

Dated 30.4.2014

TITLE INVESTIGATION REPORT (TIR)

Name of the Branch	State Bank of Bikaner & Jaipur Zonal Shastri Nagar, Jodhpur
Name of the Borrower	M/s Pradeep & Company.
Name of the Mortgagor	Shri Gokal Chand Rathi & Ors.
Name of the Advocate :	LAKSHMI VYAS
Address/Tel. No.	(M) 98293-05476
Name and address of the person who handed over the papers to the Advocates for issuing the TIR	SBBJ, SME Branch, Zonal Office, Shastri Nagar, Jodhpur.

01 Description of the documents verified/scrutinized :

- 01- Photo Copy Mutation no. 1675 in the name of M/s Pradeep & Company.
- 02- Photo Copy Order issued by JDA, Jodhpur for conversation land on 15.04.2013.
- 03- Photo copy Permission Letter issued by Nagariya Vikash Department on 30.04.2013.
- 04- Original Patta Vilekh issued by Jodhpur Development Authority, Jodhpur in favour of M/s Pradeep & Company through Shri Gokal Chand Rathi & Ors. through patta no 04456 which was duly registered before S.R. (First) Jodhpur on 06.06.2013 Book No. 1, Zild No. 604, Page No. 167, S.No. 2013007580.

- 02- That the said documents placed before me are genuine. I have verified and tallied these documents from the records of the office of the Registrar and/or from the records of appropriate authorities.

03- *Full/correct description of the property :-

Immovable property measuring 25447.12 Sq. Yards situated at Kh. No. 775/69, 1287/775, 775/63, 1282/775, 1280/775, 1284/775 and 1285/775 Village Jodhpur with the following boundaries :-

NORTH : Houses
SOUTH : Houses
EAST : Road
WEST : Other Land

04 Description of the chain of title from the mother deed to the latest title deed:-

From the careful examination of the above documents. It reveals that the aforesaid property was belonging to **M/s Pradeep & Company**. Present owner of relevant property and has right to create charge over the said property in the form of equitable mortgage.

- 05 The links in the title history of last 13/30 years of chain of title have been properly established. All the transactions have been duly verified from the relevant records of the Registrar, Municipal Corporation, city Survey, Town and Planning, and Revenue Department (Reproduced and refer relevant record as may be required for explaining the links in the chain in the Title history).

AS ABOVE.

- 06 As one/some of the transaction(s) are oral transaction(s) specify the transaction such as oral partition, family settlement, etc

Hence, a document in the form of duly sworn affidavit before the judicial magistrate/Notary public, constraining no objection and affirming the existence of such oral transaction amongst/between the parties, has also been obtained from each of the party to such transaction and such transaction(s) is/are duly supported by the relevant records of Municipality/City Survey/ Revenue etc.

N.A.

- 07 Describe the Nature of Tenure (Absolute Ownership/ Lease hold rights. Government owned/acquired or an other Tenure to be mentioned in detail.

LEASE HOLD RIGHTS.

- 08 If the property is a leasehold property.

YES

- (a) Whether the lease deed has been registered as required under the law.

YES.

- (b) Residual period of lease deed.

N.A.

- (c) Whether there are any prejudicial clauses or restrictive covenants in the lease deed which is likely to affect the lease hold interest offered as security.

NO.

- (d) Whether the consent/permission from the lessor is obtained /available for creating the mortgage.

YES.

- (e) Whether the property is granted under Government grant or any other grant, please specify.

NO.

- (f) What are the conditions of grant.

NO.

- (g) Whether any adverse conditions in the grant to be mentioned in detail.

NO.

- 09 If the borrower/guarantor/mortgagor has only a occupancy right, please comment on the safeguards to be taken by the bank.

M/s Pradeep & Company.

- 10 Whether the local laws in the case of Govt. owned/acquired land permit the Occupancy rights.

N.A.

- 11 Whether occupancy right is heritable and assignable.

N.A.

- 12 Whether consent of the Govt. is required and if is so, whether the same has been obtained.

NO.

- 13 If the Borrower/Guarantor/mortgagor has only a possessor right, please comments on the nature of such right, the validity thereof and also the precautions to be taken by the bank.

NO.

- 14 Please state the name of the person who has primary and or absolute title in such case and consent or permission of such person is necessary.

M/s Pradeep & Company is owner of the property and entitled to create equitable mortgage by depositing the original title deed with the Bank for creation of charge.

- 15 Please state in what manner it would effect the interest of the bank as a mortgage.

Bank interest will not effected as the owner is mortgagor.

16 Mention if any minor's interest is involved.

NO.

17 If so, whether court permission (except in case of HUF property) has been obtained for offering the property as security or is yet to be obtained.

N.A.

18 Please specify the undivided share of the minor (whether there is a claim or not)

NO CLAIM.

19 Whether the person is holding the property in the capacity of a mortgage.

OWNER

20 State whether the possession of the property offered as security is in unhindered/undisturbed possession of such mortgage and the period for which he is in such possession:-

The Property is in possession of M/s Pradeep & Company.

21 Are there any restrictive conditions in the mortgage deed.

No.

22 The period covered under the Encumbrance certificate and the encumbrances (if any, reflected therein).

No.

23 Name of the person who has applied for the encumbrance certificate :-

M/s Pradeep & Company

24 Whether searches had been conducted physically at the office of the :-

(i) Sub Registrar Office Municipal/Collector/Taluka or such other Revenue Office :- S.R. Jodhpur

(ii) Registrar of companies :- **N.A.**

(iii) Civil/High Court in the LISPWENDES REGISTER :- **N.A.**

(iv) Local Development Authority such as Jaipur/Jodhpur Authority etc. :- **N.A.**

(v) Village Accountant In the Dispute Register in respect of Agricultural property :- **N.A.**

(vi) When mutated in the name of the person creating mortgage:- **N.A.**

(vii) Whether the property has been notified for acquisition by the Govt. De. Authority or any other Govt. Authority :- **No.**

(viii) If so, whether search has been conducted with the Village Accountant/Chavidi Register/Register of Acquisitions :

No.

(ix) Whether the holding/acquisition is in accordance with the provisions of the land Reform Act.

N.A.

(x) Please state the nature of any intervening charges or encumbrances observed/found against the property.

No.

(xi) Whether the searches had been conducted for 13 or 30 years. Please produce the search receipts and other document in respect thereof.

30 Years search has been conducted.

(xii) Whether the property is subject matter of any litigation and if so, the detail thereof.

No.

25 Whether Urban Land Ceiling Clearance is required to be obtained for creating the mortgage. If the clearance has been obtained the details thereof be furnished.

For Fifth Planet Developers

Vinay Rath
Partner

PR

Not Required.

- 26 Whether No Objection Certificate under the Income Tax Act 1961 is to be obtained. If yes, the reference number be mentioned.
N.A.
- 27 Whether the property is affected by any Local Laws (Viz Agricultural Laws, Weaker sections, Minorities land laws etc.)
No.
- (b) Whether any permission is required to be obtained from any Authorities.
No.
- 1 If so, whether any such permission has been obtained and the details thereof be mentioned.
N.A.
- 28 Whether permission for conversion of land/s from Agricultural to residential or commercial is to be obtained. Please mention the reference of the proceedings.
N.A.
- 29 Whether local revenue extracts, mutation extracts are available? If so, whether verification at Taluka Office has been made please furnish the details.
N.A.
- 30 In the case of partition/settlement deeds, whether the original deeds is available for deposit. If it is oral partition can be relied upon the details of the precaution, if any to be followed.
N.A.
- (a) Whether the deeds are registered.
N.A.
- (b) Name of the person who is holding the original partition deed.
N.A.
- 1 How many sets or partition deed have been prepared.
N.A.
- (d) Whether mutation has been made pursuant to the partition and whether all parties to the partition are in the possession and enjoyment of their possession and enjoyment of their respective shares.
N.A.
- Whether all the members of the family are parties to the partition (including the female members both married and unmarried).
N.A.
- (f) Whether the partition effected is under Litigation and if so the details thereof.
N.A.
- (g) Whether the partition effected is in respect of the self acquired or ancestral property.
N.A.
- 31 If the mortgage is to be created by an Agent under a power of attorney please state.
N.A.
- (a) Whether the deed of power of attorney is valid and subsisting and continues to be in force.
N.A.
- (b) Name of the place where the same is executed.
N.A.
- 1 If executed in a foreign country whether the same is stamped after it has been brought to country.
N.A.

- (d) Whether it bears the endorsement of the Indian consulate or notary of the country.

N.A.

- (e) Whether the power of attorney is property registered or attested, wherever required and whether it gives the specific authority for the acts performed or professed to be performed by such attorney.

N.A.

- 32 Whether the deed of power of attorney authorizes the agent to deposit the title deeds for the specific purpose of creation of equitable mortgage.

N.A.

- 33 Please advice other precautions to taken.

N.A.

- (a) In the case of partnership firm, whether the property belongs to the firm.

YES.

- (b) Whether the title deed stands in the name of the firm.

YES.

- 1 Whether registered.

YES.

- (d) Whether any restrictions are stipulated in the partnership deed in dealing with the property by any partner.

NO.

- (e) Whether the property belongs to any individual partner in his individual capacity.

NO.

- 34 Whether up to date land revenue/municipal taxes and other cess has been paid.

N.A.

- 35 in case of devolution of property by way of a Will, the safeguard taken to ensure against impeachment of title offered as security be mentioned.

N.A..

- (a) If the Will is a documents, please state whether the same is probated ?

N.A.

- (b) Whether any letters of Administration has been obtained in case the person died intestate.

N.A.

- 36 Whether the property belongs to a limited company please state whether the property has been acquired subject to an existing charge b. Whether the company has filed necessary particulars of charge under sec. 135 of the companies Act 1956 and passed necessary Resolution in that regard.

N.A.

- (a) Whether any restrictions operate against the company in creating mortgage.

N.A.

- (b) Whether the company has leasehold interest in the property or is an absolute owner.

N.A.

- 37 The property in question is held/owned/allotted (as the case may be) by the company. The company has produced relevant record please refer and describe the specific record such as Register of Charge maintained under Section 143 of the companies act, 1956, minute book maintained under section 193 of the Act, Register of Managing Director, Manager Secretary and Directions

under Section 303 of the Act, Register of documents sealed etc)
The said records are in conformity with the relevant provisions of
the companies Act, 1956 and the other relevant laws/parties.
There is nothing prejudicial of the interest of the Bank.

N.A.

- 38 I have also visited the officer of the Registrar of the Companies,
within whose officer, the said Company has been registered, and
has creation of the charges created by the Company and other
interest persons, as prescribed under part V (Registration of
Charges) of the Companies Act, 1956. The said Inspection reveals
the following charges.

N.A.

- 39 The "Agreement for Sale" "Agreement for the building
construction" is in conformity with the local laws (particularly
relating the laws for purchase of flats etc.) and there is nothing
prejudicial to the interest of purchaser (borrower) and the bank.
All necessary parties have been joined in it.

N.A.

- 40 Whether equitable mortgage is possible on the strength of the
title deeds mentioned above.

Yes.

- (a) If so, the list of documents to be deposited for purpose.

As per S.No. 1

- (b) The person who is required to deposit the title deeds with the
bank be mentioned.

M/s Pradeep & Company

- 41- What is status of Gene logical Tree.

N.A.

- 42 Whether the same has been issued by the Tehesildar or any
other Competent Authority.

N.A.

- 43 In case of a flat/apartment, whether the Agreement of sale, deed
of apartment and declaration is registered with the Competent
Authority.

N.A.

- 44 Any other requirement to be followed or complied with.

N.A.

- 45 Advocates final comment/view in details be mentioned.

I have examined all the above aspects and find that the
mortgagor have a clear and marketable title over the property is
question and that by deposit of the aforesaid deeds by the mortgagor
with the bank, a valid mortgage would be created.

That the title of property in question is legal and marketable free
from any anomalies and the Bank can accept such property is mortgage
as good enforceable security.

Receipt No. :-

- 01 Receipt No. 2014008436 dtd. 23.04.2014 S.R. (Second) Jodhpur
02 Receipt No. 2014004773 dtd. 23.04.2014 S R (First) Jodhpur

Place Jodhpur

Date 30-4-2014

(Lakshmi Vyas)
Advocate

For Fifth Planet Developers

Vinay Rath
Partner

Smt. Lakshmi Vyas

Old Chamber No. 12,

Advocate : Rajasthan High Court, Jodhpur.

Office & Resl. :

R-2/8, RSEB Colony, Near Shastri Circle,

Jodhpur (Raj.)

7 Mobile No. 98293-05476, 0291-2620410 (O)

DOCUMENTS TO BE COLLECTED

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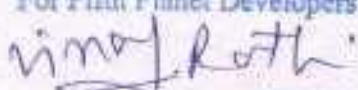
For Fifth Planet Developers

Vinay Rath
Partner

J.	Interest in case of default	Additional interest @ 30% p.a. payable at monthly rests will be charged on the overdue amount of PEMI / EMI. In case of occurrence of Events of Default, DHFL may at its sole discretion charge interest on the entire principal loan balance @ 30% p.a. payable at monthly rests.																				
K.	Primary Security	1. Exclusive charge by way of registered mortgage of land admeasuring total 2,29,019 sq. ft. bearing Khasra No. 1287/775, 1282/775, 1284/775, 1285/775, 775/69, 775/63, located at Shobhawato Ki Dhani, Khema Ka Kunwa, AIIMS Road, Jodhpur, Rajasthan containing the project "Victorian Palace", along with present and future unsold construction thereon. 2. Exclusive charge by way of hypothecation on the receivables arising from 'present and future', 'sold and unsold' area of the project " Victorian Palace " as per Annexure I .																				
L.	Personal Guarantee	Irrevocable personal guarantees of : <table><tr><th>Sr. No</th><th>Name</th><th>Sr. No</th><th>Name</th></tr><tr><td>1</td><td>Mr. Satya Narayan Rathi</td><td>2</td><td>Mr. Vimal Kishore Rathi</td></tr><tr><td>3</td><td>Mr. Kamal Kishore Rathi</td><td>4</td><td>Mrs. Mangi Devi Rathi</td></tr><tr><td>5</td><td>Mrs. Sumitra Devi Rathi</td><td>6</td><td>Mrs. Sanju Devi Rathi</td></tr><tr><td>7</td><td>Mrs. Babita Devi Rathi</td><td></td><td></td></tr></table>	Sr. No	Name	Sr. No	Name	1	Mr. Satya Narayan Rathi	2	Mr. Vimal Kishore Rathi	3	Mr. Kamal Kishore Rathi	4	Mrs. Mangi Devi Rathi	5	Mrs. Sumitra Devi Rathi	6	Mrs. Sanju Devi Rathi	7	Mrs. Babita Devi Rathi		
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Mrs. Mangi Rathi Mr. Sattu Rathi Mrs. Sanju Rathi Mr. Vimal Rathi Mr. Vimal Rathi Mr. Sattu Rathi

For Fifth Planet Developers

 Partner

For Fifth Planet Developers


Mrs. Babita Rathi Mrs. Mangi Rathi Mr. Kamal Rathi Mrs. Sumitra Rathi Mrs. Sumitra Rathi

Dewan Housing Finance Corporation Ltd.
 Corporate Identification Number (CIN) : L28210MH1994PLC000000

National Office: 406, Towers, 8th Floor, Chhatrapati Shivaji Maharaj, Station Road, Sanda's (East), Mumbai - 400 001

Regd. Office: Warden House, 2nd Floor, Sir P. M. Road, Fort, Mumbai - 400 001

Tel: (022) 7158 3333 / 2668 3333

Toll Free No.: 1800 22 3435

Customer Care No.: (0124) 4092750

Email: response@dhfl.com

Visit us at: www.dhfl.com

(Hereinafter called the "DEVELOPERS") THE SECOND PARTY.

WHEREAS the First Party and the Second Party have made the development agreement as under:-

WHEREAS the party of the FIRST PART is the owner of the land situated at District: JODHPUR, Village: Pal bearing KHASARA NO. 775/63, 775/69, 1282/775, 1286/775, 1284/775, 1285/775, 1287/775 Having Total 25447.12 Sq. Yard.

(Hereinafter for brevity's sake referred to as the "said Land"). The said Land titles are marketable in all purpose for the construction on said Land.

AND WHEREAS the party of the FIRST PART has obtain the permission of construction for the residential (Group Housing Complex) purpose on the said Land from JODHPUR DEVELOPMENT AUTHORITY (JDA) vides Construction Permission No. F-37/Dir (P)/JDA/Building Permission/79/13 dated 24/02/2014 and has approved the plans. The N.A. permission on the said Land is obtain from JODHPUR DEVELOPMENT AUTHORITY (JDA) vides his Order No. 20/2013 dated 05/06/2013. The party of the FIRST PART has obtained all necessary permission and the said Land titles are marketable in all aspects and the party of the SECOND PART has checked the same.

AND WHEREAS the party of the FIRST PART being desirous of developing said Land. But due to the lack of necessary finance, men power needed for the construction, lack of experience in construction field, etc. and the party of the SECOND PART have necessary finance, have necessary man power, vast experience in construction field and have exposure to the vast circle of prospective purchasers and willing to erect building on the said Land as per approved plan. Thus both the party of the FIRST PART and the party of the SECOND PART are willing to enter into an agreement for the execution of the said development work on the said Land as per terms and conditions narrated as under:-

---: TERMS AND CONDITIONS ---:

(1) The party of the FIRST PART declares and confirms to the party of the SECOND PART that the said Land is in the ownership and possession of the party of the FIRST PART and its titles are clear and marketable and are free from all charges, pledge and liens.

(2) The party of the FIRST PART hereby grants the permission for the development and construction on the said Land to the party of the SECOND PART as per plan approved by the JODHPUR DEVELOPMENT AUTHORITY (JDA) for said Land.

(3) The party of the FIRST PART shall hand over the all necessary documents, approved plan, papers, permissions, title deeds, etc. to the party of the SECOND PART necessary for the construction and development on the said Land.

(4) The party of the FIRST PART has not transfer or assigns any ownership right of the said Land to the party of the SECOND PART by this agreement. The ownership right, title and interest in the said Land belong to the party of the FIRST PART and in any pretext unless to the contrary proven shall rest with the party of the FIRST PART. Under any circumstances it shall not be interpreted to be vested to or transfer to the party of the SECOND PART. But merely the permission for construction of Flats etc. and development of the common facilities as per approved plan at the expenses of the party of the SECOND PART is given and the possession of the said Land is given by the party of the FIRST PART to the party of the SECOND PART only for to carry out the construction and development work on the said Land.

(5) The right of the construction and development on the said Land is given to the SECOND PARTY. The First PARTY shall ensure that the payment of sale consideration of the said Land will be equal to the amount of DLC rate at the time of sale Agreement executed With the prospective purchasers of the Flats of the developed property to the FIRST PARTY and the rest amount of the sale consideration is to be received by the party of the SECOND PART.

For GYAN STORAGE

Mangidevi
Partner.

For Ashok Kumar & Co.

Partner

For RANJEET BROTHERS

PHOTO COPY ATTESTED

Partner

Auth. Signatory / Partner

NOTARY, JODHPUR

FOR FIFTH PLANET DEVELOPERS

FOR FIFTH PLANET DEVELOPERS

PARTNER

PARTNER

(6) The amount of the sale consideration as mentioned in Para no.5 will be received from time to time at the time of registering the sale deed as per the undivided share of the land in the said developed property by the party of the FIRST PART and the remaining amount of the consideration is to be received by the party of the SECOND PART.

(7) The party of the SECOND PART will erect the construction and develop the common facilities as per sanctioned plan on the said Land either from their own sources or obtaining / borrowing finance from Banks or Institutions on terms and conditions as deem fit to party of the SECOND PART. The sale consideration of such constructed and developed property i.e. flats will be decided by the party of the FIRST PART and the party of the FIRST PART will not raise any objection for the same.

(8) The party of the SECOND PART has the right to sale the flats constructed on the said Land to different persons on the ownership basis, to decide the terms and conditions with them, to execute written agreement, receive any amount and to provide receipt for the same, to do booking agreement, etc. as the developer of the said Land. But the party of the SECOND PART will be solely responsible for any such deeds and the party of the FIRST PART will not be liable under any circumstances for the same. There is no relationship as principal-agent between the party of the FIRST PART and the party of the SECOND PART so the party of the FIRST PART will not be responsible or liable for any act or acts done by the party of the SECOND PART. Any agreement, deed, or things done between the party of the SECOND PART and any third persons or prospective purchasers shall be subject to the terms and condition of this development agreement. The party of the FIRST PART shall not enter in such agreement execute between the party of the SECOND PART and the members i.e. the prospective purchasers of the said developed building, unit or units of the developed building.

(9) The party of the FIRST PART will execute the sale deed, agreement in favour of the purchaser/purchasers of the flats constructed on the said developed Land and transfer/assign the right, title, interest of the land as the owner of the said Land in favour of the said purchaser/purchasers and the party of the SECOND PART shall enter as the third party in such sale deed, agreement and transfer/assign the right, title, interest of construction (along with common facilities) as the developer of the said Land in favour of the said purchaser/purchasers.

(10) The party of the FIRST PART has appoint Gyan P. Mathur as an architect and the party of the SECOND PART shall develop the said Land as per sanctioned plan under the supervision and advice of the said architect and the party of the SECOND PART shall be responsible of any criminal, civil, etc. liabilities arising during the construction on said Land and the party of the FIRST PART shall not be held liable under any circumstances for the same.

(11) The party of the SECOND PART shall make necessary arrangement of the labour force required for the construction work as per sanctioned plan and shall follow and abide prevailing rules and regulations of such Act in respect of construction and development of the said Land passed by the Government and Semi Government authorities as the case may be. Any untoward incidents occurred during the period of construction shall be solely at the risk of the party of the SECOND PART and the party of the SECOND PART shall be responsible to pay the compensation or damages for the same.

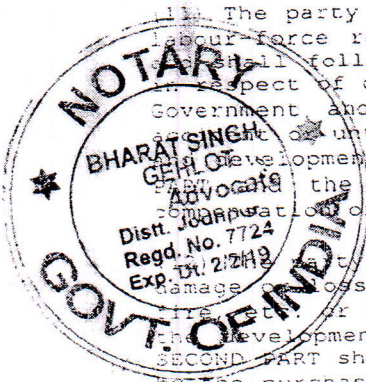
(12) The party of the SECOND PART shall be liable and responsible for any damage or loss occurred due to any act of God such as earthquake, flood, fire etc. or otherwise to the construction and developed property during the development period and after its completion and the party of the SECOND PART shall dispose of any suits, claims, complaints made in future by the purchasers of the flats or by any other person at his own expenses and the party of the FIRST PART shall not be liable for the same.

(13) The party of the SECOND PART shall be liable to pay rates, taxes, cess, etc. of any kind in respect of the construction and development on the said Land and shall abide by prevailing acts and rules during the period of construction and after its completion and the party of the SECOND PART shall be liable to pay the same.

For FIFTH PLANET DEVELOPERS

PARTNER

Gyan P. Mathur



For C.V. AN STORAGE
S. V. Rath

For Ashish Kumar & Co.
Kamlesh & Co.

For DANTEET DANTIDEES
Kamlesh & Co.

For PRADEEP & CO.
Rath Mangi Deb

Partner.

Symitha

PARTNER

Sanyu

Auth. Signature Partner

NOTARY JODHPUR

FIRST PART shall be liable to pay rates, taxes, cess, etc. in respect of the said Land only.

(14) Any dispute arising out of or in relation to the terms and conditions of this agreement shall be resolved through arbitration.

There is no exchange of consideration between the parties. This agreement is made on non-judicial stamp paper of Rs./- i.e. 1% of the market value (i.e. DLC Value) of the said Land under the Article State Stamp Act.

-:: DESCRIPTION OF PROPERTY ::-

All that piece and parcel of non-agriculture land situated at District: JODHPUR, bearing KHASARA NO. 775/63, 775/69, 1282/775, 1286/775, 1284/775, 1285/775, 1287/775 Having Total 21276.34 Sq. Mtrs.

IN WITNESS WHEREOF the parties hereto have signed this agreement on the day and year first written above.

SIGNED AND DELIVERED by the
Within named party of FIRST PARTY

1. M/S GYAN STORAGE through its partners

For **GYAN STORAGE**

Manoj Devi
Partner.

2. M/S ASHOK KUMAR & CO. through its partners

For **Ashok Kumar & Co.**

Smita
Partner

3. M/S RANJEET BROTHERS through its partners

For **RANJEET BROTHERS**

Sanjiv
PARTNER

4. M/S PRADEEP KUMAR & CO. through its partners

For **PRADEEP & CO.**

Bahika
Auth. Signatory / Partner

AND

SIGNED AND DELIVERED by the
Within named party of SECOND PARTY

M/s. FIFTH PLANET DEVELOPERS
Through its partners...

1. For **FIFTH PLANET DEVELOPERS**

S. N. Rath

2. **VIMAL KISHORE RATHI** PARTNER

For **FIFTH PLANET DEVELOPERS**

In presence of WITNESSES:

PARTNER

1. _____
2. _____

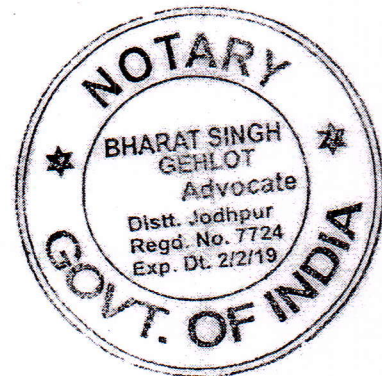


PHOTO COPY ATTESTED

[Signature]
NOTARY JODHPUR

EXCUNER

Mangal Devi

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

10. इस पट्टा विलेख के आधार पर उक्त भूखण्ड को सरकार/जीवन बीमा निगम/शिड्यूल्ड बैंक/सरकार ऋणदात्री संस्था सी. अथवा नेशनल बैंक द्वारा अधिकृत ऋणदात्री संस्थाओं के पास भवन निर्माण के ऋण के लिए बंधक रखा जा सके जो लागू नहीं हो उसे काट दें।

परिशिष्ट

कस्बे का नाम : जोधपुर
राजस्व ग्राम : जोधपुर
खसरा नम्बर : 775/69, 7207/775, 725/63, 1282/775, 1284/775, 1284/775
योजना का नाम : 1285/775
विस्तृत नाप सहित क्षेत्रफल वर्गगाज/कमीटर : 25447-12.80 गज

सीमा पूर्व रोड 60' सीमा पश्चिम निर्मित सड़क
सीमा उत्तर निर्मित सड़क सीमा दक्षिण निर्मित सड़क
भूखण्ड की संख्या यदि कोई हो गुप एडमिनिस्ट्रेशन
फोल 8 खण्ड

इसके साक्षी के रूप में इसके फरीकेन ने इसके बाद प्रत्येक दशा में निर्देशित स्थानों और तारीखों पर अपने अपने हस्ताक्षर क

नगरीय निकाय की ओर से

आज सन् 2013 मार्च माह के 05 वें दिन
श्री श्री श्री शिव शक्ति डेप्युटी कमिशनर
निम्न की उपस्थिति में जोधपुर में हस्ताक्षर किये।

श्री श्री शिव शक्ति डेप्युटी कमिशनर
(सक्षम अधिकारी जो हस्ताक्षर किये)

साक्षी :-

1. नाम सलीम मोहम्मद
पिता/पति का नाम LDC
व्यवसाय
निवास स्थान
नाम
पिता/पति का नाम
व्यवसाय
निवास स्थान
आज दिनांक सन् 20 के
वें दिन को निम्नलिखित की उपस्थिति में उक्त श्री
लोजधारक द्वारा कार्यालय, जोधपुर विकास प्राधिकरण, जोधपुर में हस्ताक्षर किये
गये।

साक्षी के हस्ताक्षर

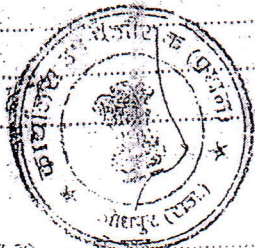
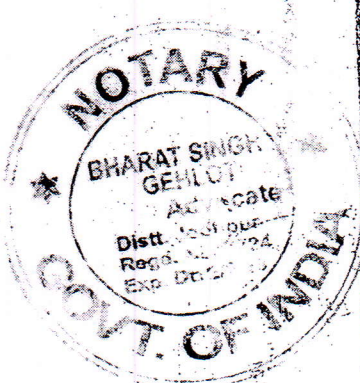
साक्षी के हस्ताक्षर

लोजधारक - द्वितीय

साक्षी :-
नाम 15-L Tengi
पिता/पति का नाम Advocate
व्यवसाय
निवास स्थान
नाम
पिता/पति का नाम
व्यवसाय
निवास स्थान

साक्षी के हस्ताक्षर

PHOTO COPY ATTESTED
NOTARY, JOCHPUR



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

पट्टा विलेख

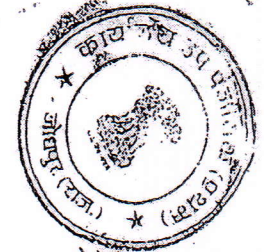
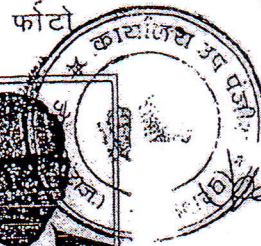
मूल पट्टा विलेख के निरन्तर में पृष्ठ संख्या 3 व 4
खसरा नम्बर 775/69, 1287/775, 775/63, 1282/775,
1286/775, 1284/775, 1285/775 ग्राम जोधपुर।
पत्रावली संख्या 20/2013

नाम

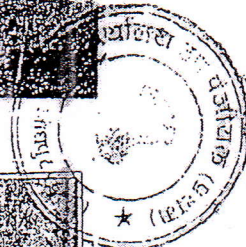
फोटो

हस्ताक्षर

- 1) प्रदीप एण्ड कम्पनी
- (i) श्री गोकल चन्द राठी HUF
कर्ता कमल किशोर राठी
पुत्र श्री गोकलचन्द राठी,
निवासी 41 ए/4 पीडब्ल्यूडी कॉलोनी,
जोधपुर।

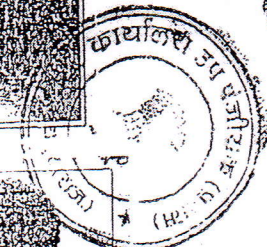


- (ii) श्रीमती बबीता राठी
पति विमल किशोर राठी
निवासी 41 ए/4 पीडब्ल्यूडी कॉलोनी,
जोधपुर।



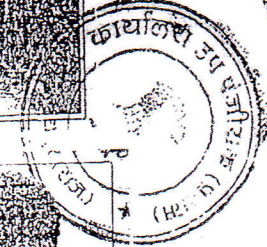
Babita

- (2) ज्ञान स्टोरेज
- (i) श्रीमती मांगी देवी राठी
पति श्री गोकल चन्द राठी
निवासी 41 ए/4 पीडब्ल्यूडी कॉलोनी,
जोधपुर।



Mangi Devi

- (ii) श्री सत्यनारायण राठी HUF
पुत्र श्री गोकलचन्द राठी,
निवासी 41 ए/4 पीडब्ल्यूडी कॉलोनी,
जोधपुर।



S. N. Rathi

Star

द्वय पंजीयक (प्रथम)
जोधपुर

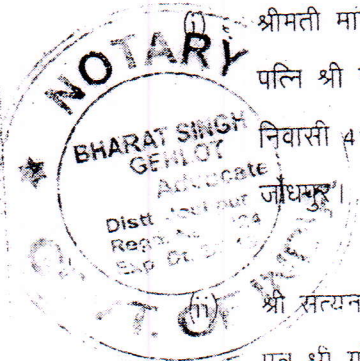
PHOTO COPY ATTESTED

उपायुक्त (दक्षिण)

जोधपुर विकास प्राधिकरण

जोधपुर

NOTARY, JOODHPUR



नाम

फोटो

हस्ताक्षर

(3) अशोक कुमार एण्ड कम्पनी

(i) श्री कमल किशोर HUF

पुत्र श्री गोकलचन्द राठी,

निवासी 41 ए/4 पीडब्ल्यूडी कॉलोनी,
जोधपुर।



Kamal Kishor

(ii) श्रीमती सुमीत्रा देवी राठी

पति श्री सत्यनारायण राठी,

निवासी 41 ए/4 पीडब्ल्यूडी कॉलोनी,
जोधपुर।



Sumitra

(4) रणजीत ब्रदर्स

(i) श्रीमती सन्जु देवी राठी

पति श्री कमल किशोर राठी,

निवासी 41 ए/4 पीडब्ल्यूडी कॉलोनी,
जोधपुर।



Sanju

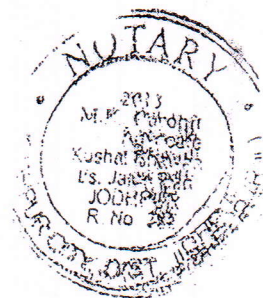
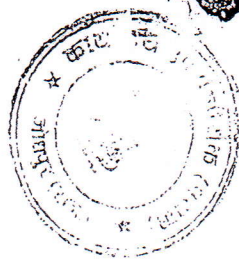
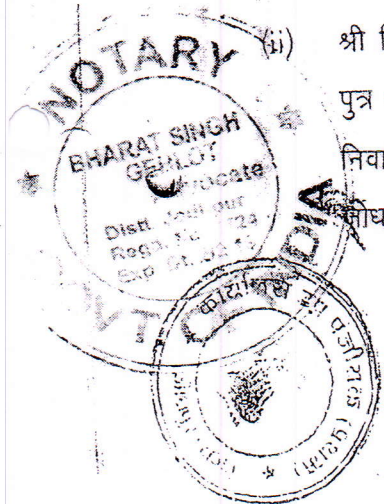
(ii) श्री विमल किशोर राठी HUF

पुत्र श्री गोकलचन्द राठी,

निवासी 41 ए/4 पीडब्ल्यूडी कॉलोनी,
जोधपुर।



Vinay Rathi

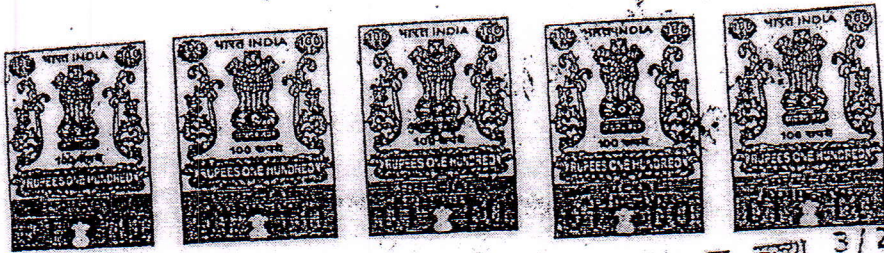


(डॉ. शशि शर्मा)
उपायुक्त (दक्षिण)
जोधपुर विकास प्राधिकरण,
जोधपुर।

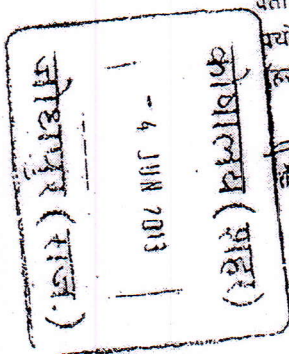
नोट-आवेदक एक से अधिक होने के कारण अलग से मूल पट्टा विलेख के साथ पृष्ठ
संख्या 3 व 4 संलग्न किये गये हैं।

PHOTO COPY ATTESTED
श्री गोकलचन्द राठी
जोधपुर

PHOTO STATE
ATTESTED
श्री गोकलचन्द राठी
जोधपुर



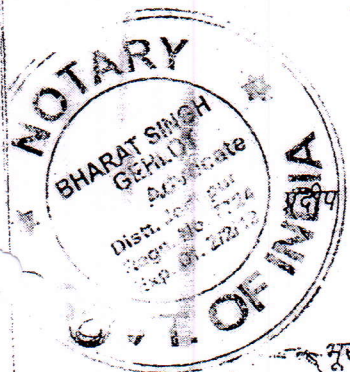
नाम मुद्रांक विजेता सुनील कपूरजी कजुहा एव संख्या 3/2002
 रजि. क्र. सं. 1504 दि. 5/6/2013 तैय्यु व सं. 500/-
 मु. केरा का बाप 1/6/2013 जरीये कर्ता कमल किशोर पुत्र श्री गोकलचन्द राठी, निवासी
 पता 41ए/4, पी.डब्ल्यू.डी. कॉलोनी, जोधपुर वगैराह के



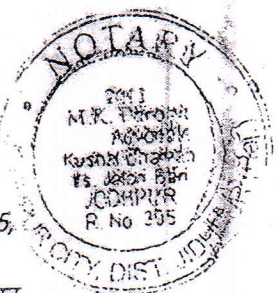
प्रयोजन
 हस्ते कय की दशा ले इस्ते का काज पता
 कर्ता / हस्ते के हस्ताक्षर

पट्टा विलेख पंजीयन हेतु स्टाम्प जोधपुर विकास प्राधिकरण, जोधपुर

ब ना य



एलिप एण्ड कम्पनी जरिये कर्ता कमल किशोर पुत्र श्री गोकलचन्द राठी, निवासी
 41ए/4, पी.डब्ल्यू.डी. कॉलोनी, जोधपुर वगैराह के



मुखण्ड, खसरा संख्या 775/69, 1287/775, 775/63, 1282/775,
 1286/775, 1284/775, 1285/775, ग्राम जोधपुर, तहसील व जिला जोधपुर



के पट्टा विलेख को पंजीबद्ध करवाने के लिये पट्टा विलेख के साथ संलग्न
 है जो स्टाम्प इस दस्तावेज का अंग शुमार समझा जावे।

मेनका देवी
 हस्ताक्षर
 S.N. Rathi
 प्रथम पंजीयक (प्रथम)
 जोधपुर

आज दिनांक 6 माह June सन् 2013 को 11:14 बजे
 श्री/श्रीमती/सुश्री GOKALCHAND HUF KAMAL KISHORE पुत्र/पुत्री/पत्नी श्री GOPICHAND RATHI
 उम्र 51 वर्ष, जाति MAHESHWARI व्यवसाय BUSI
 निवासी 41 A 4 PWD COLONY JODHPUR
 ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

[Signature]

हस्ताक्षर प्रस्तुतकर्ता हस्ताक्षर उप पंजीयक JODHPUR (FIRST)
 (2013010208) उप पंजीयक (PATTI)
 (LEASE DEED FOR LOCAL BODIES (PATTI))

रसीद नं० 2013010592 दिनांक 06/06/2013
 पंजीयन शुल्क रु० 50000/-
 प्रतिलिपि शुल्क रु० 300/-
 पृष्ठांकन शुल्क रु० 0/-
 अन्य शुल्क रु० 50/-
 कमी स्टाम्प शुल्क रु० 0/-
 कुल योग रु० 50350/-

(2013010208) उप पंजीयक JODHPUR (FIRST)
 (LEASE DEED FOR LOCAL BODIES (PATTI))
 जोधपुर



हस्ताक्षर फोटो अंगूठा

उक्त श्री/श्रीमती/सुश्री (Executant)
 1-PRADEEP & COMP. THRU-GOKALCHAND RATHI
 HUF KAMAL KISHORE /GOPICHAND RATHI
 Age:51, Caste-MAHESHWARI
 Ocu.-BUSI
 R/O-41 A 4 PWD COLONY JODHPUR

[Signature]

2-PRADEEP & COMP. THRU- SMT BABITA RATHI
 VIMAL KISHORE
 Age:46, Caste-MAHESHWARI
 Ocu.-H/W
 R/O-41 A 4 PWD COLONY JODHPUR

[Signature]

3-GYAN STORAGE THRU- SMT MANGI DEVI
 RATHI/GOKAL CHAND RATHI
 Age:67, Caste-MAHESHWARI
 Ocu.-HW
 R/O-41 A 4 PWD COLONY JODHPUR

[Signature]

4-GYAN STORAGE THRU- SATYANARAYAN RATHI
 HUF/GOKAL CHAND JI
 Age:46, Caste-MAHESHWARI
 Ocu.-BUSI
 R/O-41 A 4 PWD COLONY JODHPUR

[Signature]

5-ASHOK KUMAR & COMP. THRU- KAMAL KISHORE
 HUF/GOKALCHAND JI
 Age:51, Caste-MAHESHWARI
 Ocu.-BUSI
 R/O-41 A 4 PWD COLONY JODHPUR

[Signature]

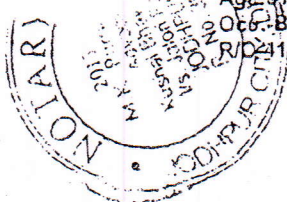
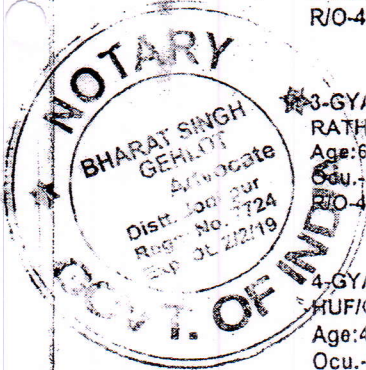


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[Signature]

PHOTO COPY ATTESTED
 NOTARY, JODHPUR

हस्ताक्षर

फोटो

अंगूठा

6-ASHOK KUMAR & COMP. THRU- SUMITRA DEVI
RATHI/SATYANARAYAN JI
Age:40, Caste-MAHESHWARI
Ocu.-H/W
R/O-41 A 4 PWD COLONY JODHPUR

Sumitra

7-RANJEET BRADERS THRU- SANJU DEVI/KAMAL
KISHORE
Age:49, Caste-MAHESHWARI
Ocu.-HW
R/O-41 A 4 PWD COLONY JODHPUR

Sanju

8-RANJEET BRADERS THRU- VIMAL KISHORE
RATHI HUF/GOKAL CHAND JI
Age:50, Caste-MAHESHWARI
Ocu.-BUSI
R/O-41 A 4 PWD COLONY JODHPUR

Vimal

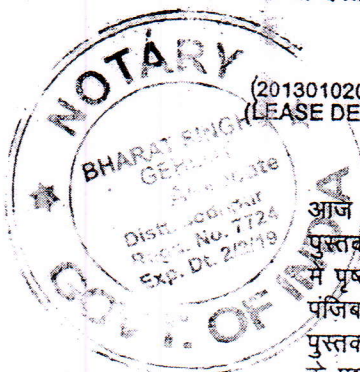
(And Claimant)
1-JDA/JODHPUR
Age:0, Caste-
Ocu.-
R/O-RAJ

ने लेख्यपत्र LEASE DEED FOR LOCAL BODIES (PATTI)
को पढ़ सुन व समझकर निष्पादन करना स्वीकार किया।
प्रतिफल राशी रू0 9302628/- पूर्व में/मेरे
समक्ष/मे से रू0 9302628/-पूर्व में _____
यमेरे समक्ष प्राप्त करना स्वीकार किया।

उक्त निष्पादन कर्ता की पहचान

1. श्री/श्रीमती/सुश्री GAJENDRA SHARMA
पुत्र/पुत्री/पत्नी श्री MANSUKH LAL JI उम्र 0 वर्ष
जाति SUTHAR व्यवसाय ADV
निवासी RHC JODHPUR ने की है जिनके

समस्त हस्ताक्षर एवं अंगूठा के निशान मेरे समक्ष लिये गये हैं।

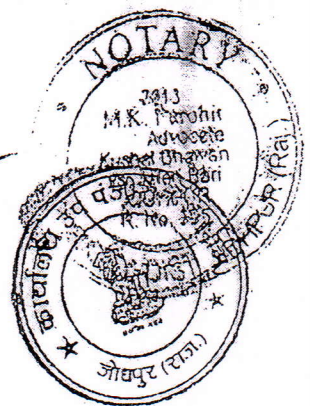


(2013010208) उप पंजीयक, JODHPUR (FIRST)
(LEASE DEED FOR LOCAL BODIES (PATTI))
उप पंजीयक (प्रथम)
जोधपुर

आज दिनांक 06/06/2013 को
पुस्तक संख्या 1 जिल्द संख्या 604
में पृष्ठ संख्या 167 क्रम संख्या 2013007580 पर
पंजीबद्ध किया गया तथा अतिरिक्त
पुस्तक संख्या 1 जिल्द संख्या 2416
के पृष्ठ संख्या 148 से 157 पर
चस्मा किया गया।

(2013010208) उप पंजीयक, JODHPUR (FIRST)
(LEASE DEED FOR LOCAL BODIES (PATTI))
उप पंजीयक (प्रथम)
जोधपुर

PHOTO COPY ATTESTED
NOTARY, JODHPUR



**SITE PLAN OF KHASRA NO. ,1287/775,1282/775,1286/775,1284/775,1285/775,7
REVENUE VILLAGE JODHPUR KASH ON PAL ROAD
AT JODHPUR**

SCALE 1" = 80'



JDA (L) DRG NO. 86/24-4-13

TO PAL ROAD

ROAD 100' WIDE

TO A.I.M.E.S. HOSPITAL

RATAN NAGAR

EXISTING HOUSE

447'-9"

3030'

ROAD 60' WIDE

15m

511'-6"



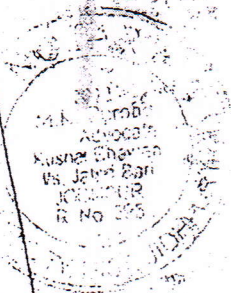
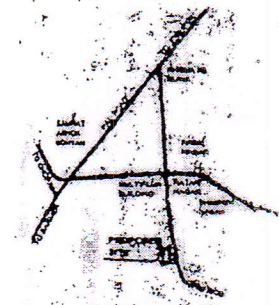
AREA = 229024.08 SQ. FT.
= 26447.12 SQ. YDS
= 21276.34 SQ. MTS

EXISTING HOUSE

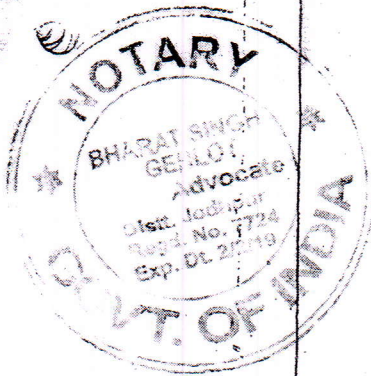
511'-6"

447'-9"

EXISTING HOUSE



Advocate
Kushal Chandra
Vs. Jai Singh
JODHPUR
R No 255



[Signature]

भारत सिंह आदिवंश
जोधपुर शिवरात्रि प्रमोदसम
जोधपुर

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[Signature]

NOTARY

उपस्थित (दिनिग)
जोधपुर विकास प्राधिकरण
जोधपुर

1. प्रदीप एण्ड कम्पनी (i) श्री गोकल चन्द राठी HUF (कर्ता कमल किशोर राठी)
(ii) श्रीमती बबीता राठी
2. ज्ञान स्टोरेज (i) श्रीमती मांगी देवी राठी (ii) श्री सत्यनारायण राठी HUF
3. अशोक कुमार एण्ड कम्पनी (i) श्री कमल किशोर HUF (ii) श्रीमती सुमीत्रा देवी राठी
4. रणजीत ब्रदर्स (i) श्रीमती सन्जु देवी राठी (ii) श्री विमल किशोर राठी HUF

आवेद

विषय:- राजस्थान भू-राजस्व अधिनियम, 1956 की धारा 90-क के अधीन कृषि भूमि का गैर-कृषिक प्रयोजन के उपयोग हेतु अनुज्ञाप प्रदान करने।

आदेश

दिनांक

मामले के संक्षिप्त तथ्य निम्नानुसार है:-

1. ऊपर नामित आवेदक ने राजस्थान भू-राजस्व अधिनियम, 1956 की धारा 90-क के अधीन निम्नलिखित भूमि का आवासीय प्रयोजन के लिए उपयोग हेतु अनुज्ञा देने के लिए आवेदन किया है:-

तहसील और जिले का नाम	राजस्व ग्राम का नाम	खसरा संख्या	क्षेत्र
जोधपुर जिला जोधपुर	जोधपुर	775/69 रकबा 1 बीघा 6 बिस्वा, 1287/775 रकबा 1 बीघा 6 बिस्वा, 775/63 रकबा 15 बिस्वा, 1282/775 रकबा 15 बिस्वा, 1286/775 रकबा 6 बीघा 10 बिस्वा, 1284/775 रकबा 1 बीघा 5 बिस्वा, 1285/775 रकबा 1 बीघा 6 बिस्वा कुल रकबा 13 बीघा 3 बिस्वा	

आवेदक ने आवेदन के साथ नवीनतम प्रमाणित जमाबन्दी की प्रति, राजस्व खसरा अनुरख, सम्यक् रूप से अनुप्रमाणित क्षतिपूर्ति बंधपत्र और शपथपत्र, की-मैप, अभिन्यास योजना, सर्वेक्षण नक्शा और अन्य सुसंगत दस्तावेज प्रस्तुत किये हैं।

यह कि मैंने आवेदक द्वारा प्रस्तुत आवेदन और दस्तावेजों/कथनों का परीक्षण कर लिया है। मैं सम्बन्धित तहसीलदार की रिपोर्ट और स्थानीय प्राधिकारी की सहमति रिपोर्ट का परीक्षण कर लिया है। मेरी यह राय है कि आवेदित भूमि का गैर-कृषिक प्रयोजन के लिए वांछित उपयोग मास्टर योजना/विकास योजना/स्कीम के अनुरूप है और आवेदक के आवेदन को, राजस्थान भू-राजस्व अधिनियम, 1956 की धारा 90-क और राजस्थान अभिधृति अधिनियम की धारा 6 और दत्तधीन बनाये गये नियमों के उपबन्धों के अनुसार ऐसी भूमि पर अभिधृति अधिकार निर्वापित करके भूमि का आवासीय प्रयोजन के लिए उपयोग करने हेतु अनुज्ञा प्रदान करने के लिए स्वीकार किया जा सकता है। निदेशक आयोजना शाखा/उप नगर नियोजक द्वारा उक्त कृषि भूमि का

उपायुक्त (तहसील) प्लान में भू-उपयोग आवासीय बताया है तथा अनुज्ञा के लिए अपनी सहमति प्रदान

जोधपुर विकास प्राधिकरण

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NOTARY, JOHPUR

उपराक्त नियमन की स्वीकृति दी जाकर ले-आउट अनुमोदित किया गया।

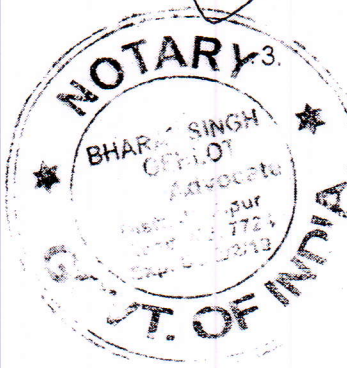
4. अतः अब इसके द्वारा आदेश दिया जाता है कि खसरा संख्या 775/69 रकबा 1 बीघा 6 बिसवा, 1287/775 रकबा 1 बीघा 6 बिसवा, 775/63 रकबा 15 बिसवा, 1282/775 रकबा 15 बिसवा, 1286/775 रकबा 6 बीघा 10 बिसवा, 1284/775 रकबा 1 बीघा 5 बिसवा, 1285/775 रकबा 6 बीघा 6 बिसवा कुल रकबा 13 बीघा 3 बिसवा भूमि ग्राम जोधपुर तहसील व जिला जोधपुर स्थित भूमि पर आवेदक के अभिधृति अधिकारों को उक्त भूमि का आवासीय प्रयोजन के लिए उपयोग करने हेतु निर्वापित किया जायेगा और इस आदेश की तारीख से उक्त भूमि को उक्त भूमि का आवेदक/आवेदक द्वारा नामनिर्दिष्ट व्यक्तियों को, उक्त स्थानीय प्राधिकारी पक्ष से विधि, नियमों, विनियमों या उप-विधि के अनुसार आबंटन के लिए, स्थानीय प्राधिकारी के व्ययनाधीन रखा गया समझा जायेगा।
5. आवेदक द्वारा उस भूमि को, जिसके लिए यह अनुज्ञा दी गयी है, यथाविहित प्रीमियम, संपत्ति निर्धारण के साथ ही विनिर्दिष्ट अन्य प्रभारों के निक्षेप और सुसंगत विधि के अधीन अविभाज्य योजना के अनुमोदन के पश्चात, स्थानीय प्राधिकारी द्वारा सम्यक् आबंटन किये जाने के पश्चात ही गैर-कृषिक प्रयोजन के लिए उपयोग में लिया जायेगा।
6. इन नियमों के अधीन विहित और स्थानीय प्राधिकारी द्वारा सुसंगत विधि के अनुसार अधिभार निबंधनों और शर्तों की आवेदक द्वारा पालना की जायेगी।
यह आदेश अधोहस्ताक्षरी के हस्ताक्षर और मुहर के अधीन आज दिनांक 15/6/13 को जारी किया गया।

सं. प्रकरण 24080/2013

उपायुक्त (विकास)
जोधपुर विकास प्राधिकरण,
जोधपुर
दिनांक 15/6/2013

प्रति सूचना एवं आवश्यक कार्यवाही के लिए निम्नलिखित को अग्रेषित की गयी:-

1. सचिव, जोधपुर विकास प्राधिकरण, जोधपुर।
2. तहसीलदार, जोधपुर को पूर्वोक्त भूमि को स्थानीय प्राधिकारी के नाम नामान्तरण करने और इस आदेश के 7 दिन के भीतर स्थानीय प्राधिकारी और अधोहस्ताक्षरी को उसकी प्रति भेजने के लिए प्रदीप एण्ड कम्पनी (i) श्री गोकल चन्द राठी HUF (कर्ता कमल किशोर राठी) (ii) श्रीमती बबीता राठी, ज्ञान स्टोरेज (i) श्रीमती मांगी देवी राठी (ii) श्री सत्यनारायण राठी HUF, अशोक कुमार एण्ड कम्पनी (i) श्री कमल किशोर HUF (ii) श्रीमती सुमीत्रा देवी राठी, रणजीत ब्रदर्स (i) श्रीमती सन्जु देवी राठी (ii) श्री विमल किशोर राठी HUF प्रदीप एण्ड कम्पनी



उपायुक्त (विकास)
जोधपुर विकास प्राधिकरण,
जोधपुर
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15/6/13
NOTARY, JODHPUR



✓ 05/10/2017

