s Dya Dream Residency LLP , Dya-Plaza,21 , Mrs. St floor Plot no 12, Kasturba Nagar Part-B Naya Goan Pali-Marwar and Mrs. Bhavana W/o Mr. Jugal Kishore and Mrs. Sunita W/o Mr. Mahendar Singh Rajpurohit Resident of 78, Rajat Vihar Colony and 95, Braham Vihar, Pali

16. Whether there is any doubt / suspicion about the genuineness of the original documents. If yes, then specify.

No.

17. The final certificate of the Advocate confirming that title of the property(s) to be Applicantd is examined by him and the same is / are clear and marketable.

Final Certificate / Opinion:

I have examined all the above aspects and as per the scrutinizing all the photocopies of documents made available to me pertaining to the abovementioned property and search made by me in the office of Sub-Registrar Pali hereby certify that, the title of the abovementioned property is clearly in the name of Mrs. Bhavana W/o Mr. Jugal Kishore and Mrs. Sunita W/o Mr. Mahendar Singh Rajpurohit Resident of 78, Rajat Vihar Colony and 95, Braham Vihar, Pali which is marketable saleable and free from all encumbrances. Has right to apply for registration under provision of the Real Estate (Regulation and Development) Act.

Certificate

I hereby certify that, I have personally visited the office of Sub-Registrar Pali and also have searched the record of central Registry and have personally search and verified the information furnished in report. I hereby certify that, the title of the abovementioned property is clearly in the name of Mrs. Bhavana W/o Mr. Jugal Kishore and Mrs. Sunita W/o mr. Mahendar Singh Rajpurohit Resident of 78, Rajat Vihar Colony and 95, Braham Vihar, Pali with agreement for development of real state which is marketable saleable and free from all encumbrances. has right to apply for registration under provisions of the Real Estate (Regulation and Development. The chain of title is complete and the property is free from all prior charges and encumbrances

PLACE: PALI.

DATE: 10-10-2018

RADHA KISHAN BOHRA
Radha Kishan Bohra
Advocate
15-A, Adarsh Nagar, Pali
Advocate



16
14-06-2018



श्रीमती वसुन्धरा राजे, माननीय मुख्यमंत्री

नगर विकास न्यास, पाली

राजस्थान नगरीय क्षेत्र (कृषि भूमि का गैर-कृषिक प्रयोजन के लिए उपयोग के अनुज्ञा और आवंटन) नियम, 2012 के नियम 22 के अन्तर्गत भूमि का

क्र.सं.

पट्टा विलेख

यह विलेख आज वर्ष 2018 के माह जून के 14 वे दिन नगर विकास न्यास, पाली (विशाल दव)

(जिन्हें इसके बाद नगर निकाय कहकर संबोधित किया गया है) प्रथम पक्ष एवं श्री/श्रीमती भावना यती जुगल किशोर सचिव नगर विकास न्यास एवं सुनीता पत्नी मोहनसिंह राजपुरोहित पुत्र श्री

जाति राजपुरोहित व्यवसाय गृहणी निवासी 78, रजत विहार कॉलेनी एवं 95 ग्रहम विहार पाली

(जिनको इसके बाद लीजधारक संबोधित किया गया है) द्वितीय पक्ष तथा इस इबारत में जहाँ कही प्रसंग से वैसा अर्थ निकले, उनके उत्तराधिकारी, निर्वाहक, प्रबन्धक, प्रतिनिधि और मुन्तकिल अलैह भी सम्मिलित होंगे) के मध्य निष्पादित हुआ है।

यह विलेख साक्षात्कृत करता है कि प्रीमियम तथा विकास शुल्क की रकम जो लीजधारक (पट्टाधारक) के द्वारा अदा कर दी गई है और जिसकी रसीद नगर निकाय के द्वारा स्वीकार कर ली गई है, और इसमें उल्लिखित शर्तों और करारों जो लीजधारक द्वारा निष्पादित तथा पालन किये जायेंगे, के एवज में नगर निकाय इनके द्वारा लीजधारक को जमीन का वह तमाम भूखण्ड (जिसे इसके बाद उक्त भूखण्ड कहकर संबोधित किया गया है) प्रदान और लीज करती है जो योजना खसरा सं. 604/8 राजस्व ग्राम पाली-उक द्वितीय के खसरा संख्या 604/8 क्षेत्रफल 7162.59 वर्ग मी. में स्थित है और जो अपनी सीमा और क्षेत्रफल के साथ इसके अन्तर्गत लिखे गये परिशिष्ट में अधिक पूर्णरूपेण वर्णित है तथा जिसका आकार विशेष रूप से इससे सलग्न नक्शे में लाल रंग में दिखाया गया है, और जिसे पूर्ण स्वामित्व सम्बंधी स्वत्वों सहित किन्तु निम्नलिखित तमाम व प्रत्येक अपवादों, संरक्षणों, प्रतिबन्धों, बन्धनों, शर्तों और करारों के अधीन खरीददार अपने उपयोग, उपभोग और इस्तेमाल के लिए अपने अधिकार में ले

नगर निकाय के कार्यालय में या ऐसे स्थान पर जिसे नगर निकाय समय-समय पर इस हेतु नियम कर दे, प्रत्येक वर्ष अप्रैल के प्रथम दिन उक्त भूखण्ड के सम्बन्ध में उक्त नियमों के नियम 20 के उप-नियम (1) के अन्तर्गत निर्धारित किये गये नगरीय निर्धारण (राशि, माबन्दी या भूमि का किराया) के तौर पर रुपये अंके निशुल्क मात्र पेशगी अदा करेगा, परन्तु लीजधारक, यदि चाहे तो, एक बारीय नगरीय निर्धारण (राशि जमा नदी या भूमि का किराया) की राशि जमा करा सकेगा, जो उस वर्ष, जिसमें राशि जमा करायी जाती है, को सम्मिलित करके हुए पूर्ण नगरीय निर्धारण की राशि के आठ गुणा के बराबर होगी और इस प्रकार जमा कराई गयी नगरीय निर्धारण की राशि के फलस्वरूप लीजधारक उक्त भूखण्ड पर नगरीय निर्धारण की राशि के संदाय के दायित्व से छूट प्राप्त करने का अधिकारी होगा।

एक बार नियत किया गया नगरीय निर्धारण या भूमि का किराया प्रत्येक 15 वर्ष के पश्चात् और विक्रय या दान या अन्यथा द्वारा ऐसे अन्तरण पर भी पुनरीक्षण का दायी होगा और ऐसी वृद्धि प्रत्येक अवसर पर ऐसे पुनरीक्षण या, यथास्थिति, अन्तरण के समय नगरीय निर्धारण या भूमि के किराये का 25 प्रतिशत होगी।

3. पट्टे की अवधि :- पट्टाधृति अधिकार 99 वर्ष के लिए होंगे।

4. उक्त भूखण्ड का उपयोग केवल मुख्यमंत्री जन आवास योजना 2015 प्रयोजन, जिसके लिए नगर निकाय द्वारा उक्त नियमों के अन्तर्गत अनुमति दी गयी है, के लिए किया जायेगा और इसी प्रयोजन के उपयोग हेतु भूखण्ड पर भवन का निर्माण किया जायेगा।

5. इस पट्टाधृति विलेख की तारीख से 7 वर्ष, या ऐसी अतिरिक्त अवधि के भीतर जो नियम-26 के अन्तर्गत बढ़ा दी जावे, लीजधारक के द्वारा इस भूखण्ड पर भवन का निर्माण कराया जायेगा।

6. लीजधारक उक्त भूखण्ड को आगे और अन्तरित या उप-पट्टे पर दे सकेगा। उक्त नियमों में अन्तर्विष्ट निबन्धन और शर्तों और अन्य उपबन्ध, यथावश्यक परिवर्तन सहित, अन्तरित या उप-पट्टेदार पर इस प्रकार लागू होंगे मानो प्रश्नगत उक्त भूखण्ड नगर निकाय द्वारा दिया गया है या अन्तरित किया गया है। लीजधारक द्वारा उप-पट्टे की कालावधि स्वयं अवधारित की जायेगी किन्तु किसी भी दशा में मूल पट्टे की कालावधि से अधिक नहीं होगी। उप-पट्टे उक्त नियमों में विहित समस्त अन्य निबन्धनों और शर्तों या किन्हीं पृथक् आदेशों द्वारा, जो राज्य सरकार द्वारा समय-समय पर इस निमित्त विनिर्दिष्ट मामलों में जारी किये जाये, शासित होंगे।

उक्त भूखण्ड के अन्तरण के मामले में, अन्तरित के पक्ष में नाम में अन्तरण के लिए नगर निकाय को आवेदन के साथ रजिस्ट्रीकृत विक्रय विलेख, दान विलेख, या वसीयत या अन्य सुसंगत दस्तावेज प्रस्तुत किये जायेंगे। प्रत्येक अन्तरण के लिए आवेदन के साथ दस रुपये प्रति वर्गमीटर की दर से अन्तरण फीस निश्चित की जायेगी; परन्तु लीजधारक की मृत्यु के मामलों में इस नियम के अधीन कोई फीस प्रभारित नहीं की जायेगी।

उक्त नियमों के अधीन किसी व्यक्ति के प्रति परादेय प्रीमियम या नगरीय निर्धारण या ब्याज, आन्तरिक/बाह्य विकास प्रभारों का कोई बकाया राजस्थान भू-राजस्व अधिनियम, 1956 के अधीन भू-राजस्व की बकाया के रूप में लीजधारक से वसूलीय होगा।

यदि आवंटन या पट्टा विलेख के निष्पादन के पश्चात् यह पाया जाता है कि आवंटन या पट्टा विलेख विधि की दुरुभिसंधि या उसके उल्लंघन में कपटपूर्ण दस्तावेज के आधार पर दुर्यपदेशन द्वारा अभिप्राप्त किया गया है या आवंटन या पट्टा विलेख के

34 पञ्चायत पाली (प्रथम) (क.प.उ.)

NOTARY PAL

निबन्धनों और शर्तों का अतिक्रमण किया गया है तो नगर निकाय उक्त भूखण्ड पर उसके किसी संनिर्माण सहित उसे प्रतिसंहत करेगा जो सभी प्रभारों से रहित नगर निकाय में निहित समझे जायेगे, और नगर निकाय किसी भी व्यक्ति को कारित किसी भी प्रकार की नुकसानी के लिए दायी नहीं होगा।

10. इस पट्टा विलेख के आधार पर उक्त भूखण्ड को सरकार/जीवन बीमा निगम/शिडयूल्ड बैंक/सरकार ऋणदात्री संस्था/एच.डी.एफ.सी अथवा नेशनल बैंक द्वारा अधिकृत ऋणदात्री संस्थाओं के पास भवन निर्माण के ऋण के लिए बंधक रखा जा सकेगा।

जो लागू नहीं हो उसे काट दें।

परिशिष्ट

करवे का नाम :
राजस्व ग्राम पाली चक द्वितीय
खसरा नं. 604/8
योजना का नाम मुख्य मंत्री जन आवास योजना 2015
विस्तृत नाप सहित क्षेत्रफल वर्गगज/वर्गमीटर

सीमा पूर्व ख. 604/6 सीमा पश्चिम ख. 604/4 व सडक 40 फीट
सीमा उत्तर ख. 604/5 शेख धर्म सीमा दक्षिण सडक 80 फीट मानचित्र संलग्न है।
भूखण्ड की संख्या यदि कोई हो

इसके साक्षी के रूप में इसके फरीकेन ने इसके बाद प्रत्येक दशा में निर्देशित स्थानों और तारीखों पर अपने हस्ताक्षर कर दिये हैं।

नगरीय निकाय की ओर से

आज सन् 20.18 के माह जून के वें दिन
श्री विशाल देवे R.A.S.
ने निम्नलिखित की उपस्थिति में पाली में हस्ताक्षर किये -

नगर निकाय - प्रथम पक्ष

विशाल देवे
(सक्षम अधिकारी/हस्ताक्षर/मोहर)
सचिव
नगर विकास न्यास, पाली

साक्षी के हस्ताक्षर

साक्षी :-
1. नाम विनोद चौहान सहाय लेखाधिकारी, प्रथम
पिता/पति का नाम सीताराम जी
व्यवसाय लेखा राज्य सेवा
निवास स्थान 1A/16 पुराना डाकघर जं. बौद्ध पाली
2. नाम हीरसिंह राजपूत
पिता/पति का नाम शंकर सिंह जी
व्यवसाय राज्य सेवा / निकाय सेवा
निवास स्थान नगर विकास न्यास पाली

साक्षी के हस्ताक्षर

भावना Sunita

आज दिनांक 14-06-2018 सन् 2018 के माह जून के 14 वें

दिन को निम्नलिखित की उपस्थिति में उक्त श्रीमती भावना एवं श्रीमती सुनीता लीजधारक द्वारा कार्यालय नगर विकास न्यास, पाली में हस्ताक्षर किये गये।

साक्षी :-
1. नाम विरेंद्र सिंह
पिता/पति का नाम सुख सिंह जी
व्यवसाय आपार
निवास स्थान 98-A, नाकोडा नगर, पाली
2. नाम प्रीत कुमार
पिता/पति का नाम जगदीश सिंह जी
व्यवसाय रेल्वे डाकघर
निवास स्थान बापु नगर विस्तार पाली



साक्षी के हस्ताक्षर

साक्षी के हस्ताक्षर

Presentation Endorsement

आज दिनांक 15 माह 06 मन् 2018 को 12:14 PM बजे
श्री/श्रीमती/मुश्री BHAWANA पुत्र/पुत्री/पत्नि श्री JUGAL KISHORE
उम्र 45 वर्ष, जाति RAJPUROHIT, व्यवसाय Housewife
निवासी House No.:78, Colony: RAJAT NAGAR VIHAR COLONY PALI,
Area: RAJAT NAGAR VIHAR COLONY PALI, City: PALI, Pin code:
306401, District: PALI, State: RAJASTHAN
ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

भावना

हस्ताक्षर प्रस्तुतकर्ता
201801475009219

उप पंजीयक पाली (प्रथम)

हस्ताक्षर उप पंजीयक,
PALI-I

Lease deed/Sale deed issued by private developer, Dev.Auth., Raj. Housing Board, UIT, Ricco and Municipality under Chief Minister Jan Awas Yojna - 2015 in favor of person of LIG.

Fees Receipt Endorsement

रसीद नं.	201802475008645
दिनांक	15-06-2018
पंजीयन शुल्क ₹	0
प्रतिलिपि शुल्क ₹	0
पृष्ठांकन शुल्क ₹	200
अन्य शुल्क ₹	0
कमी स्टाम्प शुल्क ₹	0
कमी सरचार्ज शुल्क ₹	0
कुल योग	200

201801475009219

Lease deed/Sale deed issued by private developer, Dev.Auth., Raj. Housing Board, UIT, Ricco and Municipality under Chief Minister Jan Awas Yojna - 2015 in favor of person of LIG.



Coloured Photo only
ATTESTED
Photo State/True Copy
26.06.2018
Tarun Mehta NOTARY PAL

Endorsement of Execution

अनु क्र. पक्षकारों का नाम व पता

छायाचित्र

अंगूठा

पक्षकारों का प्रकार

1 श्री/श्रीमती/सुश्री AAYUKT, पुत्र/पुत्री/पत्नि श्री AAYUKT NAGAR PARISHAD PALI, व्यवसाय जाति Nagar Palika



Executant
Age : 0
Signature :

2 श्री/श्रीमती/सुश्री SUNITA, पुत्र/पुत्री/पत्नि श्री MAHENDAR SINGH, व्यवसाय Housewife जाति RAJPUROHIT House No.:95, Colony: PALI, Area: BRAHAM VIHAR, City: PALI, Pin code: 306401, District: PALI, State: RAJASTHAN



Claimant
Age : 37
Signature : *Sunita*

3 श्री/श्रीमती/सुश्री BHAWANA, पुत्र/पुत्री/पत्नि श्री JUGAL KISHORE, व्यवसाय Housewife जाति RAJPUROHIT House No.:78, Colony: RAJAT NAGAR VIHAR COLONY PALI, Area: RAJAT NAGAR VIHAR COLONY PALI, City: PALI, Pin code: 306401, District: PALI, State: RAJASTHAN



Claimant
Age : 45
Signature : *भावना*

ने लेख्यपत्र Lease deed/Sale deed issued by private developer, Dev.Auth., Raj. Housing Board, UIT, Ricco and Municipality under Chief Minister Jan Awas Yojna - 2015 in favor of person of LIG को पढ़ सुन व समझकर निष्पादन करना स्वीकार किया।

प्रतिफल राशि रु 0/- पूर्व में / मेरे समक्ष / में से रु 0/- पूर्व में ————— ये मेरे समक्ष प्राप्त करना स्वीकार किया।

उक्त निष्पादन कर्ता की पहचान निम्न व्यक्तियों ने की है, जिनके हस्ताक्षर एवं अंगूठा निशान मेरे समक्ष लिए गए हैं।

अनु क्र. पक्षकारों का नाम व पता

छायाचित्र

अंगूठा

हस्ताक्षर

1 Name: श्री/श्रीमती/सुश्री SATYPRAKSH, पुत्र/पुत्री/पत्नि श्री BHIKAM CHAND JI जाति KUMAWAT Age: 35 Add: House No.:0, Colony: PALI, Area: PALI, City: PALI, Pin code: 306401, District: PALI, State: RAJASTHAN



Signature : *Satyprakash*

201801475009219

Lease deed/Sale deed issued by private developer, Dev.Auth., Raj. Housing Board, UIT, Ricco and Municipality under Chief Minister Jan Awas Yojna - 2015 in favor of person of LIG.

उप पंजीयक पाली (प्रथम)



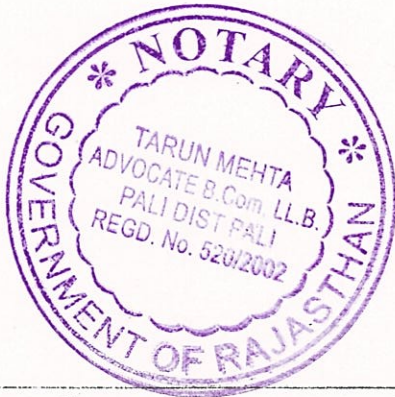
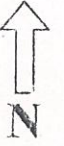
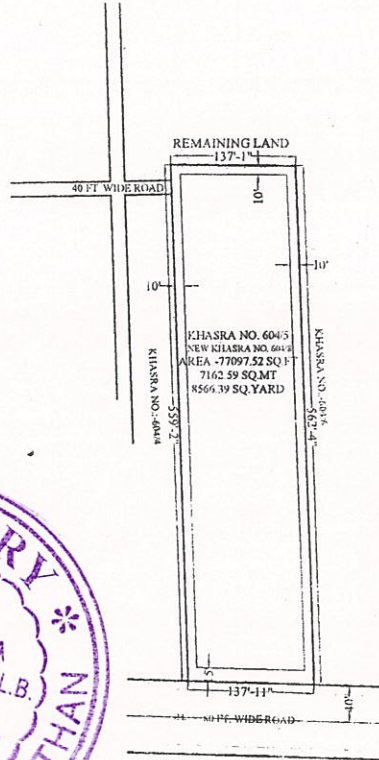
नगर विकास न्यास, पाली

मुख्यमंत्री जन आवास योजना-2015 के प्रावधान
संख्या- 3ए के अन्तर्गत आवासीय प्रयोजनार्थ

आवेदक का नाम:-

पाली चक-2 के खसरा संख्या-604/5
नगर विकास न्यास के नाम दर्ज नवीन
खसरा संख्या- 604/8

साइट प्लान



Scale: 1"=200'

दिशा	नपति	सेटबेक	पडोस
उत्तर	137 फीट 1 इन्च	न्युनतम 10 फीट	खसरा संख्या-604/5 शेष भूमि
पूर्व	562 फीट 4 इन्च	न्युनतम 10 फीट	खसरा संख्या-604/6
दक्षिण	137 फीट 11 इन्च	15 फीट	सडक 80 फीट
पश्चिम	559 फीट 2 इन्च	न्युनतम 10 फीट	खसरा संख्या-604/4 व सडक 40 फीट
क्षेत्रफल:-	77097.52 SQ.FT / 7162.59 SQ.MT / 8566.39 SQ.YARD		

उप-पंजीयन अधिकारी

उप-पंजीयन अधिकारी
नगर विकास न्यास, पाली

कनिष्ठ अभियन्ता
नगर विकास न्यास, पाली

ATTESTED
Photo State/True Copy
26.06.2018
NOTARY PAL

सचिव
(विशाल दवे)
नगर विकास न्यास, पाली

उप पंजीयन अधिकारी (प्रथम)

Under 54 Endorsement

धारा 54 के तहत प्रमाण-पत्र प्रमाणित किया जाता है कि इस लेख पत्र की मालियत रु 11781000 मानते हुए इस पर देय कमी मुद्रांक राशि रु 0 पर कमी पंजीयन शुल्क रु 0, सरचार्ज राशि 0 कुल रु 0 रसीद संख्या 201802475008645 दिनांक 15-06-2018 में जमा किये गये हैं।

अतः दस्तावेज को रु 0 के मुद्रांकों पर निष्पादित माना जाता है।

उप पंजीयक पाली (प्रथम)

201801475009219

उप पंजीयक, PALI-I

Lease deed/Sale deed issued by private developer, Dev.Auth., Raj. Housing Board, UIT, Ricco and Municipality under Chief Minister Jan Awas Yojna - 2015 in favor of person of LIG .

Registration Endorsement



आज दिनांक 15/06/2018 को पुस्तक संख्या 1 जिल्द संख्या 251 में पृष्ठ संख्या 1 क्रम संख्या 201803475105917 पर पंजीबद्ध किया गया तथा अतिरिक्त पुस्तक संख्या 1 जिल्द संख्या 1862 के पृष्ठ संख्या 1 से 6 पर सप्ता किया गया।

201801475009219

उप पंजीयक, PALI-I

Lease deed/Sale deed issued by private developer, Dev.Auth., Raj. Housing Board, UIT, Ricco and Municipality under Chief Minister Jan Awas Yojna - 2015 in favor of person of LIG .

उप पंजीयक पाली (प्रथम)



Government of Rajasthan
REGISTRATION & STAMPS DEPARTMENT, RAJASTHAN, AJMER
SUB-REGISTRAR : PALI-I

Fee Receipt

Appendix I-Form No. 9 (Rule 75 & 131)

Print Date :

15/06/2018 1:55

Fee Receipt No	: 201802475008645	Receipt Date	: 15/06/2018
Name	: SUNITA	Document S. No.	: 201801475008645
Address	: 95 ,PALI ,PALI ,PALI		
Document Type	: Lease granted for a fine or premium or money advanced or development charges or security charges advanced in addition to the rent		
Face Value	: ₹ 0	Evaluated Value	: ₹ 1188000
Ord-Registration Fee	: ₹ 0	Fee for Memorandum Us. 64. 67	: ₹ 0
CSI	: ₹ 200	Certified copying fees Us. 57	: ₹ 0
Stamp (Memorandum)	: ₹	Reg (memorandum)	: ₹
Surcharge	: ₹ 0	Stamp Duty	: ₹ 0
Penalty	: ₹ 0	Inspection fee	: ₹ 0
Us. 25 34	: ₹ 0	Commission	: ₹ 0
Custody	: ₹	Others	: ₹ 0
		Cash Amount Received	: ₹ 0
		Other than Cash	: ₹ 200
		Total Amount	: ₹ 200

Mode of Payment (#Mode Number Amount #)

e-Gras Challan 23498713 ₹ 200

Signature of presenter or applicant for
copy or Search certificate

Cashier

Signature of recipient
and date of return receipt

SUB-REGISTRAR

Coloured Photocopy
ATTESTED
Photo State/True Copy
26.06.2018
Tarun Mehta NOTARY PAL



Government of Rajasthan
REGISTRATION & STAMPS DEPARTMENT, RAJASTHAN, AJMER
SUB-REGISTRAR : PALI-II

Fee Receipt

Appendix I-Form No. 9 (Rule 75 & 131) Print Date : 16-08-2018 6:40 PM

Fee Receipt No	: 201802472000967	Receipt Date	: 16/08/2018
Name	: SMT BHAWNA,	Document S. No	: 201801472000993
Address	: 98 ,PALI ,PALI ,PALI		
Document Type	: Agreement		
Face Value	: ₹ 2500000	Evaluated Value	: ₹ 0
Ord-Registration Fee	: ₹ 25000	Fee for Memorandum Us 64 67	: ₹ 0
CSI	: ₹ 200	Certified copying fees Us 57	: ₹ 0
Stamp (Memorandum)	: ₹	Reg (memorandum)	: ₹ 0
Surcharge	: ₹ 7500	Stamp Duty	: ₹ 37500
Penalty	: ₹ 0	Inspection fee	: ₹ 0
Us_25_34	: ₹ 0	Commission	: ₹ 0
Custody	: ₹	Others	: ₹ 0
		Cash Amount Received	: ₹ 0
		Other than Cash	: ₹ 70200
		Total Amount	: ₹ 70200

Mode of Payment (#Mode Number Amount #)

e-Gras Challan 24683586 ₹ 69000 # Stamp N.A. ₹ 1200

Signature of presenter or applicant for
copy or Search certificate

Cashier

Signature of recipient
and date of return receipt

SUB-REGISTRAR

उप पंजीयक (द्वितीय) पाली





F 757467

राजस्थान RAJASTHAN

31 JUL 2018

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT ("Agreement") is executed here at Pali on this 10th day of August, 2018, by and between:

1. Smt. Bhavina (Aadhar No. 4324 6994 4718) w/o Shri Jugal Kishore Rajpurohit, aged about 40 Years, PAN CHGPK6319B, an Adult, Hindu and Indian habitant residing at 98, Rajat Colony, Pali Marwar (Rajasthan) 306401, hereinafter referred to as the "Land Owner No. 1"; and
2. Smt. Sunita Rajpurohit (Aadhar 6985 4108 0394) w/o Shri Mahendra Singh Rajpurohit, aged about 44 Years, PAN CYXPR8812E, an Adult, Hindu and Indian habitant residing at 95, Brahm Vihar, Pali Marwar (Rajasthan) 306401, hereinafter referred to as the "Land Owner No. 2".

[The Land Owner No.1 and Land Owner No. 2 shall hereinafter collectively be referred to as the "Land Owners" or "the Party of the First Part", which expression shall unless the context otherwise requires mean and include all the Land Owners and their respective successor(s), nominee(s), legal heir(s) and permitted assign(s)];

AND

M/s Daya Dream Residency LLP, a Limited Liability Partnership Firm registered under Limited Liability Partnership Act, 2008, vide registration no. AAM-2155, having its registered office at Daya-Plaza, 21, First Floor, Plot No. 12, Kasturba Nagar Part-B, Naya

Handwritten signatures and fingerprints at the bottom of the page, including "M/s. Rajpurohit", "भवना", "sunita", and a signature "DR".

५९७० ७१८/१८
 सुनिता
 राजपुरोहित
 १९ प्रेमविहार पाकी
 पति - मेहेंद्र सिंह
 ५५
 १०००
 १९८८
 १९८८

गन स्टाम्प अधिनियम, १९९८ के अन्तर्गत	
स्टाम्प राशि पर प्रभारित अधिभार	
आधारभूत अवसरचना सुविधाओं हेतु	१००८
(धारा ३-क)-१०% रुपये	
गाय और उसकी नरल के सख्तन और राखन हेतु	१००८
(धारा ३-ख)-१०% रुपये	
कुल योग	२००८
हस्ताक्षर स्टाम्प वेण्डर	



h. That this Agreement shall be executed in two counterparts by the parties hereto, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, both the parties put their hands and seal on the day date first mentioned above in the presence of following witnesses.

Witnesses

1. सायनारायण
सायप्रकाश S/o मिकमच-दधी
जाती कुमावत जवाहरनगर-पाली
सायप्रकाश

भावना


Bhavna
(Land Owner No 1)

 Sunita
Sunita Rajpurohit
(Land Owner No. 2)

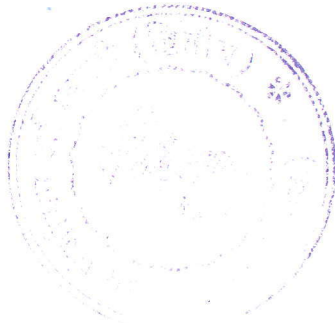
2.

For Daya Dream Residency LLP

 Jugal Kishore
Jugal Kishore Rajpurohit
Designated Partner 1

 Mahendra Singh
Mahendra Singh Rajpurohit
Designated Partner 2
(Developer)

उप पंजीयक (द्वितीय) पाली



Under 54 Endorsement

धारा 54 के तहत प्रमाण-पत्र प्रमाणित किया जाता है कि इस लेख पत्र की मालियत रु 2500000 मानते हुए इस पर देय कमी मुद्रांक राशि रु 37500 पर कमी पंजीयन शुल्क रु 25000, सरचार्ज राशि 7500 कुल रु 70000 रसीद संख्या 201802472000967 दिनांक 16-08-2018 में जमा किये गये हैं।

अतः दस्तावेज को रु 37500 के मुद्रांकों पर निष्पादित माना जाता है।

201801472000993

Developer Agreement (Sale power)

उप पंजीयक (द्वितीय) पाली

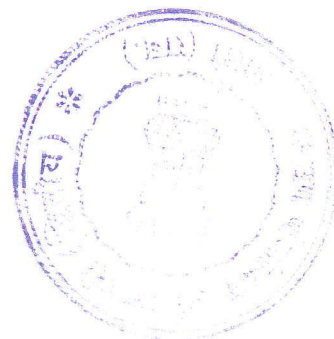
Registration Endorsement

आज दिनांक 16/08/2018 को
पुस्तक संख्या 1 जिल्द संख्या 3 में
पृष्ठ संख्या 195 क्रम संख्या 201803472100595 पर पंजीवद्ध किया गया तथा
अतिरिक्त पुस्तक संख्या 1 जिल्द संख्या 12 के
पृष्ठ संख्या 449 से 464 पर चस्पा किया गया।

201801472000993

Developer Agreement (Sale power)

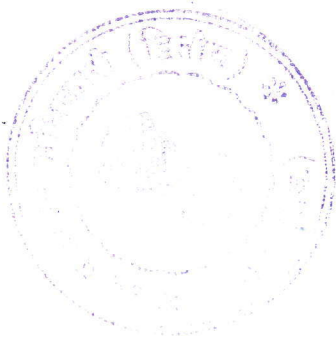
उप पंजीयक (द्वितीय) पाली



Project Land and/or from breach of any of the terms and conditions of this Agreement by the Land Owners.

8. MISCELLANEOUS

- a. If the project could not be undertaken due to Force Majeure then the Land Owners shall be liable to repay amount paid towards the Land Owners Consideration and all the cost and expenses incurred by the Developer on the Project as on such date, to the Developer.
- b. The Developer and the Land Owners have entered into this Agreement on Principal to Principal basis only and nothing contained herein shall be deemed or construed as constituting a service contract or a partnership of sale or transfer of property between the Developer and the Land Owners or as a joint venture between the Developer and the Land Owners in any manner constituted an association of persons.
- c. All the terms and conditions of this agreement shall be applicable to all the legal heirs, Legal representatives, Designated Partners/Partners, agents, attorneys of both the Parties.
- d. That all cost of stamping, engrossing and registration of this agreement and any other paper relating to this agreement shall be borne by the Developer.
- e. This agreement may be amended only by an instrument in writing signed by the parties hereto or by duly authorized representative of each of the parties.
- f. This Agreement is subject to the Jurisdiction of Hon'ble Rajasthan High Court at Jodhpur or any subordinate courts at Pali only.
- g. Any dispute, difference, controversy or claim ("Dispute") arising between the Parties out of or in relation to or in connection with this Agreement, of the beach, termination, effect, validity, interpretation or application of this Agreement or as to their rights, duties or liabilities there-under, or as to any act, matter or thing arising out of, consequent to or in connection with this Agreement, shall be settled by the parties by mutual negotiation and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to a sole arbitrator to be appointed by mutual consent of the Parties, who shall resolve the dispute in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the "Arbitration Act"). The decision of the Arbitrator shall be final and binding upon the parties. The venue of arbitration proceedings shall be Jodhpur. The cost of Arbitrator appointed and other costs of arbitration shall be borne by the parties in equal proportions.



Surita
21/10/11
Surita

or any other revenue from the Project other then revenue from sale, lease or otherwise disposal of the units/areas/floors, shall be of Developer only.

7. TERMINATION

a. In the event of:

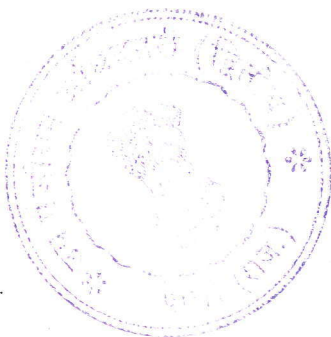
- i. Failure on the part of the Land Owners to settle the dispute/litigation in respect of title, ownership and/or non-commencement of the Project and/or to remove the Court Stay on Development upon the Project Land with the period of three (3) month from the date of notice of such dispute/litigation/Court Stay to settle/remove the same, the Developer shall be entitled to terminate this Agreement which terminator shall be without prejudice to all other rights and remedies available to the Developer under this Agreement or any other Agreement or under the process of law or equity, and/or
- ii. Breach by the Land Owners of any other representations, warranties and/or obligations under this Agreement, the Developer shall issue a written notice of 7 days to the Land Owners for rectification of such breach/default. In the event of failure on the part of the Land Owner in rectifying such breach/default, the Developer shall be entitled to terminate this Agreement, which termination shall be without prejudice to all other rights and remedies available to the Developer under this Agreement or any other agreement or under the process of law or equity.

b. In the event of termination of this Agreement:

- i. The Land Owners shall be liable to refund the entire amount paid along with interest @ 12% p.a. from the date of payment till the date of repayment; and
- ii. The Land Owners shall be liable to reimburse to the Developer all the expenses/cost incurred by the Developer in respect of the Development of the Project up till the date of such termination, as calculated by the chartered accountant of the Developer, along with interest @ 12% calculated from the date of expense/cost incurred till the date of payment.
- iii. The Land Owners shall keep the Developer indemnified from any claims, damages, suits, actions, etc. filed by the third parties/allottees.

c. The Land Owners shall not be entitled to change, modify, revoke, terminate or cancel this Agreement for any reason or on any ground.

d. The Land Owners hereby agree and undertake to keep the Developers and its designated partners/partners and officers indemnified against all losses, damages, actions, suits, costs, penalties, compensation order/awards, proceeding and claims that may arise due to any defect in the title of the



[Handwritten signatures and stamps at the bottom of the page]

- h. The Land owners hereby undertake to do such act and sign such document/supplementary agreement as may be required to comply with the provisions of RERA or as and when required.

5. TAXES, RATES AND CESS

- a. That the Land Owners shall bear and pay all taxes, cess, rates, demands, water and electricity bills which have accrued or may accrue in respect of the Project Land up to date of commencement of development work, where due to Central Government or State Government or any Local authority and if the Developer is required to pay any such sum, the Land Owners shall reimburse the same to the Developer and further, the Land Owners shall keep and hold the Developer indemnified against all/any losses/damages caused to Developer due to non-payment of such taxes by the Land Owners.
- b. After the commencement of development of the Project, all the taxes, duties, rates, cess, fees etc. applicable to the construction and sale thereof (including service tax/GST) in respect of this project shall be paid by the Developer.
- c. Both the parties shall bear their respective direct taxes.
- d. The Developer can recover taxes and/or all other levies payable to the Government (Central, State or Local) in respect of the Project Land from the buyers of units in the Project.

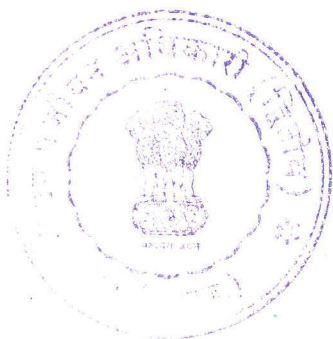
6. HOARDING, SIGNAGE AND BRANDING OF THE PROJECT

- a. The branding and advertisement of the Project shall be done by the Developer solely in the name of the Developer and in whatsoever manner the Developer deems fit and necessary, as and when required, at its own cost and expenses.
- b. Immediately, after execution of this Agreement, the Developer shall be free to set up site office, put up the hoarding boards, bring out brochures and commence the marketing of the Project from the date of execution of this Agreement.
- c. The Developer shall be entitled to display the board/hoardings of its group companies at the site of the Project/Project Land, as the case may be, after the execution of this Agreement till the date of completion of the Project and thereafter on any portion of the Development Project.
- d. After completion of the Project, any revenue/income generated by setting up of hoardings and/or advertisements in the common area of the Project



Sankar
M.S. Rajendran
21/10/11
Surinder

- e. Accordingly, tripartite sale deeds/lease deeds/agreement to sell shall be executed with each purchaser under the joint names of the Developer and the Land Owners for the sale/lease of flats/units in the Project.
- f. It has been agreed between the Parties that the Developer shall be solely entitled to sell all flats/units in the Project and shall be entitled to receive all Revenue realized out of the sale of the Project by way of advance, down payment, part payment, installment, sale proceeds, interest on delayed payments etc in the project account to be opened in the name of the Developer and to be operated solely by the Developer.
- g. The Land Owner shall, without prejudice to its other obligations, co-operate with and support the Developer fully, and have executed and delivered the "Power of Attorney" at the time of signing of the Agreement in favor of the Developer which will inter alia, authorize the Developer:
- i. To sign, execute, enter into, modify, cancel, terminate, alter, draw and approve agreements to sell 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 such conditions contained in the said Agreement.
 - ii. To determine, negotiate, finalize and modify the terms & conditions of the booking and agreement to sell 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 residential units/build up area/flats/units in the Project and to initiate and defend any legal proceedings against and by the buyer(s) in the Project, at Developer's sole discretion and without any interference from the Land Owners or any person claiming under the authority of the Land Owners.
 - iii. To accept any/all advances/monies/consideration or other payments in respect of the flats/units in the Project on such terms and for such consideration as the Developer may think fit and proper and to do all things necessary in relation thereto.
 - iv. To present the documents for registration and admit the execution of such documents before the appropriate authority and in case, the Land Owners are required to sign on the sale deed of, they shall also sign on the papers of such deed when requested by the Developer.
 - v. To sign on tripartite sale deeds for the sale of Flats/units of the Project with each purchaser on behalf of the Land Owners.
 - vi. To do all other acts, deeds and things that is incidental or ancillary to or necessary in respect of the above mentioned in accordance with this Agreement.



[Handwritten signatures and fingerprints]

[Signature]
[Fingerprint]

[Signature]
[Fingerprint]

[Signature]
[Fingerprint]

[Signature]
[Fingerprint]

[Signature]
[Fingerprint]

4. CONSIDERATION

- a. The substance of this Agreement is that the Land Owners shall remain the owner of Project Land and the Developer shall remain the owner of the Development upon the Project Land during the development period and the Land Owners and the Developer are collaborating with each other in such a manner that they together dispose-off their respective rights (Land Owners: Project Land and the Developer: Development) so that the third parties get the developed Flats/units in the Project.
- b. The Parties have agreed that the Land Owner shall be entitled to get an amount equivalent to Rs. 25.00 Lakhs (Rupees twenty five lakhs only) in money from the Developer as full consideration (Hereinafter referred to as "**Land Owners' Consideration**") and the Developer shall be entitled to get all revenue realized out of the sale of the Project by way of booking amount, advance, down payment, part payment, installment, sale proceeds etc. (Hereinafter referred to as "**Developer's Consideration**") for due performance of the term of this Agreement and successful completion of project.
- c. The Developer shall pay a sum of Rs. 25.00 Lakhs (Rupees twenty five lakhs only) to the Land Owners in the following manner.

Sr.No.	Amount (in Rs.)	Time of Payment
1.	Rs. 50,000.00 (Rupees fifty thousand only.)	At the time of registration of this Agreement vide Cheque No. 117123 Dated 10/08/2018 Drawn on Central Bank of India in the name of Bhavna
2.	Rs. 50,000.00 (Rupees fifty thousand only.)	At the time of registration of this Agreement vide Cheque No. 117124 Dated 10/08/2018 Drawn on Central Bank of India in the name of Sunita Rajpurohit
3.	Rs. 2,00,000.00 (Rupees fifty thousand only.)	At the time of starting of on site construction Work
4.	Rs.22,00,000.00 (Rupees twenty two lakhs)	On or before expiry of period of completion of project in terms of this Agreement.
Total	Rs. 25,00,000.00 (Rupees Twenty Five Lakhs only)	

- d. The amount of Land Owners' Consideration shall be considered to be the consideration for transfer of proportionate rights in the Project Land by the Land Owners in favor of buyer(s) of the flats/units in the Project. Similarly, the amount of Developer's Consideration shall be considered to be the consideration for transferring the proportionate rights in development upon the Project Land by the Developer in favor of buyer(s) of the flats/units in the Project.

- e. That the name of the Project shall be "ASHIRWAD APARTMENTS" which cannot be changed without prior written consent of the Developer.
- f. That during the course of construction all building material, equipment used or to be used shall remain at the Developer's risk and the Developer shall not be entitled to any compensation from the Owners for any damages, loss or destruction of such works or material or equipment arising from any course whatsoever.
- g. That If until the completion of building any case of damage or harm occurs to the adjoining properties, neighbors, the Developer shall be fully responsible for all the consequences.
- h. That the Developer shall be responsible for any eventuality or consequences arising out of structural defects. Appropriate remedial measures to rectify such defects or remove such irregularities at the earliest shall be taken.
- i. Subject to force majeure and/or any dispute/court stay/litigation/attachment in respect of the Project Land, the Developer shall complete the development of the Project within a period of 3 years from the date of receiving registration of the Project from the Real Estate Regulatory Authority ("RERA") in case of occurrence of any force majeure event and/or any dispute/court stay/litigation/attachment in respect of the Project Land, the completion period mentioned herein shall automatically stand extended for the period for which such circumstances persists. The Parties also agreed that the completion period shall be further extended depending upon the market scenario.
- j. The parties have mutually agreed that the Developer may take Project Loan for the purpose of development of the Project and the Land Owners shall mortgage the Project Land with any financial institution/bank as security against loan/financial assistance provided by such financial institution/bank for the development of the Project. The Parties have further agreed that the Land Owners shall sign and execute all necessary application/documents/as may be required for availing loan/financial assistance and shall also deposit the original title documents of the Project Land with such bank/financial Institution as may be required. The Parties have further agreed that such loan shall be utilized only for the development of the Project and the Developer shall be solely responsible for the repayment of the Loan and the Land Owners shall not be liable for repayment of the loan and interest thereon. Further, the Developer shall keep the Land Owners informed about disbursement of such loan.












original document in respect of this Agreement/Project shall be kept with the Developer.

3. DEVELOPMENT WORK

- a. The Land Owners hereby permits the Developer to enter upon the Project Land immediately upon the execution of this Agreement and to carry the Development of the Project upon the Project land as per the rules and regulations of the various authorities concerned applicable in the area and as per the plan sanctioned by the authorities concerned. The said permission to the Developer to enter upon the Project Land shall be considered as license granted by the Land Owners (however, such license shall not mean possession under Section 53A of the Transfer of Property Act, 1882) in favor of the Developer to enter upon the Project Land for development of the Project or other incidental works and to allow other agencies/person to do so. The Developer shall be authorized to obtain all the requisite permission, sanctions, licenses and approvals from various authorities (local, state and central) as may be considered necessary. The Land Owners shall provide all requisite documents and shall sign all applications, forms, letter, affidavits, undertakings, representation, plans, drawings, documents as may be prepared by the Developer and/or the their architect and as may be required by the various authorities concerned, before, during and/or after the development of the Project. The Land Owners have executed Power of Attorney in favor of the Developer authorizing it to obtain all the requisite permissions, sanctions, licenses and approvals from various authorities (local, state and central) as may be considered necessary, to develop the Project upon the Project Land and for all other incidental work relating to the Development of the Project.
- b. The Developer shall develop the project upon the Project Land as per the norms of Government after obtaining all requisite approvals, sanctions and permissions from competent authority (local, state or central) solely at the cost and expenses of the Developer, except as provided otherwise in this Agreement. The decision of the Developer in respect of the Development of the Project shall be final and binding.
- c. The Developer shall appoint architects, engineers, contactors and other staff necessary to develop the Project at its own cost and all liabilities in respect of such architects, engineers, contractors and other staff under the provisions of any Statue such as labour laws, P.F., E.S.I., workmen, compensation etc. shall be exclusively borne by the Developer.
- d. The development of the Project may be carried out in phases, which shall be solely decided by the Developer keeping in view the demand and sales of units. The decision of the Developer in this respect shall be final and binding.

- c. The Land Owners hereby agree to keep the title of the Project Land clear and marketable upto and after the complete implementation of this Agreement.
- d. From the date of execution of this Agreement the Land Owners shall not transfer, sell or otherwise dispose off any interest in the Project Land to any other person or enter into an agreement or similar arrangement with any other Person for the transfer, sale or disposal of any interest in the said Project Land and create now or at any time any encumbrance on the Project Land.
- e. The parties agree that they shall take all necessary actions and steps to give effect to the intent and transactions contemplated under this Agreement and without prejudice to the generality of the aforesaid, they shall:
- Execute and deliver all necessary documents, deeds, agreements, consents and approvals that may be required to give effect to the transactions contemplated under this Agreement; and/or
 - Pass all necessary resolutions and procure all relevant approvals and consents as may be required, including but not limited to approvals of creditors and, if applicable, any Governmental Authority to give effect to the transactions contemplated under this Agreement; and/or
 - Exercise all rights including voting rights to procure that the objective set out in this Agreement are achieved within the time frame prescribed herein.
- f. The Developer and the Land Owners hereby acknowledge and agree that:
- The Developer shall be responsible for developing the Project from its resources and at its cost or expense unless otherwise contemplated in this agreement.
 - The Developer shall adhere to plans sanctioned by the relevant Governmental Authority in executing the Project, provided that the Developer shall be entitled to make alterations/adjustments to the extent permissible under applicable Laws.
 - The Land Owners shall extend necessary co-operation to the Developer and do all such acts and deeds as may be required for completion of all formalities concerning the development of the Project upon the Project Land.
 - The Land Owners recognizes and acknowledge that the Developer is making substantial investment in the Project based on representations, undertakings assurance and warranties of the Land Owners.
 - The Land Owners shall not commit any act, deed or omission that may have the effect of cancelling or revoking the Power of Attorney executed pursuant to this Agreement, or in any manner prejudicing or affecting the power/authority vested in the Developer pursuant to such Power of Attorney.
 - The Land Owners have provided all the original title documents of the Project Land to the Developer and the parties have agreed that all the



उप पंजीयक (द्वितीय) पाली

(F) The Land Owners have represented to the Developer that the Project land is free from all Encumbrance's, charges, Claims, suits, prior agreements and any other contractual or statutory restrictions and is available for the development of an affordable group housing project under the Chief Minister's Jan Awas Yojana (CMAY) and/or Section 80IBA of Income Tax Act, 1961.

1. MAP APPROVAL AND OTHER PERMISSION APPROVALS

- ## 2. REPRESENTATION, ASSURANCE AND WARRANTIES

- Page 3 of 12

अनु क्र. पक्षकारों का नाम व पता

छायाचित्र

अंगूठा

पक्षकारों का प्रकार

- 1 श्री/श्रीमती/सुश्री SMT BHAWNA, पुत्र/पुत्री/पत्नि श्री JUGAL KISHORE, व्यवसाय Housewife जाति RAJPUROHIT
House No.:98, Colony: PALI, Area: RAJAT COLONY, City: PALI, Pin code: 306401, District: PALI, State: RAJASTHAN
- 2 श्री/श्रीमती/सुश्री SUNITA RAJPUROHIT, पुत्र/पुत्री/पत्नि श्री MAHENDRA SINGH RAJPUROHIT, व्यवसाय Housewife जाति RAJPUROHIT
House No.:95, Colony: PALI, Area: BRAMH VIHAR, City: PALI, Pin code: 306401, District: PALI, State: RAJASTHAN
- 3 श्री/श्रीमती/सुश्री MAHENDRA SINGH RAJPUROHIT, पुत्र/पुत्री/पत्नि श्री BABU SINGH RAJPUROHIT, व्यवसाय Business जाति RAJPUROHIT
House No.:95, Colony: PALI, Area: BRAMH VIHAR, City: PALI, Pin code: 306401, District: PALI, State: RAJASTHAN
- 4 श्री/श्रीमती/सुश्री DAYA DREEM RESIDENCY LLP THRU JUGAL KISHORE RAJPUROHIT, पुत्र/पुत्री/पत्नि श्री MACHARAM JI RAJPUROHIT, व्यवसाय Business जाति RAJPUROHIT
House No.:78, Colony: PALI, Area: RAJAT VIHAR COLONY, City: PALI, Pin code: 306401, District: PALI, State: RAJASTHAN

		Executant Age : 40 Signature <i>Bhawna</i>
		Executant Age : 44 Signature <i>Sunita</i>
		Claimant Age : 45 Signature <i>Mahendra Singh</i>
		Claimant Age : 44 Signature <i>Macharam Ji</i>

ने लेख्यपत्र Developer Agreement (Sale power) को पढ़ सुन व समझकर निष्पादन करना स्वीकार किया ।

प्रतिफल राशि रु 2500000/- पूर्व में / मेरे समक्ष / में से रु 2500000/- पूर्व में ----- ये मेरे समक्ष प्राप्त करना स्वीकार किया ।

उक्त निष्पादन कर्ता की पहचान निम्न व्यक्तियों ने की है , जिनके हस्ताक्षर एवं अंगूठा निशान मेरे समक्ष लिए गए हैं।

अनु क्र. गवाहों का नाम व पता

छायाचित्र

अंगूठा

हस्ताक्षर

- 1 Name: श्री/श्रीमती/सुश्री SATYAPRAKASH, पुत्र/पुत्री/पत्नि श्री BHIKAM CHAND JI जाति KUMAWAT
Age: 40
Add: House No.:0, Colony: PALI, Area: CHANDAK MARKET, City: PALI, Pin code: 306401, District: PALI, State: RAJASTHAN

		Signature <i>Satyaprakash</i>
--	---	----------------------------------

201801472000993

उप पंजीयक (द्वितीय) पाली

Gaon, Pali Marwar (Rajasthan) 306401, through its designated partner Shri Jugal Kishore Rajpurohit (Aadhar No. 5934 2177 5203) s/o Shri Mancha Ramji Rajpurohit and Shri Mahendra Singh Rajpurohit (Aadhar No. 4718 8711 6924) s/o Shri Babu Singh Rajpurohit, duly authorized in this behalf [hereinafter referred to as the "Developer" or "the Party of the Second Part" in this Agreement which expression shall unless the context otherwise requires include its successor(s) and permitted assign(s)].

The Land Owners and the Developers are hereinafter individually referred to as the "Party" and collectively as the "Parties".

WHEREAS:

- (A) The Land Owners have represented the Developer that a patta dated ... was executed by Urban Improvement Trust, Pali ("UIT, Pali") in favor of the Land Owners in respect of Land admeasuring 7162.59 Sq. mtrs. Corresponding to Khasara No. 604/08 situated at Pali Chak Second, Pali (more particularly detailed in Schedule-A attached hereto and hereinafter referred to as "Project Land"), which was duly registered with sub-registrar-Pali on 15/06/2018 at Book No. 1 Vol No. 251 Serial No. 201803475105917 Page No. 1 and additional book no. 1 vol. no. 1862 page nos. 1 to 6.

The property bounded is as under:-

EAST	: Kh. No. 604/6
WEST	: Kh. No. 604/4 and Road 40'
SOUTH	: 80' Road
NORTH	: Remaining Land of Kh. No. 604/5

- (B) The Land owner have represented the Developer that they are the joint and absolute owner of the Project Land and are in peaceful possession of the same.

- (C) The Land Owners were desirous of disposing off the Project Land, however, looking at the size and location of the Project Land they realized that it would be difficult to find a buyer for the Project Land and therefore for getting the best value of the Project Land, it would be necessary to allow development of a real estate project upon the Project Land and then transfer then transfer the proportionate undivided rights in the Project Land in favor of prospective buyer of units in the real estate project developed thereupon.

- (D) The Developer possesses requisite expertise and resources in respect of construction, development and promotion of real estate projects of different size and magnitude.

- (E) Therefore the Land Owner and the Developer have decided to collaborate in such a manner that the Developer shall develop a affordable group housing project comprising of residential flats/units under the Chief Minister's Jan Awas Yojana (CMAY) and/or Section 80IBA of Income Tax Act, 1961, upon the Project Land ("Project") and then flats/units in the real estate Project shall be sold/transferred to the Buyers in such manner that the Land owner shall transfer proportionate



उप पंजीयक (द्वितीय) पाली

Presentation Endorsement

आज दिनांक 16 माह 08 सन् 2018 को 05:20 PM बजे
श्री/श्रीमती/सुश्री SMT BHAWNA पुत्र/पुत्री/पत्नि श्री JUGAL KISHORE
उम्र 40 वर्ष, जाति RAJPUROHIT, व्यवसाय Housewife
निवासी House No.:98, Colony: PALI, Area: RAJAT COLONY, City:
PALI, Pin code: 306401, District: PALI, State: RAJASTHAN
ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

भावना

हस्ताक्षर प्रस्तुतकर्ता
201801472000993

Developer Agreement (Sale power)

हस्ताक्षर उप पंजीयक,
उप पंजीयक (द्वितीय) पाली
PALI-II

Fees Receipt Endorsement

रसीद नं.	201802472000967
दिनांक	16-08-2018
पंजीयन शुल्क ₹	25000
प्रतिलिपि शुल्क ₹	0
पृष्ठांकन शुल्क ₹	200
अन्य शुल्क ₹	0
कमी स्टाम्प शुल्क ₹	37500
कमी सरचार्ज शुल्क ₹	7500
कुल योग	70200

201801472000993

Developer Agreement (Sale power)

हस्ताक्षर
उप पंजीयक (द्वितीय) पाली
उप पंजीयक, PALI-II

Endorsement of Execution