

**Government of Rajasthan
REGISTRATION & STAMPS DEPARTMENT, RAJASTHAN, AJMER
SUB-REGISTRAR : BHIWARI**

Fee Receipt

Appendix I-Form No. 9 (Rule 15 & 131)

Print Date : 25-04-2018 10:49 AM

Fee Receipt No	: 201802111002960	Receipt Date	: 25/04/2018
Name	: Anil Kumar Sharma Adv , anil kumar sharma adv	Document S. No.	: 201801111002952
Address	: bhiwadi		
Document Type	: Inspection And Search		
Face Value	: ₹ 0	Evaluated Value	: ₹ 0
Ord-Registration Fee	: ₹ 0	Fee for Memorandum Us_64_67	: ₹
CSI	: ₹ 0	Certified copying fees Us_57	: ₹ 0
Stamp (Memorandum)	: ₹	Reg (memorandum)	: ₹
Surcharge	: ₹ 0	Stamp Duty	: ₹ 0
Penalty	: ₹ 0	Inspection fee	: ₹ 650
Us_25_34	: ₹ 0	Commission	: ₹ 0
Custody	: ₹	Others	: ₹ 0
		Cash Amount Received	: ₹ 0
		Other than Cash	: ₹ 650
		Total Amount	: ₹ 650

From Year 2006 To Year 2018

Mode of Payment (#Mode Number Amount #)
e-Registration Receipt RJ1624141804336 ₹ 650

Signature of presenter or applicant for
copy or Search certificate

Cashier

Signature of recipient
and date of return receipt

1 / Sub-REGISTRAR



TECH INFRASTRUCTURE PVT. LTD.

AUTHORISED SIGNATORY

Anil Kumar Sharma
ADVOCATE

COURT PREMISES, ALWAR (RAJ.)

Resi. Cum Off.
Nai Sadak, Court Road,
Ladiya Alwar, Rajasthan
Mob.: 9413739227, 9610525544

LEGAL SECUTINY REPORT

Date 24-04-2018

To,

M/s Pink City Heights Pvt. Ltd.-
Pushphanji Enclave Delhi

Dear Sir,

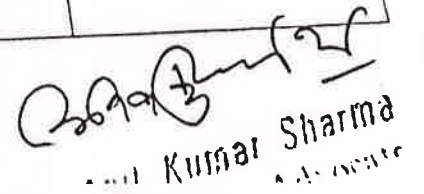
I Submit my Legal Scrutiny Report as here under:-

1. (A) Name of the title holder M/s Pink City Heights Pvt. Ltd.
1. (B) Commercial land Village Khanpur Tehsil Tijara Dist. Alwar
2. Detail/description of the documets screutinized

Sr. No.	Date of Document	Name of Document	Whether original/ certified/ True Copy / Photo Copy
1	08-02-2013	UIT Bhiwadi Order Dt. 08-02-2013	Photo Copy
2	08-10-2013	UIT Bhiwadi Order Dt. 08-10-2013	Photo Copy
3	09-01-2014	Regd. Lease Deed dated 09-01-2014 of Book No. 01 Jild No. 427 Page No. 103 Sr. No. 2014000103 Add. Book No. 01 Jild No. 1455 Page No. 17 to 25 By UIT, Bhiwadi in favour of M/s Pink City Heights Pvt. Ltd.	Photo Copy
4	02-04-2014	Regd. Lease Deed dated 02-04-2014 of Book No. 01 Jild No. 433 Page No. 97 Sr. No. 2014001297 Add. Book No. 01 Jild No. 1478 Page No. 565 to 574 By UIT, Bhiwadi in favour of M/s Pink City Heights Pvt. Ltd.	Photo Copy
5.	31-10-2017	Reconstituted Permmsion letter with site plan	Photo Copy

R TECH INFRASTRUCTURE PVT. LTD.

AUTHORISED SIGNATORY


Anil Kumar Sharma
Advocate

Scanned with CamScanner

3. Detail/description of the Property/ies

Item No.	Survey No./Khata No/ Plot No.	Extent/Areas of land/ Building	Location sub-Dist./ Village/ Municipality etc.	Boundary
1	Commercial Plot	5594.13 Sq. Mt.	Situated at Village Khanpur Tehsil Tijara situated in Khasra No. 827/533, 810/534	As per map

4. Brief history o the property and how the owner/mortgagor has derived title:-

UIT, Bhiwadi issued a order (90A) for Commercial land for khasra No. 827/533 measuring 3525Sq. Mt. & khasra No. 810/534 measuring 0.23 Hect. or 2300 Sq. Mt. in favour of M/s Pink City Heights Pvt. Ltd. on 08-02-2013 08-101-2013. After that UIT, Bhiwadi executed Regd. Lease Deed in favour of M/s Pink City Heights Pvt. Ltd. for khasra No. 827/533 measuring 3296.13 Sq. Mt. on 09-01-2014. After that UIT, Bhiwadi executed Regd. Lease Deed in favour of M/s Pink City Heights Pvt. Ltd. for khasra No. 810/534 measuring 2298 Sq. Mt. on 02-04-2014. After that UIT Bhiwadi issued a order for Reconstituted above plot measuring 5594.13 Sq. Mt. on 31-10-2017.

5. Search and Investigation;

5.1	The person/s who is/are the present owner/s of the property/ies	M/s Pink City Heights Pvt. Ltd. Pushphanji Enclave Delhi
5.2	Whether the party has absolute, clear and marketable title over the property/ies proposed to be mortgaged and can create to valid mortgage on the property	Yes
5.3	(a)What is the nature of the title of the owner i.e. tenancy right, full ownership, occupancy right, possessory ritht, minor's right or any other type of right?	Lease holds Right.

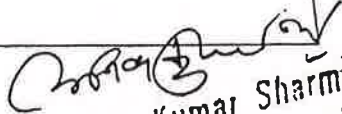
	Clarify.	
	(b) Leasehold immovable property/ies (where the land/building (s) is/are leasehold, please verify the terms of the lease (s) the name and address (es) of the lessor (s) and whether any permission/NOC from the lessor (s)/ company authority is required for transfer (such as mortgage, sale, etc.) of the property/ies)	The plot is Lease hold Right The Lesser of UIT, Alwar Lease Period 99/93 Years
5.4	Whether there is any restriction/ prohibition under Personal laws of the owner/mortgagor to hold the property/ies under the title deeds through which he has derived the title.	No
5.5	Whether the latest title deeds and the immediately previous title deeds are available in originals.	Yes
5.6	Whether the building tax/land revenue has paid, up to date	N.A.
5.7	Whether any dues recoverable as land revenue Are outstanding.	N.A.
5.8	In case the facility is sought for construction purpose:- whether the land has been converted under the Land Revenue laws? If not required to be converted, give reasons.	N.A.
5.9	Whether the land is affected by any revenue and Tenancy legislation? If so, how and to what extent And the remedy, if any.	No
5.10	Whether the permission under the Urban Land (Ceiling and Regulation) Act, 1976 is necessary or not?	N.A.
5.11	Is there any other special enactment like land acquisition Act and other	N.A.

Anil Kumar Sharma
Anil Kumar Sharma
Adm. Officer

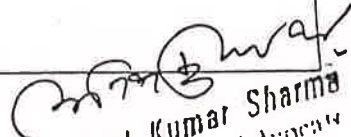
	State Legislation's/ Provisions of which are applicable to the property/ies and affecting the?	
5.12	(a) is/Are the property/ies free from Encumbrances.	Yes
	(b) Please give details account of creation of charge/ mortgage or redemption's for a minimum period of 13 years and also state the subsisting charge/mortgage if any mentioned in the encumbrance certificate for the last 13 years in case of Priority advance and for the last 30 years in all others cases.	There is no charge or redemptions could be seen
5.13	Whether the proposed equitable mortgage by Deposit of title deeds is possible? If so, what are The documents to be deposited? If deposit is not possible, can there be a simple mortgage or by a Registered mortgage by any other mode of Mortgage?	Equitable Mortgage is possible by deposit of all the documents 1. UIT Bhiwadi Order Dt. 08-02-2013 By UIT, Bhiwadi in favour of M/s Pink City Heights Pvt. Ltd. (Original) 2. UIT Bhiwadi Order Dt. 08-10-2013 By UIT, Bhiwadi in favour of M/s Pink City Heights Pvt. Ltd. (Original) 3. Regd. Lease Deed dated 09-01-2014 of Book No. 01 Jild No. 427 Page No. 103 Sr. No. 2014000103 Add. Book No. 01 Jild No. 1455 Page No. 17 to 25 By UIT, Bhiwadi in favour of M/s Pink City Heights Pvt. Ltd. (Original) 4. Regd. Lease Deed dated 02-04-2014 of Book No. 01 Jild No. 433 Page No. 97

		Sr. No. 2014001297 Add. Book No. 01 Jild No. 1478 Page No 565 to 574 By UIT, Bhiwadi in favour of M/s Pink City Heights Pvt. Ltd. (Original) 5 Reconstituted Permmision letter Dt. 31-10-2017 with site plan in favour of M/s Pink City Heights Pvt. Ltd. (Original)
5.14	Whether the property/ies is/are freehold or Leasehold or self occupied or tenanted? If tenanted, Whether the property/ies can be taken as mortgage and what precautions to be taken?	Property is lease hold
5.15	If owner is a company, partnership firm, Trust Temple, Wakf of other legal persons, how the tile is affected by its Memorandum and Article of Association, Partnership dee, Trust deed or rules or bye laws and what are the precautions to be Taken under rules or bye-laws and also how the right to create mortgage is affected by Hindu Religions and Endowments Laws and/or Wakf deed or Wakf Act, as the case may be.	N.A.
5.16	If property/ies to be mortgage is/are flat/apartment in residential or commercial complex, how far independent titles is ensured and how the enjoyment of common areas and	Commercial Plot

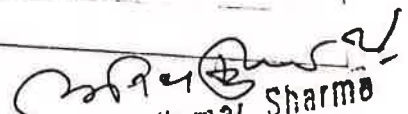
	facilities are ensured to the flat-owner (mortgagor); what are the documents of title available for creating mortgage? Documents/records to be taken from builder/owner and their bankers.	
5.17	Flats owner/controlled by societies:- special Requirements to be taken if society refuse to note Bank lien/interest.	N.A.
5.18	Please state the names of the persons who should join in the creation of mortgage of the property/ies Either by deposit of title deeds or by registered Mortgage, etc.	M/s Pink City Heights Pvt. Ltd.
5.19	Any additional documents/precautions, required to be taken.	No
6	Investigation under income tax act, 1961	N.A.
	(a) Please investigate whether any action has been initiated by the Tax Recovery officer under section 222	N.A.
	(b) Please also investigate as to whether the provisions of section 230-A are to be complied with and if so whether the same are complied with	N.A.
	(c) Please also advise whether any prior permission of the concerned assessing officer under section 281(1) is required for any transfer (by way any other mode of transfer whatsoever of	N.A.


Anil Kumar Sharma
Advocate

	the immovable property/ies)	
	(d) Please also investigate as to whether the provisions of Chapter XX-A and Chapter XX-C have been complied with and whether any transaction under section 269 AB is registered with and whether any transaction and whether any acquisition proceedings under Chapter XX-A and Chapter XX-C have been initiated against the immovable property. If any acquisition proceedings etc. are pending or have been finalized and/ or are pending with the courts, please give full details thereof alongwith the necessary documentary evidence.	N.A.
	(e) Finally please also investigate under the IT Act, 1961 are pending	N.A.
7	Search in respect of companies registered under the companies Act, 1956	N.A.
	(a) Please search the index and the register of charges/ file or folder containing forms -13 and provide information on (i) charges subsisting on the property/ies and undertaking of the documents creation the charges (ii) the dates of creation, nature (mortgage/hypothecation etc. whether first/ second or pari-passu charge) and the extend (i.e. the amount covered) of each charge (iii) the specific	N.A.


Anil Kumar Sharma
Advocate

	specific details	
	(b) Whether the land is under self-cultivation.	N.A.
	(c) if land is owner in different Khatas or is under joint share, give specific share in each Khata.	N.A.
	(d) if consolidation of holdings/ acquisition proceedings etc. are in the area, whether the transfer of the land is possible under the state enactments.	N.A.
	(e) Whether any prior/hidden charges exists against the land. Non-encumbrance should be for a period of 13 years preceding the date of this non-encumbrance certificate.	N.A.
	(f) Whether mutation has been completed in case of existing chares/pending charges.	N.A.
	(g) Inspection of land on the sport in regard to the quality of land (such as irrigated/unirrigated water logged, etc.) in order to enable the bank to determine its value.	N.A.
	(h) Whether any Government loan/ taccavis/ co-op loan etc. have been raised against the land, and if so, details about the charges/ encumbrances may be specified..	N.A.
9	Whether the bank will be to enforce	Yes


Anil Kumar Sharma
Advocate

	SARFESI Act if required against the property offered as Security	
--	--	--

9 **Certificate**

I have scrutinized the title deed intended to be deposited relating to the property to be offered as security by way of equitable mortgage/ registered mortgage etc. That the document of title referred to above are perfect evidence of title and that if the said documents are deposited and equitable mortgage/registered mortgage etc, is created in the manner required by law, it will satisfy the requirements of creation of equitable mortgage/ registered mortgage etc, and I further certify that There are not prior mortgages/charges whatsoever as could be seen from the encumbrance certificate for the **period 13 Years from 2006 to 2018 from Sub Registrar office Bhiwadi** Pertaining to the immovable property/ies covered by the above said title deeds

I certify that M/s Pink City Heights Pvt. Ltd. have a valid, clear and marketable title to the property/ies shown above.

Date : 24-04-2018

Place : Alwar



Anil Kumar Sharma

Advocate **Anil Kumar Sharma**
Advocate

R TECH INFRASTRUCTURE PVT. LTD.

AUTHORISED SIGNATORY 

कार्यालय प्राधिकृत अधिकारी, नगर विकास न्यास, भिवाडी

प्रकरण संख्या 94/13...वर्ष 2013

मै0 पिंग सिटी हाईडस प्रा0 लि0 जरिये श्री अजय सिंहल पुत्र स्व0 श्री आर.के. सिंहल,
पंजीकृत कार्यालय बी-27, पुष्पांजलि एनक्लेव पीतमपुरा नई दिल्ली

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

आदेश

दिनांक 8.10.13

मामले के संक्षिप्त तथ्य निम्नानुसार हैं:-

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

तहसील और जिले का नाम	राजस्व ग्राम का नाम	खसरा संख्या	क्षेत्रफल (है0)
तिजारा, अलवर	खानपुर	810/534	0.23

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

03. यह है कि मैंने आवेदक द्वारा प्रस्तुत आवेदन और दस्तावेजों/कथनों का परीक्षण कर लिया है। मैंने नगर विकास न्यास, भिवाडी तहसीलदार की रिपोर्ट, स्थानीय प्राधिकारी (सचिव नगर विकास न्यास भिवाडी) की सहमति रिपोर्ट का परीक्षण कर लिया है, जिसके अनुसार सड़क मार्गाधिकार में आने वाली भूमि न्यास को निःशुल्क समर्पित करने का शपथ पत्र प्राप्त कर लिया है। 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 63 और तदधीन बनाये गये नियमों के उपबंधों के अनुसार ऐसी भूमि पर अभिधृति अधिकार निर्वापित करके भूमि का व्यावसायिक के लिए उपयोग करने हेतु अनुज्ञा प्रदान करने के लिए स्वीकार किया जा सकता है।



4. अतः अब इसके द्वारा आदेश दिया जाता है कि आवेदित भूमि में से ग्राम खानपुर तहसील तिजारा के खसरा नम्बर 810/534 कुल किता 01 क्षेत्रफल 0.23 है० में स्थित भूमि पर आवेदक के अभिधृति अधिकारों को उक्त भूमि का व्यावसायिक प्रयोजन के लिए उपयोग करने हेतु निर्वासित किया जायेगा और इस आदेश की तारीख से उक्त भूमि को, उक्त भूमि का आवेदक अथवा आवेदक द्वारा नामनिर्दिष्ट व्यक्तियों को, उक्त स्थानीय प्राधिकारी पर लागू विधि, नियमों, विनियमों या उप-विधि के अनुसार आवंटन के लिए, स्थानीय प्राधिकारी के व्ययनाधीन रखा गया समझा जायेगा।

आवेदक द्वारा उस भूमि को, जिसके लिए यह अनुज्ञा दी गयी है, यथाविहित प्रीमियम, नगरीय निर्धारण के साथ ही विनिर्दिष्ट अन्य प्रभारों के निक्षेप और सुसंगत विधि के अधीन अभिन्यास योजना के अनुमोदन के पश्चात्, स्थानीय प्राधिकारी द्वारा सम्यक् आवंटन किये जाने के पश्चात् ही गैर-कृषिक प्रयोजन के लिए उपयोग में लिया जायेगा। इन नियमों के अधीन विहित और स्थानीय प्राधिकारी द्वारा सुसंगत विधि के अनुसार अधिरोपित निबंधनों और शर्तों की आवेदक द्वारा पालना की जायेगी।

यह आदेश अधोहस्ताक्षरकर्ता के हस्ताक्षर और मुहर के अधीन आज दिनांक ...१८.०९.१७... को पारित किया गया।



sd/-
प्राधिकृत अधिकारी
नगर विकास न्यास भिवाडी
दिनांक ...१८.०९.१७...

क्रमांक : 849-S1/13

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

1. सचिव, नगर विकास न्यास, भिवाडी।
2. नायब तहसीलदार टपूकडा को उपरोक्त भूमि को स्थानीय प्राधिकारी के नाम नामान्तरण करने और इस आदेश के 7 दिन के भीतर स्थानीय प्राधिकारी और अधोहस्ताक्षरकर्ता को उसकी प्रति भेजने के लिए।
3. मै० पिंग सिटी हाईट्स प्रा० लि० जरिये श्री अजय सिंहल पुत्र स्व० श्री आर.के. सिंहल, पंजीकृत कार्यालय बी-27, पुष्पांजलि एनक्लेव पीतमपुरा नई दिल्ली

प्राधिकृत अधिकारी
नगर विकास न्यास भिवाडी

2442 2/B



राजस्थान RAJASTHAN

राजस्थान टाउनशिप पुलिस
2010 के तहत जारी

कार्यालय नगर विकास न्यास भिवाड़ी



पट्टा विलेख

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

यह विलेख आज वर्ष 2014 के माह मार्च के 29 वे दिन नगर सुधार न्यास भिवाड़ी (जिन्हें इसके बाद नगर निकाय कहकर संबोधित किया गया है) प्रथम पक्ष मैसर्स पिंक सिटी हाईट्स प्रा0 लि0 जरिये श्री अजय सिंहल पुत्र स्वर्गीय आर.के. सिंहल पंजीकृत कार्यालय बी-27, पुष्पांजली एनक्लेव, दिल्ली (जिनको इसके बाद लीजधारक संबोधित किया गया है) द्वितीय पक्ष तथा इस इबारत में जहां कहीं प्रसंग से वैसा अर्थ निकले, उनके उत्तराधिकारी, निर्वाहक, प्रबंधक, प्रतिनिधि और मुन्तकिल अलैह भी सम्मिलित होंगे) के मध्य निष्पादित हुआ है। यह विलेख साक्ष्यांकित 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 उल्लेखित 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 व्यावसायिक राजस्व ग्राम खानपुर 810/534 कुल किता 1 क्षेत्रफल 2300 वर्गमीटर में से तैयार / अनुमोदित साईट प्लान के अनुसार क्षेत्रफल 2208 वर्ग मी0 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 संलग्न नक्शे में लाल रंग में दिखाया गया है, और जिसे पूर्ण स्वामित्व संबंधी स्वत्वों सहित किन्तु निम्नलिखित तमाम व प्रत्येक अपवादों, संरक्षणों, प्रतिबंधों, बंधनों, शर्तों और करारों के अधीन खरीददार अपने उपयोग, उपभोग और इस्तेमाल के लिए अपने अधिकार में रखेगा, अर्थात:-

For Pink City Heights Pvt. Ltd.

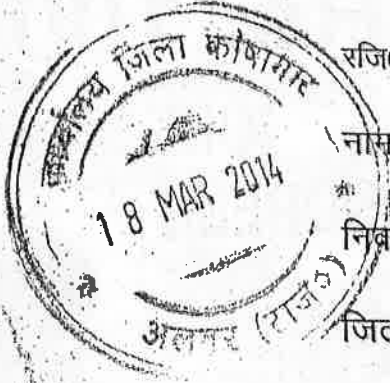
31/3/2014

[Signature]

[Signature]

जयपाल सिंह (मु० वि० ला० नं० 193/05)

भिवाडी जिला अलवर (राज०)



रजि० नं० 7449 दिनांक 27.03.2014

नाम में० पिंग सिटी हार्ट प्रा० लि०

निवासी/पता बी-27 पुष्पांजली इन्कलेव नई दिल्ली

जिला नई दिल्ली वास्ते लिज डीड

जर्ये नदीन

ह० स्टाम्प खरीददार

जयपाल सिंह
ह० स्टाम्प सेलर
जयपाल सिंह
(मु० वि० ला० नं० 193/05)





राजस्थान RAJASTHAN

5

X 178323

राजस्थान टाउनशिप पोलिसी
2010 के तहत जारी परिशिष्ट

कस्बे का नाम : भिवाड़ी

राजस्थान ग्राम : ग्राम खानपुर खसरा नम्बर 810/634 सीमा पूर्व: अन्य खातेदारी भूमि पश्चिम : पिक सिटी हाईटस् व्यावसायिक प्रोजेक्ट सीमा उत्तर : अलवर-भिवाड़ी मेरा हाईवे, सीमा दक्षिण 18 मीटर चौड़ी सड़क साईट प्लान संलग्न है।

योजना का नाम : व्यावसायिक

विस्तृत नाप सहित क्षेत्रफल 2200 वर्गमीटर

इसके साक्षी के रूप में इसके फरीकन से इसके भाव प्रत्येक दशा में निर्दिष्ट स्थानों और तारीखों पर अपने अपने हस्ताक्षर कर दिये हैं।

नागरिक निकाय की ओर से आद्य सन् 2014 के माह 19 के दिनांक

प्रथम पक्ष

For Pink City Highways Pvt. Ltd.

साक्षी

नगर विकास न्यास भिवाड़ी

नगर विकास न्यास

भिवाड़ी (अलवर)

ने निम्न की उपस्थिति में (भिवाड़ी) में हस्ताक्षर किये -

साक्षी :-

1. नाम	अ.म.प.आ.श.	पुत्र	श्री चक्र/सिद्ध	साक्षी	...
व्यवसाय	...	निवास स्थान	...	साक्षी	...
2. नाम	...	पुत्र	...	साक्षी	...
व्यवसाय	...	निवास स्थान	...	साक्षी	...

आज सन् 2014 के माह ... के दिनांक को निम्नलिखित की उपस्थिति में उक्त मेसर्स पिक सिटी हाईटस् प्रा0 लि0 जारिये श्री अजय सिंहल पुत्र स्वर्गीय आर.के. सिंहल पंजीकृत कार्यालय बी-27, पुष्पांजली एनक्लेव, दिल्ली लीजाधारक - द्वितीय पक्ष

लीजाधारक द्वारा कार्यालय उप पंजीकृत ... में हस्ताक्षर किये गये।

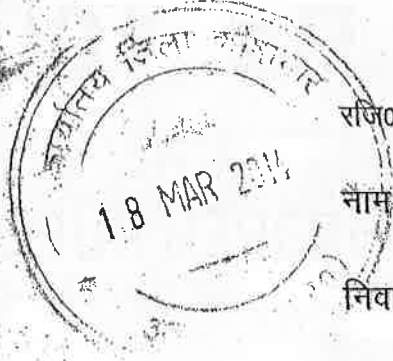
साक्षी :-

1. नाम	...	पुत्र	...	साक्षी	...
व्यवसाय	...	निवास स्थान	...	साक्षी	...
2. नाम	...	पुत्र	...	साक्षी	...
व्यवसाय	...	निवास स्थान	...	साक्षी	...

नगर पञ्जीकृत, भिवाड़ी

जयपाल सिंह (मु० वि० ला० नं० 193/05)

भिवाडी जिला अलवर (राज०)



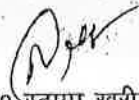
राजि० नं० 7449 दिनांक 27.03.2014

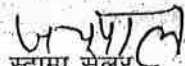
नाम मै० पिंग सिटी हाईट प्रा० लि०

निवासी/पता बी-27 पुष्पांजली इन्क्लेव नई दिल्ली

जिला नई दिल्ली वास्ते लिज डीड

जर्ये नवीन


ह० स्टाम्प खरीददार


ह० स्टाम्प सेलर
जयपाल सिंह
(मु० वि० ला० नं० 193/05)



हस्ताक्षर

फोटो

अंगूठा

mDr fu"iknu drkZ dh lgpkv

1-Jh@Jherh@lqJh NAVEEN

पुत्र/पुत्री/पत्नी श्री RAMESH उम्र 23 वर्ष

जाति JAT व्यवसाय SERVICE

निवासी BHISRU KHURD ROHTAK ने की है जिनके

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

(2014002453)

(Lease deed for local bodies (Patta))

उप पंजीयक, BHIWADI

आज दिनांक 02/04/2014 को

पुस्तक संख्या 1 जिल्द संख्या 433

में पृष्ठ संख्या 97 क्रम संख्या 2014001297 पर

पंजिबद्ध किया गया तथा अतिरिक्त

पुस्तक संख्या 1 जिल्द संख्या 1478

के माध्यम से







राजस्थान RAJASTHAN

राजस्थान टाउनशिप पोलिसी
2010 के तहत जारी

X 178320

1. लीजधारक नगर निकाय के कार्यालय में या ऐसे स्थान पर जिसे नगर निकाय समय-समय पर इस हेतु नियत कर दें, प्रत्येक वर्ष अप्रैल के प्रथम दिन उक्त भूखण्ड के संबंध में उक्त नियमों के नियम 20 के उप-नियम (1) के अन्तर्गत निर्धारित किये गये नगरीय निर्धारण (शहरी जमाबन्दी या भूमि का किराया) के तौर पर रुपये ₹ 1,452/- / - अंकेन वासी रत्नाग्रहा शी वापन रत्नाग्रहा एक बारीय नगरीय निर्धारण (शहरी जमाबन्दी या भूमि का किराया) की राशि का ₹ 8 गुणा जमा करा दिया गया है। 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। लीज धारक ने उक्त वर्णित नगरीय निर्धारण की राशि के आठ गुणा के बराबर राशि रु ₹ 11,616/- अंकेन ₹ 1,000/- रत्नाग्रहा शी वापन जर्ज रसीद संख्या 526/13 दिनांक 20.2.14 जमा करवा दिये हैं। अतः इस पेटे अब कोई राशि जमा करानी शेष नहीं है।
2. 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।

For Pink City Heights Pvt. Ltd.

Director

सचिव
28/3/2014

नगर विकास न्यास
मिनाडी (अलवर)

उप पंजीयक, मिनाडी

जयपाल सिंह (मु० वि० ला० नं० 193/05)

भिवाडी जिला अलवर (राज०)



रजि० नं० 7449 दिनांक 27.03.2014

नाम मे० पिंग सिटी हाईट प्रा० लि०

निवासी / पता बी-27 पुष्पांजली इन्कलेव नई दिल्ली

जिला नई दिल्ली वास्ते लिज डीड

जर्ये नवीन

आज दिनांक 2 माह April सन् 2014 को 13:17 बजे

श्री/श्रीमती/सुश्री AJAY SINGAL पुत्र/पुत्री/पत्नी श्री R.K. SINGAL

उम्र 45 वर्ष, जाति MAHJAN व्यवसाय BUSINESS

निवासी B-27 PUSHPANJALI ENCLAVE DELHI

ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

ह० स्टाम्प सेल

जयपाल सिंह

(मु० वि० ला० नं० 193/05)

हस्ताक्षर प्रस्तुतकर्ता
(2014002453)

हस्ताक्षर उप पंजीयक, BHIWADI

(Lease deed for local bodies (Patta))

रसीद नं० 2014002442 दिनांक 02/04/2014

पंजीयन शुल्क रू० 39730/-

प्रतिलिपि शुल्क रू० 300/-

पृष्ठांकन शुल्क रू० 0/-

अन्य शुल्क रू० 19870/-

कमी स्टाम्प शुल्क रू० 198120/-

कुल योग रू० 258020/-

(2014002453) उप पंजीयक, BHIWADI
(Lease deed for local bodies (Patta))



राजस्थान RAJASTHAN

राजस्थान टाउनशिप पुलिस
2010 के तहत जारी

X 178321

3. पट्टे की अवधि :- पट्टाधृति अधिकार 99 वर्ष के लिए होंगे।
4. उक्त भूखण्ड का उपयोग केवल व्यावसायिक प्रयोजन, जिसके लिए नगर निकाय द्वारा उक्त नियमों के अन्तर्गत अनुमति दी गयी है, के लिए किया जाएगा और इसी प्रयोजन के उपयोग हेतु इस भूखण्ड पर भवन का निर्माण किया जायेगा।
5. इस पट्टा विलेख की तारीख से 7 वर्ष, या ऐसी अतिरिक्त अवधि के भीतर जो नियम-26 के अन्तर्गत बढ़ा दी जायें, 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 निबंधन और शर्तें और अन्य उपबंध, यथावश्यक परिवर्तन सहित, अन्तरिती 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 द्वारा अवधारित की जायेगी किन्तु किसी भी दशा में मूल पट्टे की कालावधि से अधिक नहीं होगी। उप-पट्टे उक्त नियमों में विहित समस्त अन्य निबंधनों और शर्तों या किन्हीं पृथक् आदेशों द्वारा, जो राज्य सरकार द्वारा समय-समय पर इस निमित्त विनिर्दिष्ट मामलों में जारी किये जायें, शासित होंगे।
7. उक्त भूखण्ड के अन्तरण के मामले में, अन्तरिती के पक्ष में नाम में अन्तरण के लिए नगर निकाय, भिवाड़ी 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 निक्षिप्त की जायेगी : परन्तु लीजधारक की मृत्यु के मामलों में इस नियम के अधीन कोई फीस प्रभारित नहीं की जायेगी।
8. 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।

For Pink City Heights Pvt. Ltd.

सचिव

नगर विकास न्यास

Director

निर्माक भिवाड़ी



जयपाल सिंह (मु० वि० ला० नं० 193/05)

भिवाडी जिला अलवर (राज०)

रजि० नं० 7449 दिनांक 27.03.2014

नाम में० पिंग सिटी हार्ट प्रा० लि०

निवासी/पता बी-27 पुष्पांजली इन्क्लेव नई दिल्ली

जिला नई दिल्ली वास्ते लिज डीड

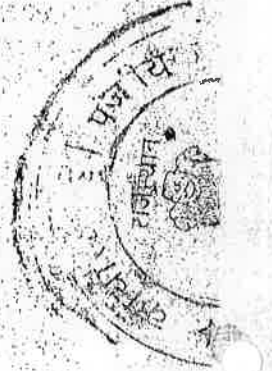
जर्ये नवीन

ह० स्टाम्प खरीददार

ह० स्टाम्प सेलर

जयपाल सिंह

(मु० वि० ला० नं० 193/05)



धारा 54 के तहत प्रमाण-पत्र
प्रमाणित किया जाता है कि इस विक्रय पत्र
की मालियत रुपये 3972232
मानते हुए इस पर देय कमी मुद्रांक
राशि 198120 पर कमी पंजीयन शुल्क
रुपये 39730 कुल रुपये 258020
जरिये रसीद संख्या 2014002442 दिनांक 02/04/2014
में जमा किये गये हैं।
अतः दस्तावेज को रुपये 198620
के मुद्रांकों पर निष्पादित माना जाता है।

(2014002453) उप पंजीयक, BHIWADI
(Lease deed for local bodies (Patta))



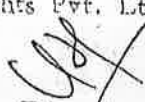
राजस्थान RAJASTHAN

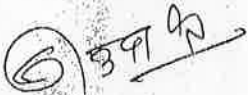
राजस्थान टाउनशिप पोलिसी
2010 के तहत जारी

X 178322

9. यदि आवंटन या पट्टा विलेख के निष्पादन के पश्चात् यह पाया जाता है कि आवंटन या पट्टा विलेख विधि की दुरभिसंधि या उसके उल्लंघन में कपटपूर्ण दस्तावेज के आधार पर दुर्व्यपदेशन द्वारा अभिप्राप्त किया गया है या आवंटन या पट्टा विलेख के निबंधनों और शर्तों का अतिक्रमण किया गया है तो नगर निकाय उक्त भूखण्ड पर उसके किसी सन्निर्माण सहित उसे प्रतिसंहत करेगा जो सभी प्रभारों से रहित नगर निकाय में निहित समझो जायेंगे, 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/शिङ्गलूल्ड 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।

For Pink City Heights Pvt. Ltd.


Director



सचिव

नगर विकास न्यास

भिवाड़ी (अलवर)


उप पंजीयक, भिवाड़ी

19/11/2010



जयपाल सिंह (मु० वि० ला० नं० 193/05)

भिवाडी जिला अलवर (राज०)

रजि० नं० 7449 दिनांक 27.03.2014

नाम मै० पिंग सिटी हाईट प्रा० लि०

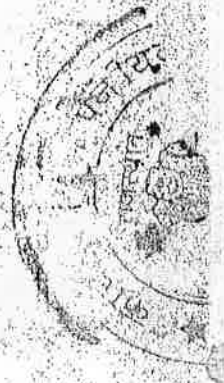
निवासी/पता बी-27 पुष्पांजली इन्क्लेव नई दिल्ली

जिला नई दिल्ली वास्ते लिज डीड

जर्ये नदीन

ह० स्टाम्प खरीददार

जयपाल
ह० स्टाम्प सेलर
जयपाल सिंह
(मु० वि० ला० नं० 193/05)



हस्ताक्षर

फोटो

अंगूठा

उक्त श्री/श्रीमती/सुश्री (Executant)
1-PINK CITY HEIGHTS PVT. LTD. THU AJAY
SINGAL/R.K. SINGAL
Age:45, Caste-MAHAJAN
Occ.-BUSINESS
R/O-B-27 PUSH PANJALI ENCLAVE DELHI

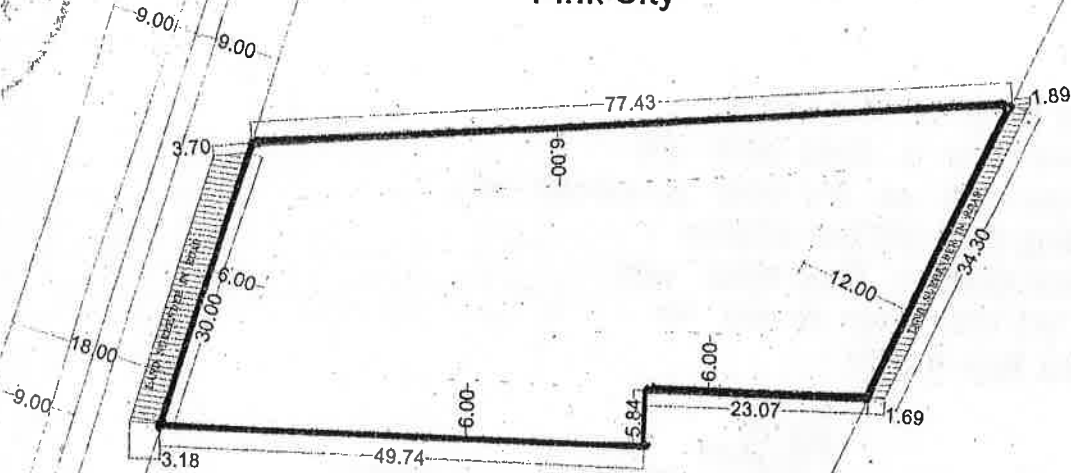
2-UIT BHIWADI/NA
Age:0, Caste-
Occ.-
R/O-BHIWADI

(And Claimant)
1-PINK CITY HEIGHTS PVT. LTD. THU AJAY
SINGAL/R.K. SINGAL
Age:45, Caste-MAHAJAN
Occ.-BUSINESS
R/O-B-27 PUSH PANJALI ENCLAVE DELHI



उप पंजीयक, भिवाडी

**Approved
Commercial Site of
Pink City**



सचिव
28/3/2014

नगर विकास न्यास
भिवाडी (अलवर)

३५ पंजीयक, भिवाडी

SITE PLAN FOR COMMERCIAL

PLOT AREA AS PER REVENUE RECORD	= 2300.00 SQMTR
PLOT AREA AS PER SUPERIMPOSITION SITE	= 2446.54 SQMTR
IRRENDERED IN 18M - 60M WIDE ROAD	= 148.54 SQMTR
REMAINING PLOT AREA = 2409 - 148.54	= 2298.00 SQMTR

NET PLOT AREA = 2298.00 SQMTR

BUILDING PARAMETERS

MINIMUM SET BACKS = 12.0M,9.0M,9.0M,9.0M
MAXIMUM COVERAGE = 35 %
STANDARD FAR = 1.33

OTHER BUILDING PARAMETERS SHOULD BE
AS PER GREATER BHIWADI BUILDING BYE LAWS-20

SITE PLAN FOR M/S PINK CITY HEIGHTS PVT. LTD.

AT KH. NO.KHASRA NO. $\frac{810}{534}$ AT VILLAGE - KHANPUR,
TEHSIL - TIJARA, DISTT. ALWAR (RAJASTHAN)



J.E.N.
U.I.T. BHIWADI U

ATP

PATWARI

TEHSILDAR

224
AEN

XEN

STP

SECTV

SCALE:-
CM=13M

URBAN IMPROVEMENT TRUST, BHIWADI

आज दिनांक 02/04/2014 को
पुस्तक संख्या 1 जिल्द संख्या 433
में पृष्ठ संख्या 97 क्रम संख्या 2014001297 पर
पंजिबद्ध किया गया तथा अतिरिक्त
पुस्तक संख्या 1 जिल्द संख्या 1478
के पृष्ठ संख्या 565 से 574 पर
चस्पा किया गया।

(2014002453) उप पंजीयक, BHIWADI
(Lease deed for local bodies (Patta))





राजस्थान RAJASTHAN

राजस्थान टाउनशिप पोलिसी
2010 में जारी 1

कार्यालय नगर विकास न्यास भिवाड़ी
पट्टा विलेख



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

यह विलेख आज वर्ष 2013 के माह जून के 12 वे दिन नगर सुधार भिवाड़ी (जिन्हें इसके बाद नगर निकाय कहकर संबोधित किया गया है) प्रथम पक्ष एवं मैसर्स पिक हाईट्स प्रा0 लि0, जरिये अधिकृत हस्ताक्षरकर्ता श्री अजय सिंहल पुत्र स्व0 श्री आर.के. सिंहल, प कार्यालय बी-27 पुष्पांजली एनक्लेव पितमपुरा नई दिल्ली (जिनको इसके बाद लीजधारक संबोधित गया है) द्वितीय पक्ष तथा इस इबारत में जहां कहीं प्रसंग से वैसा अर्थ निकले, उनके उत्तराधिकारी, नि प्रबंधक, प्रतिनिधि और मुत्तकिल अलैह भी सम्मिलित होंगे) के मध्य निष्पादित हुआ है।

यह विलेख साक्षात्कृत करता है कि प्रीमियम तथा विकास शुल्क की रकम जो लीज (पट्टाधारक) के द्वारा अदा कर दी गई है और जिसकी रसीद नगर निकाय के द्वारा स्वीकार कर ली और इसमें उल्लेखित शर्तों और करारों जो लीजधारक द्वारा निष्पादित तथा पालन किये जायेंगे, के ए नगर निकाय इनके द्वारा लीजधारक को जमीन का वह तमाम भूखण्ड (जिसे इसके बाद उक्त भूखण्ड संबोधित किया गया है) प्रदान और लीज करती है जो योजना, व्यावसायिक राजस्व ग्राम खानपुर तिजारा के खसरा संख्या 827/533 कुल किता 01 कुल रकबा 3525 वर्ग मी0 उपरांत /अनुमोदित साईट प्लान के अनुसार क्षेत्रफल 3296.13 वर्गमीटर में और जो अपनी सीमा क्षेत्रफल के साथ इसके अन्तर्गत लिखे गये परिशिष्ट में अधिक पूर्णरूपेण वर्णित है तथा जिसका विशेष रूप से इससे संलग्न नक्शे में लाल रंग में दिखाया गया है, और जिसे पूर्ण स्वामित्व संबंधी सहित किन्तु निम्नलिखित तमाम व प्रत्येक अपवादों, संरक्षणों, प्रतिबंधों, बंधनों, शर्तों और करारों के खरीददार अपने उपयोग, उपभोग और इस्तेमाल के लिए अपने अधिकार में रखेगा, अर्थात :-

साधिव
नगर विकास न्यास
भिवाड़ी (अलवर)

उप पंजीयक, भिवाड़ी

For PINK CITY HEIGHTS PVT. LTD.

Authorised Signatory



जयपाल सिंह (मु० वि० ला० नं० 193/05)

भिवाडी जिला अलवर (राज०)

रजि० नं० 4118 दिनांक 08.11.2013

नाम मै० पीकशिटी हाईटश ग्रा० लि०

निवासी/पता बी-27 पुष्पांजली इन्क्लेव प्रियमपुरा नई दिल्ली

जिला नई दिल्ली वास्ते लिज डीड

जर्ये मनोज

ह० खरीददार

Memo J. Kumar

ह० स्टोरी सिलर

जयपाल सिंह

(मु० वि० ला० नं० 193/05)





राजस्थान RAJASTHAN

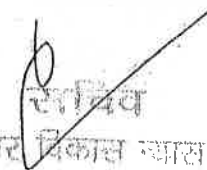
राजस्थान टाउनशिप पोलिसी
2010 के तहत जारी

V 674

2

- लीजधारक नगर निकाय के कार्यालय में या ऐसे स्थान पर जिसे नगर निकाय समय-समय हेतु नियत कर दें, प्रत्येक वर्ष अप्रैल के प्रथम दिन उक्त भूखण्ड के संबंध में उक्त नियमों 20 के उप-नियम (1) के अन्तर्गत निर्धारित किये गये नगरीय निर्धारण (शहरी जमाबन्दी या किराया) के तौर पर रुपये 11,826.5/- / - अंकेन एक लाख अठ्ठास हजार दो सौ पचास मात्र एक बारीय नगरीय निर्धारण (शहरी जमाबन्दी या भूमि का किराया) का 6 गुणा जमा करा दिया गया है। नगरीय निर्धारण की राशि के फलस्वरूप लीजधारक ने उक्त वर्णित नगरीय निर्धारण की राशि के आठ गुणा के बराबर राशि रु. 8,271.56/- अंकेन आठ लाख सत्तर हजार दो सौ पचास मात्र रसीद संख्या 428/26 दिनांक 14-8-13 जमा करवा दिये है। अतः इस कोई राशि जमा करानी शेष नहीं है।
- एक बार नियत किया गया नगरीय निर्धारण या भूमि का किराया प्रत्येक 15 वर्ष के पश्च विक्रय या दान या अन्यथा द्वारा ऐसे अन्तरण पर भी पुनरीक्षण का दायी होगा और ऐसी वृद्धि अवसर पर ऐसे पुनरीक्षण या यथास्थिति, अन्तरण के समय नगरीय निर्धारण या भूमि के किराये प्रतिशत होगी।

For PINK CITY HEIGHTS PVT. LTD.


राजस्थान
नगर विकास खास
भिवाड़ी (अलवर)


उप पंजीयक, भिवाड़ी


Authorized Signatory

जयपाल सिंह (मु० वि० ला० नं० 193/05)
भिवाडी जिला अलवर (राज०)

रजि० नं० 4118 दिनांक 08.11.2013

नाम मे० पीकशिटी हाईटस प्रो० लि०

निवासी/पता बी-27 पुष्पांजली इन्क्लेव पितम्पुरा नई दिल्ली
आज दिनांक 9 माह January सन् 2014 को 12:47 बजे
श्री/श्रीमती/सुश्री AJAY SINGAL पुत्र/पुत्री/पत्नी श्री R.K. SINGAL
उम्र 45 वर्ष, जाति MAHARAJA
निवासी B-27 PUSHPANJALI ENCLAVE PITAMPURA NEW DELHI
ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।
जय भवाज

हस्ताक्षर प्रस्तुतकर्ता
(2014000164)

(Lease deed for local bodies (Patta))

ह० खरीददार

हस्ताक्षर उप पंजीयक, BHIWADI

ह० स्टाम्प सेलर
जयपाल सिंह
(मु० वि० ला० नं० 193/05)

रसीद नं० 2014000158 दिनांक 09/01/2014
पंजीयन शुल्क रू० 50000/-
प्रतिलिपि शुल्क रू० 300/-
पृष्ठांकन शुल्क रू० 0/-
अन्य शुल्क रू० 27310/-
कमी स्टाम्प शुल्क रू० 272550/-
कुल योग रू० 350160/-

(2014000164) उप पंजीयक, BHIWADI
(Lease deed for local bodies (Patta))

धारा 54 के तहत प्रमाण-पत्र
प्रमाणित किया जाता है कि इस विक्रय पत्र
की मालियत रूपये 5461001
मानते हुए इस पर देय कमी मुद्रांक
राशि 272550 पर कमी पंजीयन शुल्क
रूपये 50000 कुल रूपये 350160
जरिये रसीद संख्या 2014000158 दिनांक 09/01/2014
में जमा किये गये हैं।
अतः दस्तावेज को रूपये 273050
के मुद्रांकों पर निष्पादित माना जाता है।

(2014000164) उप पंजीयक, BHIWADI
(Lease deed for local bodies (Patta))



राजस्थान RAJASTHAN

राजस्थान टाउनशिप पोलिसी
2010 के तहत जारी
3

V 6748

3. पट्टे की अवधि :- पट्टाधृति अधिकार 99 वर्ष के लिए होंगे।
4. उक्त भूखण्ड का उपयोग आवासीय प्रयोजन, जिसके लिए नगर निकाय द्वारा उक्त नियम अन्तर्गत अनुमति दी गयी है, के लिए किया जाएगा और इसी प्रयोजन के उपयोग हेतु इस भूखण्ड भवन का निर्माण किया जायेगा।
5. इस पट्टा विलेख की तारीख से 7 वर्ष, या ऐसी अतिरिक्त अवधि के भीतर जो नियम-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 नियम अन्तर्विष्ट निबंधन और शर्तों और अन्य उपबंध, यथावश्यक परिवर्तन सहित, अन्तरिती या उप-पट्टे पर इस प्रकार लागू होंगे मानो प्रश्नगत उक्त भूखण्ड नगर निकाय द्वारा दिया गया है या अ किया गया है। लीजधारक द्वारा उप-पट्टे की कालावधि स्वयं द्वारा अवधारित की जायेगी किन्तु भी दशा में मूल पट्टे की कालावधि से अधिक नहीं होगी। उप-पट्टे उक्त नियमों में विहित अन्य निबंधनों और शर्तों या किन्हीं पृथक् आदेशों द्वारा, जो राज्य सरकार द्वारा समय-समय पर निमित्त विनिर्दिष्ट मामलों में जारी किये जायें, शासित होंगे।
7. उक्त भूखण्ड के अन्तरण के मामले में, अन्तरिती के पक्ष में नाम में अन्तरण के लिए नगर निभावाडी को आवेदन के साथ रजिस्ट्रीकृत विक्रय विलेख, दान विलेख, या वसीयत या अन्य दस्तावेज प्रस्तुत किये जायेंगे। प्रत्येक अन्तरण के लिए आवेदन के साथ दस रुपये प्रति वर्गमीटर दर से अन्तरण फीस निक्षिप्त की जायेगी : परन्तु लीजधारक की मृत्यु के मामलों में इस नियम अधीन कोई फीस प्रभारित नहीं की जायेगी।
8. उक्त नियमों के अधीन किसी व्यक्ति के प्रति परादेय प्रीमियम या नगरीय निर्धारण या आन्तरिक/बाह्य विकास प्रभारों का कोई बकाया राजस्थान भू-राजस्व अधिनियम, 1956 के भू-राजस्व की बकाया के रूप में लीजधारक से वसूलीय होगा।

For PINK CITY HEIGHTS PVT. LTD.

उप पंजीयन भिवाडी

Authorised Signatory



जयपाल सिंह (मु० वि० ला० नं० 193/05)
गिवाड़ी जिला अलवर (राज०)

रजि० नं० ५११८ दिनांक 08.11.2013

नाम में पीकसिटी हाईटसे प्रा० लि०

निवासी/पता बी-27 पुष्पांजली इन्क्लेव प्रितमपुरा नई दिल्ली

जिला नई दिल्ली वास्ते लिज डीड

जय मनोज

ह० खरीददार
Manoj Kumar

जयपाल सिंह

ह० स्टाम्प सेलर
(मु० वि० ला० नं० 193/05)

हस्ताक्षर

फोटो

अंगू

उक्त श्री/श्रीमती/सुश्री (Executant)
1-PINK CITY HEIGHTS PVT.LTD. THU AJAY
SINGAL/R.K. SINGAL
Age:45, Caste-MAHAJAN
Occ.-BUSINESS
R/O-B-27 PUSHPANJALI ENCLAVE PITAMPURA NEW
DELHI

2-UIT BHIWADI/NA
Age:0, Caste-
Occ.-
R/O-BHIWADI

(And Claimant)
1-PINK CITY HEIGHTS PVT.LTD. THU AJAY
SINGAL/R.K. SINGAL
Age:45, Caste-MAHAJAN
Occ.-BUSINESS
R/O-B-27 PUSHPANJALI ENCLAVE PITAMPURA NEW
DELHI

ने लेख्यपत्र Lease deed for local bodies (Patta)
को पढ़ सुन व समझकर निष्पादन करना स्वीकार किया।
प्रतिफल राशी रू० 5461001/- पूर्व में/मेरे
समक्ष/मे से रू० 5461001/-पूर्व में
यमेरे समक्ष प्राप्त करना स्वीकार किया।

उक्त निष्पादन कर्ता की पहचान

1. श्री/श्रीमती/सुश्री OM PRAKASH
पुत्र/पुत्री/पत्नी श्री DHARAM SINGH उम्र 34 वर्ष
जाति JAT व्यवसाय SERVICE
निवासी VILL. DHAKIA TEH. REWARI

महाराष्ट्र



राजस्थान RAJASTHAN

राजस्थान टाउनशिप पोलिसी
2010 के तहत जारी 4

V 674

9. यदि आवंटन या पट्टा विलेख के निष्पादन के पश्चात् यह पाया जाता है कि आवंटन या विलेख विधि की 'दुरभिसंधि' या उसके उल्लंघन में कपटपूर्ण दस्तावेज के आधार पर दुर्यपदेश अभिप्राप्त किया गया है या आवंटन या पट्टा विलेख के निबंधनों और शर्तों का अतिक्रमण किए हैं तो नगर निकाय उक्त भूखण्ड पर उसके किसी सन्निर्माण सहित उसे प्रतिसंहत करेगा जो प्रभारों से रहित नगर निकाय में निहित समझे जायेंगे, और नगर निकाय किसी भी व्यक्ति को किसी भी प्रकार की नुकसानी के लिए दायी नहीं होगा।
10. इस पट्टा विलेख के आधार पर उक्त भूखण्ड को सरकार/जीवन बीमा निगम/शि बैंक/सरकार ऋणदात्री संस्था/एच.डी.एफ.सी अथवा नेशनल बैंक द्वारा अधिकृत ऋणदात्री सं के पास भवन निर्माण हेतु ऋण के लिए बंधक रखा जा सकेगा।

For PINK CITY HEIGHTS PVT. LTD.

Authorised Signatory

सचिव
नगर विकास न्यास
मिवाड़ी (अलवर)

उप पंजीयक, मिवाड़ी



भियाडी जिला अलवर (राज0)



रजि० नं० ५११४ दिनांक ०८.११.२०१३

नाम मै० पीकशिटी हाईटस प्रा० लि०

निवासी / पता बी-२७ पुष्पांजली इन्क्लेव प्रियमपुरा नई दिल्ली

जिला नई दिल्ली वास्ते लिज डीड

जर्ये मनोज

ह० खरीददार
Manoj Kumar

ह० स्टाम्प सेलर
जयपाल सिंह
(मु० वि० ला० नं० १९३/०५)

हस्ताक्षर फोटो अंगूठा

की है जिनके

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

॥

(2014000164) उप पंजीयक, BHIWADI
(Lease deed for local bodies (Patta))

आज दिनांक ०९/०१/२०१४ को

पुस्तक संख्या १ जिल्द संख्या ४२७
में पृष्ठ संख्या १०३ क्रम संख्या २०१४०००१०३ पर
पंजीबद्ध किया गया तथा अतिरिक्त
पुस्तक संख्या १ जिल्द संख्या १४५५
के पृष्ठ संख्या १७ से २६ पर
चस्पा किया गया।

॥

(2014000164) उप पंजीयक, BHIWADI
(Lease deed for local bodies (Patta))

एक सौ रुपये

Rs. 100

रु० 100

ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

स्थान RAJASTHAN

राजस्थान टाउनशिप पोलिसी
2010 के तहत जारी

V 674871

परिशिष्ट

करवे का नाम : भिवाडी

राजस्व ग्राम : खानपुर तह0 तिजारा के खसरा संख्या 827/533

सीमा पूर्व पिक हाईट्स प्रा0 लि0, सीमा पश्चिम अन्य खातेदारों की भूमि सीमा उत्तर एस.एच 25, सीमा दक्षिण 18 मी0 ग्रामीण सडक एवं पि सिटी हाईट्स की भूमि साईट प्लान संलग्न है।

योजना का नाम : व्यावसायिक

विस्तृत नाप सहित क्षेत्रफल 3296.81 वर्गमीटर

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

नगरीय निकाय की ओर से आज सन् 2013 के माह 12 वें दिन

प्रथम पक्ष

द्वितीय पक्ष

For PINK CITY HEIGHTS PVT. LTD.

सिवाजी

नगर विकास प्राधिकरण, भिवाडी

भिवाडी (अलवर)

मैसर्स पिक सिटी हाईट्स प्रा0 लि0

जरिये अधिकृत हस्ताक्षरकर्ता Signatory

श्री अजय सिंहल पुत्र स्व0 श्री आर.के. सिंहल

पंजीकृत कार्यालय बी-27 पुष्पांजली एनक्लेव पितमपुरा नई दिल्ली

ने निम्न की उपस्थिति

में (भिवाडी) में हस्ताक्षर किये -

साक्षी :-

1. नाम श्री. नरसिंह पुत्र श्री. नरसिंह साक्षी श्री. नरसिंह
व्यवसाय नौकरी निवास स्थान हावड़ा रोड, हाकिम नि0 रेनडी (हिरन)
2. नाम श्री. नरसिंह पुत्र श्री. नरसिंह साक्षी श्री. नरसिंह
व्यवसाय नौकरी निवास स्थान हावड़ा रोड, हाकिम नि0 रेनडी (हिरन)
आज सन् 2013 के माह 12 वें दिन को निम्नलिखित की उपस्थिति में उक्त मैसर्स पिक सिटी हाईट्स प्रा0 लि0, जरिये अधिकृत हस्ताक्षरकर्ता श्री अजय सिंहल पुत्र स्व0 श्री आर.के. सिंहल पंजीकृत कार्यालय बी-27 पुष्पांजली एनक्लेव पितमपुरा नई दिल्ली द्वारा - द्वितीय पक्ष

लीजधारक द्वारा कार्यालय उप पंजीयक में हस्ताक्षर किये गये।

साक्षी :-

1. नाम पुत्र साक्षी
व्यवसाय निवास स्थान
2. नाम पुत्र साक्षी
व्यवसाय निवास स्थान

उप पंजीयक, भिवाडी

जयपाल सिंह (मु० वि० ला० नं० 193/05)

भिवाडी जिला अलवर (राज०)

रजि० नं० 4118 दिनांक 08.11.2013

नाम मै० पीकसिटी हाईटस प्रा० लि०

निवासी/पता बी-27 पुष्पांजली इन्क्लेव प्रियमपुर नई दिल्ली

जिला नई दिल्ली वास्ते लिज डीड

जर्र्ये मंगोज

ह० खरीददार

Manoj Kumar

ह० स्टाम्प सेलर

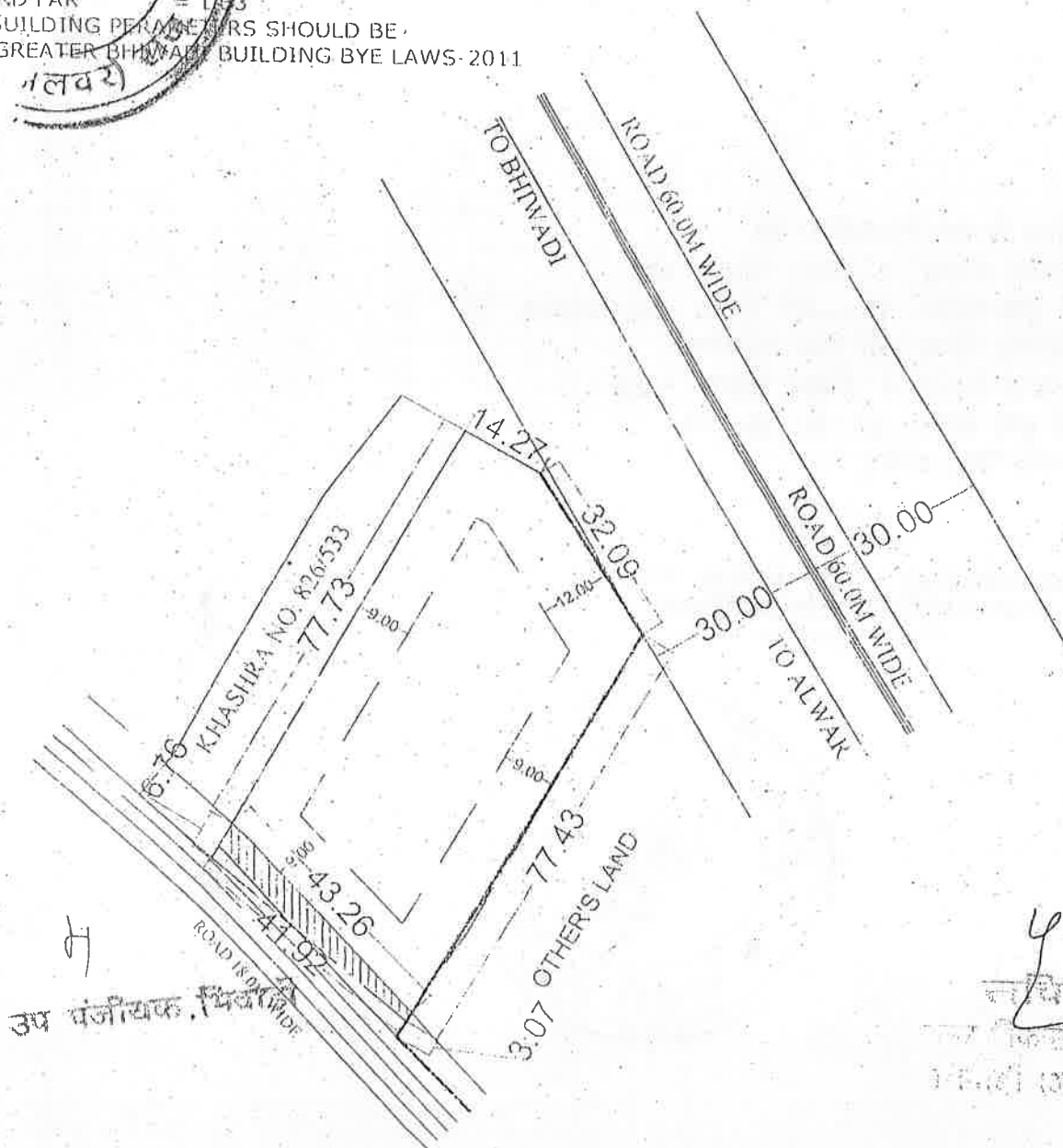
जयपाल सिंह

(मु० वि० ला० नं० 193/05)

AREA AS PER REVENUE RECORD = 3525.00 SQMTR
 AREA AS PER SUPERIMPOSITION = 3517.94 SQMTR
 RENDERED IN 18M WIDE ROAD = 221.81 SQMTR
 NET PLOT AREA = 3517.94 - 221.81 = 3296.13 SQMTR

BUILDING PARAMETERS
 MINIMUM SET BACKS = 12.0M, 9.0M, 9.0M, 9.0M
 MAXIMUM COVERAGE = 40%
 STANDARD FAR = 1.53
 OTHER BUILDING PARAMETERS SHOULD BE
 AS PER GREATER BHIWADI BUILDING BYE LAWS-2011

मलवरी



उप पंजीयक, भिवड़ी

चरित्र
 राजीव न्यास
 01.03.11 (अनवर)

APPROVED IN LPC MEETING DS. 01.03.11

PROPOSED SITE PLAN FOR **M/S PINK CITY HEIGHTS**
PVT. LTD. AT KH. NO. KHASRA NO. ⁸²⁷/₅₃₃, AT
 VILLAGE - KHANPUR, TEHSIL - TIJARA,
 DISTT. ALWAR (RAJASTHAN)

J.E.N. U.C.T. BHIWADI	A.P. U.C.T. BHIWADI	P.T.W./TENSILER U.C.T. BHIWADI	A.P./T.E.N. U.C.T. BHIWADI	S.P. U.C.T. BHIWADI	S.E.C. U.C.T. BHIWADI

URBAN IMPROVEMENT TRUST, BHIWADI

आज दिनांक 09/01/2014 को

पुस्तक संख्या 1 जिल्द संख्या 427

में पृष्ठ संख्या 103 क्रम संख्या 2014000103 पर

पंजिबद्ध किया गया तथा अतिरिक्त

पुस्तक संख्या 1 जिल्द संख्या 1455

के पृष्ठ संख्या 17 से 26 पर

चस्पा किया गया।

५

(2014000164) उप पंजीयक, BHIWADI
(Lease deed for local bodies (Patta))



3/A

कार्यालय प्राधिकृत अधिकारी, नगर विकास न्यास भिवाडी

प्रकरण संख्या 22/2...वर्ष 2012

मैसर्स पिंग सिटी हाईट्स प्रा० लि० (पूर्व नाम पिंग सिटी बिल्डवैल प्रा० लि०) जरिये अधिकृत हस्ताक्षकर्ता श्री कर्ण सिंह शर्मा पुत्र श्री बाबूलाल रजि० कार्यालय 211, अंसल भवन 16 के.जी. मार्ग नई दिल्ली-110001

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

आदेश

दिनांक 8.2.13.....

मामले के संक्षिप्त तथ्य निम्नानुसार हैं:-

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

तहसील और जिले का नाम	राजस्व ग्राम का नाम	खसरा संख्या	क्षेत्रफल
तिजारा, अलवर	खानपुर	827 / 533	3525 वर्गमीटर
कुल किता 1			3525 वर्गमीटर

2. आवेदक ने आवेदन के साथ नवीनतम प्रमाणित जमाबंदी की प्रति, राजस्व खसरा अनुरेख, सम्यक् रूप से अनुप्रमाणित क्षतिपूर्ति बंधपत्र और शपथपत्र, की-मैप, अभिन्यास योजना, सर्वेक्षण नक्शा मेमोरेण्डम एण्ड आर्टिकल ऑफ एसोसियेशन, कम्पनी का रेजोल्यूशन एवं अन्य सुसंगत दस्तावेज प्रस्तुत किये हैं।
3. यह है कि मैंने आवेदक द्वारा प्रस्तुत आवेदन और दस्तावेजों/कथनों का परीक्षण कर लिया है। मैंने नगर विकास न्यास, भिवाडी तहसीलदार की रिपोर्ट और स्थानीय प्राधिकारी (सचिव नगर विकास न्यास भिवाडी) की सहमति रिपोर्ट का परीक्षण कर लिया है, जिसके अनुसार मास्टर प्लान/सैक्टर प्लान के सड़क मार्गाधिकार में आने वाली भूमि को न्यास को निःशुल्क समर्पित करने का शपथ पत्र प्राप्त कर लिया है। 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 63 और तदधीन बनाये गये नियमों के उपबंधों के अनुसार ऐसी भूमि पर अनुज्ञा प्रदान करने के लिए स्वीकार किया जा सकता है।
4. अतः अब इसके द्वारा आदेश दिया जाता है कि आवेदित 827/533 ग्राम खानपुर तहसील तिजारा कुल किता 01 रकबा 3525 वर्गमीटर में स्थित भूमि पर आवेदक के अभिधृति अधिकारों को उक्त भूमि का व्यावसायिक प्रयोजन के लिए उपयोग करने

हेतु निर्वासित किया जायेगा और इस आदेश की तारीख से उक्त भूमि को, उक्त भूमि का आवेदक अथवा आवेदक द्वारा नामनिर्दिष्ट व्यक्तियों को, उक्त स्थानीय प्राधिकारी पर लागू विधि, नियमों, विनियमों या उप-विधि के अनुसार आवंटन के लिए, स्थानीय प्राधिकारी के व्ययनाधीन रखा गया समझा जायेगा।

आवेदक द्वारा उस भूमि को, जिसके लिए यह अनुज्ञा दी गयी है, यथाविहित प्रीमियम, नगरीय निर्धारण के साथ ही विनिर्दिष्ट अन्य प्रभारों के निक्षेप और सुसंगत विधि के अधीन अभिन्यास योजना के अनुमोदन के पश्चात्, स्थानीय प्राधिकारी द्वारा सम्यक् आवंटन किये जाने के पश्चात् ही गैर-कृषिक प्रयोजन के लिए उपयोग में लिया जायेगा।

इन नियमों के अधीन विहित और स्थानीय प्राधिकारी द्वारा सुसंगत विधि के अनुसार अधिरोपित निबंधनों और शर्तों की आवेदक द्वारा पालना की जायेगी।

यह आदेश अधोहस्ताक्षरकर्ता के हस्ताक्षर और मुहर के अधीन आज दिनांक ...8.2.13..... को पारित किया गया।



प्राधिकृत अधिकारी
नगर विकास न्यास भिवाडी

दिनांक 8.2.13.....

क्रमांक : 311-13/13

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

1. सचिव, नगर विकास न्यास भिवाडी
2. नायब तहसीलदार टपूकडा को उपरोक्त भूमि को स्थानीय प्राधिकारी के नाम नामान्तरण करने और इस आदेश के 7 दिन के भीतर स्थानीय प्राधिकारी और अधोहस्ताक्षरकर्ता को उसकी प्रति भेजने के लिए।
3. मैसर्स पिंग सिटी हाईट्स प्रा0 लि0 (पूर्व नाम पिंग सिटी बिल्डवैल प्रा0 लि0)जरिये अधिकृत हस्ताक्षकर्ता श्री कर्ण सिंह शर्मा पुत्र श्री बाबूलाल रजि0 कार्यालय 211, अंसल भवन 16 के. जी. मार्ग नई दिल्ली-110001

प्राधिकृत अधिकारी
नगर विकास न्यास भिवाडी

राजस्थान सरकार
नगरीय विकास विभाग

क्रमांक:-प.2(4)नविवि/भिवाडी/2017

जयपुर, दिनांक: 25 JUL 2017

सचिव,
नगर विकास न्यास,
भिवाडी।

विषय:- मै0 पिंग सिटी हाईडस प्रा0लि0 जरिये श्री अजय सिंहल पुत्र स्व0 श्री आर.के. सिंहल द्वारा ग्राम खानपुर, तहसील तिजारा के खसरा नंबर 827/533, 810/534 कुल किता 02 कुल रकबा 5594.13 वर्गमीटर का व्यवसायिक परियोजना का पुनर्गठन की स्वीकृति बाबत।

संदर्भ:- आपका पत्र क्रमांक आयोजना/1807/17 दिनांक 15.03.2017 एवं 3714/17 दिनांक 16.06.2017

महोदय,

उपरोक्त विषयान्तर्गत संदर्भित पत्र द्वारा प्रेषित आपके प्रस्ताव के क्रम में राज्य सरकार द्वारा सक्षम स्तर पर लिये गये निर्णयानुसार ग्राम खानपुर, तहसील तिजारा के खसरा नंबर 827/533 क्षेत्रफल 3296.13 वर्गमीटर एवं खसरा नंबर 810/534 क्षेत्रफल 2298 वर्गमीटर कुल किता 02 कुल रकबा 5594.13 वर्गमीटर का भवन विनियमानुसार सैटबैक निर्धारित करने की शर्त पर व्यवसायिक परियोजनार्थ पुनर्गठन किये जाने की स्वीकृति एतद्वारा प्रदान की जाती है।

राज्यपाल की आज्ञा से,


(अर्जुन राम चौधरी)
संयुक्त शासन सचिव-द्वितीय

7

SECRET
NO. 100-100000

100-100000

TO: [illegible] FROM: [illegible]

DATE: [illegible]
SUBJECT: [illegible]

[illegible text block]

100-100000

[illegible text block]

100-100000

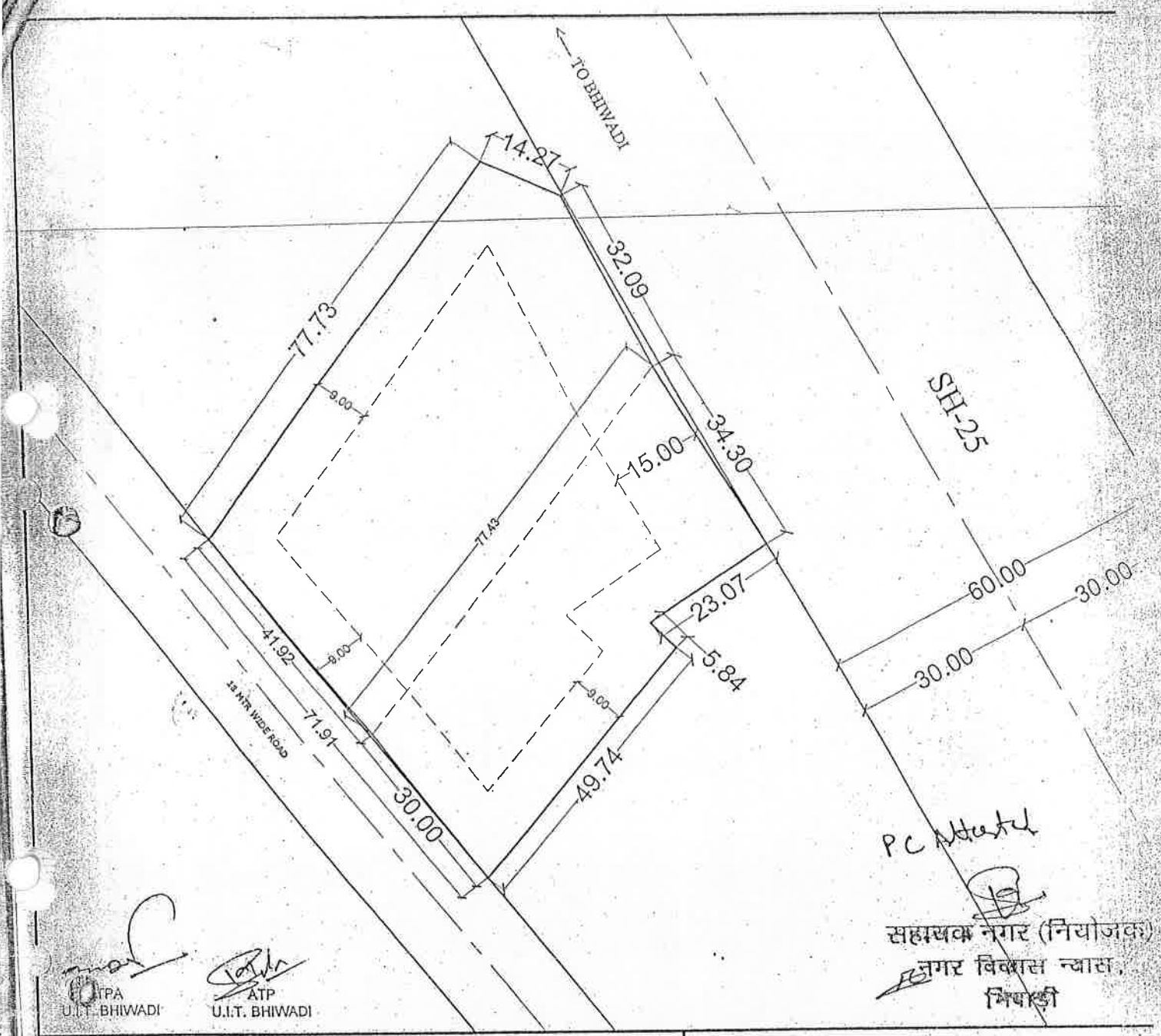
100-100000

100-100000

[illegible text block]

100-100000

1



PLOT FOR COMMERCIAL
1. PLOT AREA OF PLOT 1 = 3296.13 SQM
(KH. 827)
2. PLOT AREA OF PLOT 2 = 2298.00 SQM
(KH. 819)
3. RECONSTITUTED PLOT AREA = 5594.13 SQM
6. NET PLOT AREA = 5594.13 SQM.

HEIGHT & ALL BUILDING PARAMETERS SHOULD BE AS PER GREATER BHIWADI BUILDING BYE LAWS-2013.

BUILDING PARAMETERS

MINIMUM SET BACKS = 15.0M, 9.0M, 9.0M, 9.0M
MAXIMUM COVERAGE = 35 %
STANDARD FAR = 1.33
OTHER BUILDING PARAMETERS SHOULD BE AS PER GREATER BHIWADI BUILDING BYE LAWS-20



PROPOSED **COMMERCIAL**
SITE PLAN AT KHASRA NO. 837 810
533 534
VILLAGE - KHANPUR, TEH. TIJARA, DISTT. ALWAR.(RAJ.)

1

1

1

कार्यालय नगर विकास न्यास भिवाडी

क्रमांक 6820/17

दिनांक 31/10/17

मै0 पिक सिटी हाईड्स प्रा0 लि0
बी-27, पुष्पांजलि एनक्लेव
पीतमपुरा नई दिल्ली

विषय:- मै0 पिक सिटी हाईड्स प्रा0 लि0 जरिये श्री अजय सिंहल पुत्र स्व0 श्री आर.के. सिंहल
द्वारा ग्राम खानपुर तह0 तिजारा के खसरा नं0 827/533, 810/534 कुल किता 02
कुल रकबा 5594.13 वर्ग मी0 का व्यवसायिक प्रयोजनार्थ पुनर्गठन बाबत।

सन्दर्भ:- आपका आवेदन पत्र दिनांक 12.05.2016

उपरोक्त विषयान्तर्गत लेख है कि ग्राम खानपुर तह0 तिजारा के खसरा नं0 827/533
क्षेत्रफल 3296.13 वर्ग मी0 व खसरा नं0 810/534 क्षेत्रफल 2298.00 वर्ग मी0 कुल किता 02
रकबा 5594.13 वर्ग मी0 का ले-आउट प्लान समिति की बैठक दिनांक 23.11.2016 के निर्णय
एवं राज्य सरकार की स्वीकृति पत्र क्रमांक प.2(4)नविवि/भिवाडी/2017 दिनांक 25.07.2017 के
द्वारा प्रदत्त पुनर्गठन की स्वीकृति के क्रम में दोनो भूखण्डो को पुनर्गठित किया जाता है।

समस्त शर्ते टाउनशिप पॉलिसी 2010 के अनुसार ही रहेगी।
संलग्न:- पुनर्गठित साईट प्लान।



सचिव

नगर विकास न्यास भिवाडी



राजस्थान RAJASTHAN

E 791772

JOINT DEVELOPMENT AGREEMENT

This **JOINT DEVELOPMENT AGREEMENT** ("Agreement") is made at Gurgaon, on this 8th day of November, 2017;

BY AND BETWEEN

1. **M/s Pink City Heights Private Ltd. (Formerly Known as M/s Pink City Buildwell Pvt Ltd.)** a Company incorporated under The Companies Act 1956 having its registered office at B-27, Pushpanjali Enclave, Pitampura, New Delhi-110034 and Corporate office at 9th Floor, SAS Tower, Near Medicity, Sector 38, Gurugram, Haryana- 122002, represented through its Director Mr. Ajay Singal duly authorized vide Board Resolution dated 04th September, 2017 passed in his favour (hereinafter referred to as the "**Land Owner(s)**") which expression shall mean and include their respective legal heirs, successors, representatives, executors, administrators, nominees and permitted assigns), being party of the **FIRST PART**;

AND

2. **M/s R-Tech Infrastructure Pvt. Ltd.**, a company registered under The Companies Act 1956 and having its registered office at Building No. 80, 2nd Floor, sector-44, Gurgaon represented through its Authorized Signatory Mr. Jai Prakash Srivastava, DGM-Legal vide Board Resolution dated 27th October, 2017 passed in his favour (hereinafter referred to as "**Developer**", which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors-in-interest, representatives, executors, administrators, nominees, permitted assigns), being party of the **SECOND PART**.

For Pink City Heights Pvt. Ltd.

Landowner Director

For R-Tech Infrastructure Private Limited

Developer
Authorized Signatory

Unless repugnant to the context or meaning thereof, the terms "**Land Owner (s)**" and "**Developer**" are hereinafter collectively referred to as the "**Parties**" and individually referred to as such or as "**Party**".

RECITALS;

WHEREAS:

I. The Land Owner(s) have represented to the Developer that:

- A. The Patta (Lease Deed) dated 12 November 2013 for kh. No. 827/533 measuring 3296.13 sq. Mtr., has been executed in favour of M/s Pink City Heights Pvt Ltd. By Urban Improvement Trust Bhiwadi and the same is duly registered with Sub-Registrar, Bhiwadi, on 09 January 2014 and recorded in Book No. 1 Jild No. 427 on Page no. 103 at Serial No. 2014000103 and in Additional Book no. 1 Jild No. 1455 and pasted on page no. 17 to 26.
- B. The Patta (Lease Deed) dated 29 March 2014 for kh. No. 810/534, measuring 2298 smt. has been executed in favour of M/s Pink City Heights Pvt Ltd. By Urban Improvement Trust Bhiwadi And the same is duly registered with Sub-Registrar Bhiwadi on 02 April 2014 and recorded in Book No. 1 Jild No. 433 on Page no. 97 at Serial No. 2014001297 and in Additional Book no. 1 Jild No. 1478 and pasted on page no. 565 to 574.
- C. That by virtue of both Patta (Lease) executed in favour of the Land Owner(s) the land owner is the lawful Owner and in possession of all piece and parcel of land containing Kh.No. 827/533 admeasuring 3296.13 Sq. Mtr. and Kh. No. 810/534 admeasuring 2298 sq. Mtr. totalling 5594.13 sq. mtr. situated in revenue Village-Khanpur, Tehsil- Tijara Distt. Alwar (hereinafter referred to as the "Project land").
- D. Site plan of reconstituted plot has been approved by UIT, Bhiwadi vide letter no. 6820/17 dated. 31.10.2017 and annexed herewith as **Annexure-A**
- E. The Developer is in the business of real-estate development and has , infrastructure and experience for development of real estate project The Developer hereto intend to construct and develop a commercial complex on the Project Land (hereinafter referred to as the "**Project**") at its own costs and expenses, and the Land Owner has agreed to assign the rights for development, construction and implementation of the Project, on the Project Land to the Developer along with other rights and entitlements and subject to the terms and conditions agreed hereinafter.
- F. The Land Owner and the Developer have decided to collaborate for the development of a Commercial Project, on the project land.
- G. The Land Owner has agreed to grant all the Development Rights (as defined hereinafter) for the development of the Project exclusively to the Developer. It is hereby clarified that the grant of the Development Rights (as defined hereinafter) to the Developer shall not be treated / construed as transfer of title of the Project Land to the Developer, under **Section 53A**, of the Transfer of Property Act, 1882 (herein "**TP Act**"), or under any other provision of the TP Act.
- H. 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 a commercial project and there is no legal bar for development and construction of a commercial project. Therefore, the Land Owner is capable and competent to enter into a development agreement in respect of the Project Land with the Developer.
- I. The purpose of this Agreement envisages development, construction and Completion of the Project, (i.e. a commercial complex on the Project Land) by the Developer, and to market, sell and hand-over of Units to the Prospective Buyer(s), in accordance with the terms of this Agreement, and as per Applicable Laws.

For Pink City Heights Pvt. Ltd.


Landowner Director

For R-Tech Infrastructure Private Limited


Developer Signatory

- J. Land owner, in consideration of land owner's share receivable pursuant to this Agreement and subject to the Developer fulfilling its obligations under this Agreement, hereby assigns, grants and transfers in favour of the Developer, exclusive Development Rights, interest and entitlements for undertaking development, construction and implementation of the Project on the Project Land and to market, book, allot, sell, lease, license and/or transfer saleable areas in the Project.

NOW THIS DEVELOPMENT AGREEMENT WITNESSTH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

I) DEFINITIONS : In this Agreement the following words and expressions shall have the following meanings:

- (i) **"Applicable Laws"** shall mean provisions, legally binding directives, building Byelaws, its Rules and Regulations, notifications, policies etc. or any other Rules, Acts which are presently in force or which may be formulated, modified, amended and implemented by the Competent Authorities in Rajasthan during the subsistence of this Agreement and applicable to the Project including but not limited to Real Estate Regulation Act, 2016 and Rajasthan RERA Rules 2017 formed thereunder, Rajasthan, Land laws, building bye-laws, municipal laws, Planning norms etc.
- (ii) **"Approvals"** means all permissions, authorisations, no-objection certificates, consents, approvals, exemptions, rulings, clearances, permits, sanctions, licenses, obtained and/ or required to be obtained and procured from any Governmental Authority, under and in accordance with the Applicable Law, in connection with the performance of this Agreement and for the development and construction of the Project, which shall, wherever applicable, include:
 - (i) Clearance from Fire Department;
 - (ii) Permission for amenities like roads, water, electricity and STP provision;
 - (iii) Part occupation or completion certificate; and
 - (iv) Any other permission, approval, clearance, sanction, permit etc. that may be required in compliance with any Applicable Law, from time to time, for development, construction and Completion of the Project.
- (iii) **"Common Areas"** mean and include common passages, and other open and covered space(s) and facilities (including water storage and pumping facilities and electric sub-stations and back-up structures and facilities), areas such as lobbies, corridors, staircases, lift room, ducts, sanitary ducts, electrical ducts, machine rooms, roads, all such amenities, terrace areas, parking areas and whatsoever required for the establishment, enjoyment, provision, and maintenance of the entire Project and is common to the entire Project and other common areas as defined in the Rajasthan Real Estate (Regulation and Development) Rules, 2017, but excluding the (i) facilities or any of them which have not been specifically otherwise dealt with in this Agreement, and (ii) other segregations of common areas (including limited common areas and facilities separately transferable / saleable in accordance with applicable Laws), as specified in the layout and building plans of the Project.
- (iv) **"Development Rights"** mean all rights, interest and entitlements with respect to the implementation, designing, development and construction of the Project, the right to sell Units, and the right, authority and license:
 - (a) to enter the Project Land with full, free, unhindered, unrestricted and unobstructed rights,;
 - (b) upon execution of this agreement the developer shall have unrestricted, vacant and peaceful access of the Project Land for undertaking, implementing and developing the Project and to enjoy all benefits there from permitted by this Agreement;
 - (c) to implement, design, construct and develop the Project on the Project Land as per Sanctioned Plans and carry out all other necessary and ancillary activities in relation thereto;

For Pink City Heights Pvt. Ltd.

Landowner

Director

For R-Tech Infrastructure Private Limited

Developer Signatory

- (d) to develop the Project Land for the purposes of the Project, including, construction of buildings, structures and other constructions in terms of the Sanctioned Plans as approved by the concerned statutory authorities for the commercial Project based on the maximum FAR (Floor Area Ratio) warranted and along with all internal and external services, amenities, facilities, including but not limited to areas available for common enjoyment, and development of Project Land including construction, common area lighting, STP provisions, and other conveniences, development of internal and peripheral areas and infrastructural facilities for the Project;
 - (e) to be the sole and exclusive developer of the Project with the right to take all decisions relating to, in connection with, and in regard to construction, development, implementation of project management and development, landscaping of the Project, with intimation to Land Owner;
 - (f) to undertake marketing and branding of the Project as contemplated in this Agreement;
 - (g) to appoint contractors and/ or sub-contractors and service providers in relation to implementation of the Project, subject to Applicable Law;
 - (h) sell/lease/transfer the Units constructed on the Project Land subject to the terms of this Agreement;
 - (i) To provide facilities, water facilities, sewage disposal facilities, install electricity lines, DG of suitable capacity;
 - (j) to develop the Project Land and facilities constructed upon the Project Land during the implementation of the Project;
 - (k) to enjoy all rights, privileges and benefits to the Units, in the Project, including the right to generate appropriate revenue out of the sale of the Units; and
 - (l) to undertake such other activities as may be required for the development of the commercial Project on the Project Land, as may be mutually agreed in writing by the Parties.
- (v) **"Encumbrance"** shall mean (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of any obligation of any Person, including without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable Law; (ii) any voting agreement, interest, option, right of first offer, refusal or transfer restriction in favour of any Person; (iii) any claims (including any claim under the Hindu Succession Act, 1956, adverse claim as to title, possession or use or relating to tenancy rights), award, interest, disputes, notices, demands, orders, judgments, gift, exchange, previous sale, notifications, any designation of loss payees or beneficiaries or any similar arrangement under or with respect to any insurance policy;
- (vi) **"Force Majeure"** shall mean a case of war, flood, drought, fire, cyclone, earthquake or any other natural calamity caused by the nature affecting the regular development of the project.
- (vii) **"Gross Revenue"** shall mean all the receivables from booking and sale of Saleable Areas in the Project, by way of advances, down payment, part payment, instalment, that is to be shared by the Parties as per terms of this Agreement, including but not limited to the following:
- a) Basic sale price of Saleable Area / unit in the Project (including commercial areas and other saleable areas);
 - b) Preferential Location Charges for Saleable Areas / units;
 - c) 50% of amount received from occupants / buyers / transferees for providing power back up in the various commercial blocks / units;
 - d) Revenue / amounts receivable from signage / advertisement spaces, community facilities in the Project and various other activities incidental thereto during construction as well as post Completion of the Project; and
 - e) Any other amounts (including interest/holding charges) / money receivable from the Prospective Buyer(s)/allottees/transferees in the Project, by whatever named called, including but not limited to amounts receivable in accordance with price

For Pink City Heights Pvt. Ltd.

Landowner

Director

For R-Tech Infrastructure Private Limited

Developer
Authorised Signatory

list and other Taxes, charges, fees, dues, etc., of any nature whatsoever.

However, following amount received shall not form part of the gross revenue and shall not be shared between the parties

- a) Any taxes including GST, cess received from Purchaser/Allottee(s) of Unit in the Project and any other such applicable taxes in relation to the Project that are to be deposited to Competent Authority;
- b) Actual Brokerage Charges (not exceeding 7% of Gross Revenue)
- c) Electric Connection and Meter Installation Charges and
- d) IFMS.

(viii) **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a Person under applicable Law;

(ix) **"Saleable Area"** shall mean such super built-up area of the Project which will be sold in commercial complex, including but not limited to office spaces, retail area, shops, food court, kiosks etc., forming part of the Project.

(x) **"Unit(s)"** means a part of the Project, intended to be used for office spaces, retail area, shops, food court, kiosks, hyper stores and for any other commercial purposes, as the case may be, along with indivisible proportionate share in the commercial real estate project and proportionate share in the Common Areas and Common Facilities with all the fittings and fixtures, as per specification agreed herein, in respect of which occupation certificate/completion certificate shall be granted by the UIT, Bhiwadi or any competent Authority, in due course of time, as mentioned herein, for use by the Prospective Buyer(s)/allottee(s)/owner(s) of such unit(s) with limited common areas, for use by the Prospective Buyer(s)/owner(s) of particular unit, as the case may be.

(xi) **Unless the context of this Agreement otherwise requires:**

- (a) Words of any gender are deemed to include those of the other gender;
- (b) Words using the singular or plural number also include the plural or singular number, respectively;
- (c) The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case may be;
- (d) The term "Clause" refers to the specified Clause of this Agreement;
- (e) Reference to the word "include" shall be construed without limitation;
- (f) The Schedules/Annexure hereto shall constitute an integral part of this Agreement;
- (g) The recitals hereto shall constitute an integral part of this agreement;
- (h) If any provision in Clause (I)(i) is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement; and
- (i) Reference to a document, instrument or agreement (including, without limitation, this Agreement) is a reference to any such document, instrument or agreement as modified, amended, varied, supplemented or innovated from time to time in accordance with the provisions; and
- (j) Where any act is prohibited by the terms of this Agreement, none of the Parties will knowingly permit or omit to do anything, which will allow that act to be done.
- (k) Where any notice, consent, approval, permission or certificate is required to be given by any party to this Agreement such notice, consent, approval, permission or certificate must be in writing.

For R-Tech Infrastructure Private Limited

For Pink City Heights Pvt. Ltd.

Landowner **Director**

Authorized Signatory

Developer

II) PERMISSION AND APPROVALS:

- a. The Developer shall be responsible for obtaining all the permissions, approvals and sanctions for the development of project from all the concerned department including Urban Improvement Trust (UIT) Bhiwadi, central, state and local bodies. However, the Land Owner shall co-operate and provide necessary assistance to the Developer, in obtaining the necessary permissions, approvals and sanctions. , for development and construction of the Project.
- b. The Developer shall have right to prepare Building Plan from its Architect or any modification thereof, as may be required, in respect of the commercial Project, as the Developer may deem fit , at its discretion. The Land Owner shall sign the building plans and revisions or modification thereof, and any other documents, as may be required for the construction, development of the Project.
- c. All charges, fees, cost and expenses in respect of all the approvals, permissions and sanctions required for development of the project, shall be borne and paid by the developer.
- d. Subject to Approvals / Applicable Laws and in terms of provision of this Agreement, the Developer shall use its best endeavor, to ensure that maximum Saleable area is constructed in the commercial Project on the basis of permissible FAR granted by UIT, Bhiwadi or any other Competent Authorities.
- e. In case any additional FAR is required to be purchased for the better viability of the Project, then it will be purchased under prevailing laws and shall be utilized maximum by developer. The charges for purchasable FAR or any other charges shall be borne and paid by Developer .The Developer shall be entitled to construct and develop additional area in the Project which is within permissible compoundable limits and accordingly Gross Revenue on account of the same, shall also be shared, in the agreed ratio as mentioned in this Agreement.

III) REPRESENTATIONS, ASSURANCES AND WARRANTIES:

- i. The Land Owner hereby represents, assures and warrants to the Developer that the Project Land is free from all Encumbrance's, claims, litigation, attachment, notice of requisition or acquisition and/or any other liability or liabilities. The Land Owner have also assured the Developer that they have clear and valid title and complete authority to execute this Development Agreement in respect of the Project Land and no third party has any right to raise any objection/interference in respect of the same
- ii. The developer shall not assign the rights derived out of this JDA, to any third party.
- iii. The Land Owner hereby agree to keep the title of the Project Land clear and marketable up to, during and after the complete implementation of this Agreement.
- iv. The Parties agree that they shall take all necessary actions and steps required to give effect to the intent and transactions contemplated under this Agreement and without prejudice to the generality of the aforesaid, they shall:
 - (a) Execute all necessary documents, deeds, agreements, consents and approvals that may be required for the purpose of transactions contemplated under this Agreement; and/or
 - (b) Pass all necessary resolutions and procure all relevant approvals and consents as may be required, to give effect to the transactions contemplated under this Agreement.

For Pink City Heights Pvt. Ltd.

Landowner

Director

For R-Tech Infrastructure Private Limited

Authorised Signatory
Developer

- v. The parties agree that Brokerage Share, on actual basis, shall be deducted from both parties, on the agreed gross revenue share ratio.

IV) THE DEVELOPER AND THE LAND OWNER ACKNOWLEDGE AND AGREE THAT:

- i. The Developer shall be responsible for constructing and developing the Project from its resources and at its own cost or expense unless otherwise contemplated in this Agreement.
- ii. In case additional F.A.R. is available on the Project Land, in that event the Parties will mutually decide the modalities on utilization of such additional F.A.R. and charges for such purchasable FAR and Betterment levy, shall be borne by developer.
- iii. The Developer shall adhere to sanctioned building plans and all other rules and regulations of the UIT, Bhiwadi or any relevant Governmental Authority (State, Central & Local) for the development of the Project, provided that the Developer shall be entitled to make alterations/ adjustments to the extent permissible under applicable Laws.
- iv. The Land Owner shall extend necessary co-operation to the Developer and do all such acts and deeds as may be required for completion of all formalities required by all the departments concerning the commercial development of the Project Land for purposes of the commercial Project.
- v. The Land Owner and/or the Developer shall not do or cause to be done or have any right to do any act or deed which has the effect of interrupting the progress or completion of the development of the commercial Project.
- vi. Provided that the Developer does not commit any act or deed (legally or technically) which in any way adversely affects the construction/development or sale of the Project and does not commit any default or breach of the clauses as mentioned in **Clause XV (Termination Clause)**, The Land Owner shall not do or cause to be done or have any right to do any act or deed which adversely affects the development of Project or renders the Developer incapable of performing its obligations under this Agreement. The Land Owner have provided self- attested photo copies of all title documents, approval and permission of the Project Land. The Land Owner undertakes that whenever the Original title documents of the Project Land are required, in the execution of the Project including for seeking any permission/approval for the Project, the Land Owner shall promptly co-operate and shall produce the same before the concerned authority/person or to the Developer, as may be asked and desired by the Developer.
- vii. The prospective buyer(s) shall also be entitled to avail loan facility by way of creating security interest in the units/commercial spaces agreed to be purchased in the said commercial project, by such prospective buyer(s).
- viii. The sale price and other charges in respect of sale of units/commercial spaces in the Project shall be decided by the Developer, with mutual discussions with land owner & land owner shall always be kept informed of any changes in the sale price & other charges.
- ix. The Developer shall provide all the data and details in respect to bookings/allotments/sale of saleable area on weekly basis, and shall provide any additional information required by the Land Owner, as and when sought.
- x. In the event any defect is found in title of the Land Owners with respect to the Project Land or any part thereof, then the same shall be rectified / corrected and made good by the Land Owner at its own cost and expenses. Further, in the event any claim, demand, cost, expense, damage, liability etc., is imposed on or caused to or suffered by the Developer due to defect or otherwise in connection with the title of Land Owner, in respect of the Project Land / Project / any part thereof, then the Land Owner, shall be solely responsible for all such claims, demands, liabilities etc., and shall keep the Developer indemnified in this regard.
- xi. Unless otherwise required under this Agreement, the Land Owner shall not alienate, create any Encumbrance or otherwise transfer or deal with or create any third party right in the Project / Project Land / part thereof and at all times be

For Pink City Heights Pvt. Ltd.


Landowner

Director

For R-Tech Infrastructure Private Limited


Developer Signatory

responsible to keep the title of the Project Land clear and in marketable condition, and free from any Encumbrance of any kind whatsoever.

xii. In addition to the representations and warranties of the Developer provided elsewhere in this Agreement, the Developer hereby represents and warrants as follows:

i. The Developer shall arrange the requisite resources from its own sources to construct and develop the Project as per the terms and conditions agreed in this Agreement and shall not avail any construction finance loan for the development of the project.

ii. The Developer shall not commit any breach of Applicable Laws of RERA Act & Rajasthan RERA Rules, as in force, in relation to the development and construction of the commercial Project and shall comply with, the provisions of the said Act and Rules and carry out all notices, orders, requisitions of any government, local, statutory or other competent authority under any Applicable Laws.

iii. The developer shall bear the penalty imposed under Rajasthan RERA Rules, 2017 and any claim of the customers with respect to the development of the project. If any financial loss is caused to the land owner due to above reasons, the developer shall compensate the land owner for the same. If for any alleged violation of RERA provisions, the construction of the project is withheld, then such period of delay shall not be considered as Force Majeure, in calculating the time period granted, for completion of Commercial Project.

xiii. The Developer shall have the right to determine the name, logo, mark, brand name, design etc., of the commercial Project at its sole discretion. However, the Parties have agreed that initially, the Branding, Sign Boards, Brochures, Leaflets, Design and promotion of commercial project shall be done in the name of R-Tech Group only and after 06 Months or 50% Booking of Units or Sale in the Project, whichever is earlier, the branding and promotion shall be co-branded, and the name/logo of **Avalon** shall be printed on the top at the left side along with the name/logo of Developer and shall be printed on the top at the right side of all advertising / promotion materials including brochures, pamphlets, signboards etc. All marketing and advertising materials, Brochures, etc. shall be subject to the co-branding terms as mutually agreed hereinabove, by land owner and Developer from time to time.

xiv. The Developer shall be exclusively entitled to draw up the marketing and promotion scheme in respect of the commercial Project at its sole discretion and as deem fit and all brand promotion, marketing, advertisements, booking, allotment and sale of saleable areas in the Project shall be carried out by Developer in the manner as Developer deems fit and appropriate. The Developer shall be responsible for preparing all marketing schemes, advertising campaigns, promotional materials in respect of the Project, including but not limited to brochures, pamphlets, advertisements through electronic media, print media and all other means in compliance with Applicable Laws including RERA Act and co-branding terms agreed herein. The land Owner shall not be responsible or liable for the same in any manner, including but not limited to for any veracity in advertisements, wrong / misleading information / discreption etc.

xv. **Arrangement Regarding Setback as marked in enclosed Map A1**

(a) The Developer undertakes to design the Project and obtain all permission and Approvals for the Project in such a manner that no parking is constructed and allotted on the set back area on the North West of the plot, of 10 mtr. width from the boundary line of the plot. This area shall always be available for ingress and egress of the general public.

(b) All documents, agreement, etc. executed with the Prospective Buyer(s) / transferees shall clearly mention that the prospective buyers / transferees

For Pink City Heights Pvt. Ltd.

Landowner

Director

For R-Tech Infrastructure Private Limited

Developer
Authorized Signatory

shall not create any obstruction / hindrance in any manner in usage of the said setback. The Developer shall also ensure that no parking space etc. is provided / to the Prospective Buyer(s) / customers / visitors etc., on the said Project on land reserved for Setback area.

- (c) The Developer undertakes to design the Project and obtain all permissions and approvals for the Project in such a manner so that no construction is planned/proposed/carried out, on the set back area on the North West of the plot, of 10 mtr. width from the boundary line of the plot, as marked in the enclosed plan as per Annexure A.-1

V) RIGHTS OF DEVELOPER

- (i) The Developer shall be entitled to book, allot, sell, transfer and/or deal with the saleable area, in the Project in favour of the Prospective Buyers/transferees and execute the requisite documents including allotment letter, Agreement for sell/ Space buyer's agreement, letter of intent, Sub-Lease Deed, Conveyance Deed, sale deed, transfer deeds, etc. in respect thereof and receive advances, payments, consideration, security deposits, charges and other receivables in respect thereof, as per terms of this Agreement and Applicable Laws.
- (ii) All applications, registration forms, allotment letters, Space Buyers agreement, or any other documents/deeds of transfer / sale / conveyance/ transfer of saleable area in the Project shall be through a uniform and identical set of documents as prepared and finalized by the Developer. The Developer shall be entitled to sign all such documents on behalf of land owner, also, in the manner it deems fit and proper. The land owner has executed a General Power of Attorney in favour of the developer for seeking approvals, signing of documents on behalf of the Land Owner, however, if required, Land Owner shall sign and provide any such documents.
- (iii) Receiving payments/deposits/considerations in its own name and issue receipt in respect of the saleable area of the allotted/sold in the project.
- (iv) The developer shall share specimen copies of space buyer's agreement, booking application form, allotment letter etc. with the land owner and shall also intimate about any changes made in such documents.

VI) DEVELOPMENT WORK:

- i The Developer shall be entitled to enter on the Project land and to allow other agencies/persons, contractors, workers, to do desired work, upon the Project Land from the date of execution of this Agreement for carrying out the development of the Project upon the Project Land, as per the rules and regulations of the various concerned authorities applicable in the area and as per the building plan of project sanctioned by the authorities concerned. (this permission to developer, however, shall not mean possession under Section- 53A, of the Transfer of Property Act, 1882) The Developer shall be authorised to obtain all the requisite permissions, sanctions, licenses and approvals from various authorities (local, state and central) as may be considered necessary, and charges and fees for the same shall be borne by developer, only. The Land Owner 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 their architect and as may be required by the various authorities concerned, before, during and/or after the development of the Project.
- ii. The Project shall essentially be made uniform as regards with the quality of construction, development and materials used. However, all further decisions relating to execution of the Project including modifications in the plans/specifications as per the requirements of the Law/ authorities/project/market, shall be taken by the Developer in consultation with the Land Owner. The decision of the Developer in respect of the construction and development of the Project shall be final and binding.

For Pink City Heights Pvt. Ltd.

Landowner

Director

For R-Tech Infrastructure Private Limited

Developer
Authorized Signatory

- iii. That the Land owner and developer have negotiated and agreed that a minimum 1,70,000 Sq. ft. Saleable Area/Super Built-up Area, shall be constructed and developed and with maximum FAR obtainable, with two basements, shall be constructed, as per Building Plan approval, by developer. The minimum area of 1,70,000 Sq. ft. salable area /super Built-up area, is the essence of this agreement.
- iv. The Developer shall appoint Architects, engineers, contractors, co-developers, and other staff necessary to develop the Project at its own cost and all liabilities in respect of such architects, engineers, contractors, co-developers and other staff under the provisions of any statute such as labour laws, P.F., E.S.I. workmen compensation etc. shall be exclusively borne by the Developer and shall keep the Land Owner indemnified against the same. The developer shall be responsible for all the civil and criminal liabilities, if any, arising out of the development of this commercial project. The rectification of the same shall be at the cost of developer and his sole responsibility.
- v. Subject to Force Majeure as mentioned above in **clause (I) (vi)** the Developer shall complete the construction of the Project within a period of 42 Months, from the date of sanction of building plans or 01st December, 2017, Whichever is earlier. The period of delay in completion of the Project, on account of Force Majeure and for reasons attributable to Land Owner, shall be excluded from the project completion period of 42 Months. Completion of the project shall mean the date in which the complete construction of the project is completed & the OC/CC has been received for the project .
- vi. In the event of any delay in Completion of Project beyond timelines set out in **Clause (VI) (v)** above, the Developer shall pay to owner, interest (as compensation / damages), as contemplated hereinafter, (i) on land owner's Share in balance gross revenues receivable from sold Saleable Areas, for the period of delay and (ii) on the value equivalent to gross revenues receivable by land owner from the un-booked and un-allotted units Saleable Areas. However, no interest shall be paid on amount already demanded but not paid by customers. The Developer agrees that in respect of un-sold, un-booked / un-allotted units / saleable areas in the Project, the gross revenue receivable will be calculated on the basis of (i) sale price mentioned in the then prevailing sale price list, or (ii) sale price payable by the last Buyer for identical location, whichever is higher.
- vii. The Parties agree herein that the rate of interest as contemplated in **Clause (VI) (v)** shall be for first one (1) year of delay in Completion of Project (i.e. for period between 42 (forty two) to 54 (fifty four) months from dates of sanction of building plans or 01.12.2017 whichever is earlier) an interest @ 15% (Fifteen Percent) per annum shall be payable by the Developer to land owner. However, for delay in Completion beyond 54 (fifty four) months an interest @ 18% (Eighteen Percent) per annum shall be payable by the Developer to land owner for period calculated beyond 54 months. The Developer also agrees that such interest shall be payable to owner on monthly basis for the entire period of delay in Completion (i.e. beyond forty two (42) months from dates of sanction of building plans or 01.12.2017 whichever is earlier). However, in case delay is caused by Force Majeure, the period of 42 and 54 months as mentioned above, shall be extended accordingly.
- viii. The Developer hereby agrees and confirms that in the eventuality that Completion of Project is not achieved within 66 (sixty six) months from dates of sanction of building plans or 01.12.2017 whichever is earlier , then without prejudice to its other rights and entitlements under this Agreement, in law or equity, Owner shall be entitled to terminate this Agreement. The Developer hereby undertakes that simultaneous to the termination of this Agreement, the Developer shall handover the Project and Entire Land along with all constructions, development, materials,

For Pink City Heights Pvt. Ltd.

Landowner

Director

For R-Tech Infrastructure Private Limited

Developer
Authorised Signatory

equipment etc., to land owner and thereafter, the Parties will settle the accounts on mutually agreeable terms.

- ix. It is agreed by the Parties, that in case of termination of this Agreement, the Developer shall continue to be solely liable and responsible to deal with and settle any and all claims, demands, liabilities, dues, charges, proceedings, litigation, etc., of any nature whatsoever, of the Prospective Buyer(s), Governmental Authorities, third parties etc., in respect of the Project including but not limited to delay, non completion etc.
- x. It has been mutually decided by the Parties hereto that the name of the Project shall be "**Capital Arcadia (Bhiwadi)**". The brand name "**Avalon**" of Land Owner shall be placed on right side corner of all the advertisements materials like hoardings, brochures, etc.
- xi. The prospective buyer(s) shall be entitled to avail loan facility by way of creating security interest in the units/spaces purchased by such prospective buyer(s)/allottee(s) in this commercial project.
- xii. The Developer shall be solely responsible for the collection of the applicable taxes, like GST, etc from the prospective purchasers/buyers/allottees vis-à-vis sale/allotment/transfer of saleable areas, and shall be solely responsible for the deposit of the same to the concerned Government department.
- xiii. Payment of GST and other Taxes payable in respect of booking, allotment, sale and transfer of the Saleable Areas in the Project and services provided by the contractors and other service providers to the Developer in respect of development of the Project shall be the responsibility of the Developer.
- xiv. Expenses, salaries, remuneration, insurance etc. for the workmen and officials / contractors / personnel that may be employed / appointed by the Developer for development and implementation of the Project shall be borne and paid by the Developer. The Developer shall also be responsible and liable for (i) providing safety and necessary facilities to its employees, labour and liable for all consequences including cost and other liabilities for any injury to any workers / other person at site; and (ii) observance and compliance of all laws, rules and regulations governing employment / appointment of such workmen/personnel. Further the Developer shall keep the Owner indemnified against any actions/claims/losses/damages that may be brought against/suffered by the Owner in this regard due to acts of the Developer.
- xv. Receiving payments/deposits/considerations in its own name and issue receipt in respect of the saleable area of the allotted / sold in the Project.
- xvi. The Project shall be maintained by the Developer or its Maintenance company until the Maintenance society/association of the buyers of units/commercial spaces, in the Project is formed, in accordance with the applicable law, for the maintenance of the Project. The Developer shall prepare and formulate the structure, bye-laws, rules and regulations of the service company/society/association. However, any decision of Developer in this regard shall be final and binding. On the formation of Maintenance Society/ Owners Association, the maintenance of the project shall be transferred to the Maintenance Society.

VII) RIGHT AND OBLIGATIONS OF LAND OWNER:

In addition to the rights and obligations of the Land Owner provided under the Applicable Laws and elsewhere in this Agreement, the Land Owners shall have the following rights and obligations:

- a. The Land Owner may maintain an office at the site for the purposes of supervision & monitoring of the construction and development. Land Owners and/or its

For Pink City Heights Pvt. Ltd.

Landowner

Director

For R-Tech Infrastructure Private Limited

Developer
Authorized Signatory

authorized representative(s) shall be at liberty and be entitled to visit the construction site.

- b. The Land Owner hereby vest powers and authorities to the Developer or its authorised nominee(s) as may be necessary for development and implementation of the Project and exercise of all rights conferred to the Developer pursuant to this Agreement, including though not limited to;
 - i. Planning and executing the Project, signing all necessary applications, papers, affidavits, undertakings and documents, permissions and approvals, if any, from the Competent Authorities in respect of the Project as may be lawfully required.
- c. All the provisions of the Applicable Laws, RERA Rules, regulations, guidelines and other statutory provisions in relation to the Project Land, Shall be applicable on land owner and developer.
- d. The Land Owner hereby confirm and acknowledge that the **General Power Of Attorney** shall be executed /registered in favour of the Developer / its nominee simultaneous with execution of development Agreement and the Land Owner, undertake to keep POA valid at all times and shall not do any act that may have the effect of cancelling or revoking **General Power of attorney** and/or other documents executed or to be executed or in any manner prejudicing or affecting the power/authority /rights vested in the Developer and its nominees inter-alia, for carrying out all or necessary acts and deeds in the best interest of development of Project, provided that the developer does not commit any act or deed (legally or technically) which in any way adversely affects the construction/development or sale of the Project and default or breach as mentioned in clause XV (Termination Clause). The Land owner have executed and delivered the "Power of Attorney" at the time of signing of this Agreement in favour of the Developer or Nominee of Developer, which will, inter-alia, authorize the Developer:
 - i. To sign, execute, enter into, modify, cancel, terminate, alter, draw, and approve Agreement for sell, Allotment Letter, TPA, PTM, Indemnity in respect of all units/commercial spaces in the Project with such persons and on such terms & conditions as the said attorney/Developer may think fit and proper but subject to the conditions contained in the said Agreement.
 - ii. To determine, negotiate, finalise and modify the terms & conditions of the booking form and Agreement for Sell (Space Buyers Agreement) of the units/commercial spaces, 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 units/commercial spaces in the Project and to initiate and defend any legal proceedings against and by the buyer(s) in the Project,
 - iii. To sell the units and accept any/all advances/monies/consideration or other payments in respect of the units/commercial spaces in the Project, in the project Account.
 - iv. To sign, Agreement for sale/Space Buyers Agreement and tripartite sale deeds for the sale of units/commercial spaces of the Project with each purchaser on behalf of the Land Owner and Developer.
 - v. To present and sign the Agreement for sale of Units, Sale Deed or Conveyance Deed for registration and admit the execution of such documents before the Sub-Registrar, Bhiwadi by Developer and on behalf of Land Owner, also.
 - vi. To accept Gross Revenue i.e. all advances/installments/consideration, interest , holding charges or other payments in respect of all the units/saleable area of the commercial Project, in the Project Account (Escrow Account) and issue receipts for such consideration in the name of Developer and to do all things necessary, in relation thereto.
 - vii. To do all other acts, deeds and things that is incidental or ancillary to or necessary in respect of the above mentioned development of project, in accordance with this Agreement.

For Pink City Heights Pvt. Ltd.

Landowner

Director

For R-Tech Infrastructure Private Limited

Developer Signatory

- Under this agreement
- e. The permission granted to the developer for development of project and POA shall be revoked only, if the developer commits any act or deed which in any way adversely affect the construction/ development of the project and/or make any default or breach as mentioned in **Clause XV (Termination Clause)**.

VIII) ALLOCATION OF GROSS REVENUE

- (i) (a) In consideration of the contribution of owner and Developer for execution of the Project and respective obligations undertaken by land owner and the Developer for construction, development and implementation of the Project under this Agreement, it is mutually agreed between the Parties, that the gross revenue (as defined in Clause-I (vii) herein, in this agreement) shall be shared between the Parties in the proportion mentioned herein below ("Sharing Proportion"):

Land Owner's Share : 39%

Developer's Share : 61%

- (b) The Parties have agreed that out of the Gross Revenue generated from the Project, the Developer shall be entitled to get an amount equivalent to 61% of the Gross Revenue of the Project which is being referred to as "**the Developer's Allocation**" in this Agreement and similarly, the Land Owner shall also be entitled to get an amount equivalent to 39% of the Gross Revenue of the Project which is being referred to as "**Land Owner Allocation**" in this Agreement. For the purpose of this Agreement the term "**Gross Revenue**" as per the **clause (I) (vii)** in this agreement.
- (c) Any amount not forming part of the Gross Revenue shall be kept by the Developers and utilized for the purpose for which it is collected.
- (d) Considering the experience, networking and the marketing resources of the Developer, it has been agreed between the Parties that the Developer shall be entitled to sell units in the Project and all the gross revenue from the sale of all units, in the Project including advance/booking/installments/interest on delayed payments shall be **received in Project Account (Escrow Account)**.
- (e) The Developer shall deal with all Saleable Areas in the Project preferably on sale basis. However, in the event it is decided to give any area on lease, in such a case, the Developer shall discuss the matter with Land Owner. If Land Owner agrees the Land Owner and Developer shall enter into a tripartite agreement with the tenants and all the lease money, advance money received from such tenants shall be shared between land owner and developer in their agreed sharing proportion. In case, Land Owner disagrees with the proposal, in such an event, the Developer shall have the right to purchase the share of Land Owner of such area. The sale price shall be based on the last sale price of area on same location done or the market value which may be mutually agreed between the parties.
- (ii) **Distribution of Gross Revenue:** Upon execution of this Agreement, owner and the Developer shall open a designated Project account ("Escrow Account") with a Scheduled Bank ("Escrow Agent"), wherein all Gross Revenue including receipts and receivables in respect of booking, allotment and sale of Saleable Areas in the Project etc., shall be deposited by the Developer. The Parties shall enter into an escrow agreement with the Escrow Agent for operation and maintenance of the Escrow Account on mutually agreed terms.

For Pink City Heights Pvt. Ltd.

Landowner Director

For R-Tech Infrastructure Private Limited

Authorised Signatory
Developer

(iii) **The Bank/Escrow Agent shall be issued mandate or instruction that:**

- a. 26.79% of the sums / amounts / receivables deposited in the Escrow Account, shall be transferred to Land Owner's account on daily basis.
- b. Balance amount in the Escrow Account shall be transferred to **separate account** ('RERA Account') opened by the Developer in a scheduled bank in compliance of RERA provisions.
- c. The amounts deposited in the Separate Account (RERA Account), shall be utilized by the Developer for payment of remaining share of land owner and for payment of taxes, GST etc, carrying out construction, development, sale & marketing of the Project.
- d. However, deduction shall be made to the extent of 50% of the agreed percentage of brokerage charges i.e., 3.5% (Actual brokerage charges subject to maximum of 7% of Gross Revenue) from the land owner's share payable out of amount from the Separate Account. Balance brokerage charges applicable on land owner's share shall be recovered from the land owner at the time of monthly reconciliation of accounts.
- e. Out of the sum transferred to Separate Account, 9.31% of the sum so transferred shall be paid to the account of the Land Owner and balance 90.69% shall be transferred to the account of Developer for payment of taxes, GST etc, and for carrying out construction, development, sale & marketing of the Project.
- f. The Separate Account (RERA Account) shall be jointly operated by the Developer and Land Owner.
- g. As per agreement, Land Owner is entitled to receive 39% of the Gross Revenue realized from customers. Out of Gross Revenue, actual brokerage subject to maximum of 7% is deductible towards brokerage charges, 3.5% shall be deducted upfront and balance shall be deducted on reconciliation of accounts. Hence the upfront effective share of the Land Owner comes to 37.64% (39% - 3.5% of 39%) equivalent to Rs. 37.64 (37.64% of Rs. 100/- of Gross Revenue). It is assumed that the customers will pay Rs. 112/- (Rs. 100/- towards the Gross Revenue and Rs. 12/- towards GST). Out of the amount realized from customers and deposited into Escrow account, the Land Owner is entitled to receive 26.79% equivalent to Rs. 30/- (26.79% of Rs. 112). Balance amount of Rs. 82/- (i.e., Rs. 112 - Rs. 30 = Rs. 82) lying in Escrow account will be transferred to Separate Account. Out of withdrawals from separate account, Land owner is entitled to receive 9.31% equivalent to Rs. 7.64 (9.31% of Rs. 82). Hence, the total amount received by the Land Owner shall become Rs. 37.64/- (Rs. 30 from Escrow Account and Rs. 7.64 from Separate Account).
- h. The above percentages i.e., 26.79%, 9.31% & 90.69% has been calculated on the basis of present rate of GST of 12% on construction services to customers. In case the GST rate undergoes any change, the ratios shall be recalculated accordingly.

IX) The Developer shall provide the following documents to Land Owner:

- (i) Link to CRM software shall be provided to land owner for accessing the data relating to sale of units. However, in case the land owner requires any other detail, the same shall be provided by the developer. Statement showing sales of Unit undertaken in the Project along with names of the Prospective Buyers & the detailed breakup of the consideration during the preceding quarter;
- (ii) Statement showing amounts received from the Project during the preceding month.
- (iii) Bank statement of the escrow & separate account of the preceding Month.
- (iv) Update on development and construction of the project.
- (v) After every 30 days reconciliation of Input tax credit of GST of preceding month shall be done. In case, the developer transfers any GST input tax credit to the customers, by way of discount, the same shall not be deducted from the gross

For Pink City Heights Pvt. Ltd.

Landowner

Director

For R-Tech Infrastructure Private Limited

Developer
Authorised Signatory

- revenue share of Land Owner.
- (vi) After every 30 days (01 month) accounts will be reconciled and the share of land owner in the Gross Revenues received during immediately preceding 01 (one) month shall be calculated. The reconciliation will be done within a period of 15 (Fifteen) days from the end of such 30 days (01 month) period. In case the amount paid to land owner is less than the owner's share (as arrived on the basis of reconciliation), the differential amounts, if any, towards land owner's Share shall be made by the Developer to land owner within a period of 1 (one) week from the date of reconciliation. Similarly, in the event any excess amount has been paid to land owner, then the differential amounts, if any, towards land owner's Share shall be made by the land owner to Developer within a period of 01 (one) week from the date of reconciliation.
- (vii) **Project Account and Separate Account:**
- The Land Owner & Developer shall, within a period of 45 days from the date of execution of this Agreement, get an Account opened in the name of Developer or as mutually agreed and decided, in this regard, with any Bank, which the Parties may deem fit (Hereinafter referred to as the "**Project Account or Escrow Account**"). *In addition to this, a separate account shall also be opened as per the compliance of RERA provisions (hereinafter referred to as "**Separate Account**")*
 - The entire Gross Revenue of the project shall be deposited into the said **Escrow Account (Project Account)** in the name of Developer Company i.e. **R-Tech Infrastructure Private Limited.**
 - Out of any amount withdrawable from the Separate account, firstly the balance share of land owners in gross revenue shall be paid after adjusting the 50% of the agreed percentage of commission from land owner's share, on weekly basis. Balance amount shall be transferred to the account of Developer.
 - The land Owner and Developer shall operate the Project Account and Separate Account and the reconciliation of shall be done on monthly basis.

XII) TAXES, RATES AND CESS

- That the Land Owner shall bear and pay all taxes, cesses, Lease money, rates, water and electricity bills which have accrued or may accrue in respect of the Project Land up to the date of execution of this Agreement, whether due to Central Government or State Government or any local authority and if, the Developer is required to pay any such taxes, cesses, rates, water and electricity bills, the Land Owner shall reimburse the same to the Developer. Further, all taxes, cesses, Lease money, rates, water and electricity bills which have accrued or may accrue in respect of the Project Land after execution of this agreement, shall be borne by the Developer.
- That the GST (Goods and Service Tax) Tax in respect of the development of the Project, if applicable, shall be paid by the Developer. The Developer shall pay all the taxes duties, rates, cess, fees etc., (including GST or any other levies or charges) applicable to the construction and sale of this Project to the final buyers. However, the Developer can recover taxes and/or all other levies payable to the Government (Central, State or local) in respect of the Project Land/Project including the GST from the buyers of the units in the Project and deposit with the concerned department.
- Each Party shall strictly be responsible for its own Income Tax Liabilities or other direct tax liabilities, if any, and shall keep the other Party thereto indemnified from and against the same at all time.
- The Developer shall be solely responsible to deposit GST and other Taxes collected from the prospective purchasers / buyers / allottees / transferees vis-à-vis sale / allotment / sale / transfer / lease etc, of Saleable Areas in the Project. The developer shall keep land owner indemnified for any loss incurred due to any default in compliance of provision of GST etc.

For Pink City Heights Pvt. Ltd.

Landowner

Director

For R-Tech Infrastructure Private Limited

Authorized Signatory

Developer

XIII) SHARING OF UNSOLD SALEABLE AREA IN THE PROJECT:

- i. Any saleable area in the Project which remain unsold for a period of 1 (One) year from completion certificate and such 'Unsold Area', shall be allocated between Land Owner and Developer, on pro-rata basis, in the agreed Sharing Proportion.
- ii. The Unsold Area shall be allocated /shared floor-wise vertically, horizontally or block-wise on equitable basis including type / area of units, preferential locations, parking, contiguity etc., as may be mutually agreed between Owner and Developer.
- iii. The Land Owner and Developer shall be responsible in respect of their respective Unsold Area allocated to them including liabilities in respect of Taxes, etc.

XIV) HOARDINGS AND SIGNAGE

- i. Immediately from the date of execution of this Agreement, the Developer shall be free to put up the hoardings/boards, bring out brochures and commence the marketing of the proposed Project. The Project shall be marketed under the brand of R-Tech Group of Company and the Developer shall be free to advertise the Project in whatsoever manner the Developer deems fit and necessary, as and when required, at his own cost and expenses. However, the Parties have agreed that initially, the Branding, Sign Boards, Brochures, Leaflets, Design and promotion of commercial project shall be done in the name of R-Tech Group only and after 06 Months or 50% Booking of Units or Sale in the Project, whichever is earlier, the branding and promotion shall be co-branded, and the name/logo of **Avalon** shall be printed on the top at the left side along with the name/logo of Developer and shall be printed on the top at the right side of all advertising / promotion materials including brochures, pamphlets, signboards etc.
- ii. After completion of the Project, any revenue/income generated, if any, by setting up of hoardings and/or advertisements in the common area of the Project or any other incidental revenue from the Project, accruing to developer, the same shall be shared in the ratio of 61% to the Developer and 39% to the Land Owner.

XV) TERMINATION

The termination clause shall be operative between the parties in the following events;

- 1) In case of material breach of any representations and warranties given by the Developer under this Agreement and/or.
- 2) In the event of non-completion of the Project by the Developer within 42 months from dates of sanction of building plans or 01.12.2017, upon execution of Development Agreement, whichever is earlier, except, any reason pertaining to Force Majeure.
- 3) In the event of non-completion of the Project within the stipulated period, the Land Owner shall be entitled to appoint another developer to complete the Project and recover the cost and expenses thereof with the actual interest rate as applicable on the Land Owner for arranging the required funds, from the Developer.
- 4) In the event of default in the payment of land owner's Share. However the default in payment of Land owner's share shall not be considered a default only, in case where the Land owner fails to sign the cheque/instrument for the transfer of gross revenue share of land owner and developer as mentioned in **Clause VII (i) (a)**.

For Pink City Heights Pvt. Ltd.

Landowner Director

For R-Tech Infrastructure Private Limited

Authorized Signatory
Developer

XVI) INDEMNIFICATION

- (i) The Land Owner shall indemnify and keep indemnified the Developer, its directors, officers and employees from and against all claims, damages, notices, suits, legal actions, criminal proceedings, losses (direct, indirect, consequential, loss of profits), cost, expenses (including legal expenses and lawyer's fees), litigation, disputes etc. of any nature that may occur on account of any disputes or defect in respect of title of the Scheduled Land and/or prior agreements/arrangement/understandings with regard to the Scheduled Land and/or part thereof etc and/or breach by the Owner of any other representations, warranties and/or obligations under this Agreement.
- (ii) The Land Owner hereby undertake to keep the Developer indemnified against all actions, suits, costs, proceeding and claims that may arise due to any defect in the title of the Land Owner of the said property and/or any manner concerning the area, title etc.in relation to the said property.
- (iii) The Developer hereby undertake to keep the Land Owner indemnified against all actions, suits, costs, proceedings and claims that may arise on account of noncompliance of ESIC & PF provisions, RERA provisions, Defective construction, any claim from the vendors, contractors, customers , criminal case, civil case, accident on the project site, marketing, branding.

XVII) MISCELLANEOUS

- a. The Developer and the Land Owner 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 or sale or transfer of property between the Developer and the Land Owner or as a joint venture, between the Developer and the Land Owner nor shall the Developer and the Land Owner in any manner constitute an association of persons.
- b. The correspondence between both the parties shall be addressed to the Corporate Office of Land Owner i.e Avalon Group, 9th Floor, SAS Tower, Near Medicity, Sector 38, Gurugram, Haryana- 122002, and Corporate Office of Developer at R-Tech Group, Plot No. 44, Sector-44, Gurgaon, Haryana-122001. If in future, there are any changes in the address as mentioned herein, the either party has to inform to other party, about the change of address, within seven days of such changes, under registered post.
- c. All the terms and conditions of this Agreement shall be applicable to all the legal heirs, legal representatives, directors, agents, attorneys of both the parties.
- d. This Agreement may be amended only by an instrument in writing signed by the parties hereto or by the duly authorized representatives of each of the Parties.
- e. If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision or provisions held to be invalid or unenforceable.
- f. That, it is agreed that Registration of Project under RERA Act 2016 & Real Estate Regulation And Development Rules 2017, shall be borne and paid by Developer only.
- g. This development agreement and the POA shall be registered within 30 days from the date of execution of the agreement and the cost of stamp duty and registration charges of this Agreement shall be borne by the Developer.

XVIII) Dispute Resolution

- a. 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 breach,

For Pink City Heights Pvt. Ltd.

Landowner

Director

For R-Tech Infrastructure Private Limited

Developer
Authorized Signatory

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 negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the Parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto ("**Arbitration Act**"). Each of the Parties shall appoint an arbitrator within thirty (30) days of the receipt by a Party of the other Party's request to initiate arbitration. The two (2) arbitrators so appointed shall then jointly appoint a third arbitrator within fifteen (15) days of the date of appointment of the second arbitrator, such third arbitrator shall act as the chairman of the tribunal. The arbitrators not appointed within the time limit set forth in this Clause shall be appointed in accordance with the Arbitration Act. The decision of the arbitrators shall be final and binding upon the Parties. The venue of arbitration proceedings shall be Gurgaon or as mutually decided by the parties. The language of the arbitration and the award shall be English. Both the land owner and developer shall appoint an arbitrator of their choice at their own cost. The arbitrators so appointed shall further appoint an arbitrator, the cost/fees/charges of which shall be borne by the land owner and developer equally.

b. **Jurisdiction:**

This Agreement is subject to the Jurisdiction of District Courts of Alwar and Jaipur bench of Hon'ble Rajasthan High Court.

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

For M/s Pink City Heights Pvt Ltd.

For Pink City Heights Pvt. Ltd.


(Authorized Signatory)
Land Owner

For R-Tech Infrastructure Pvt Ltd.

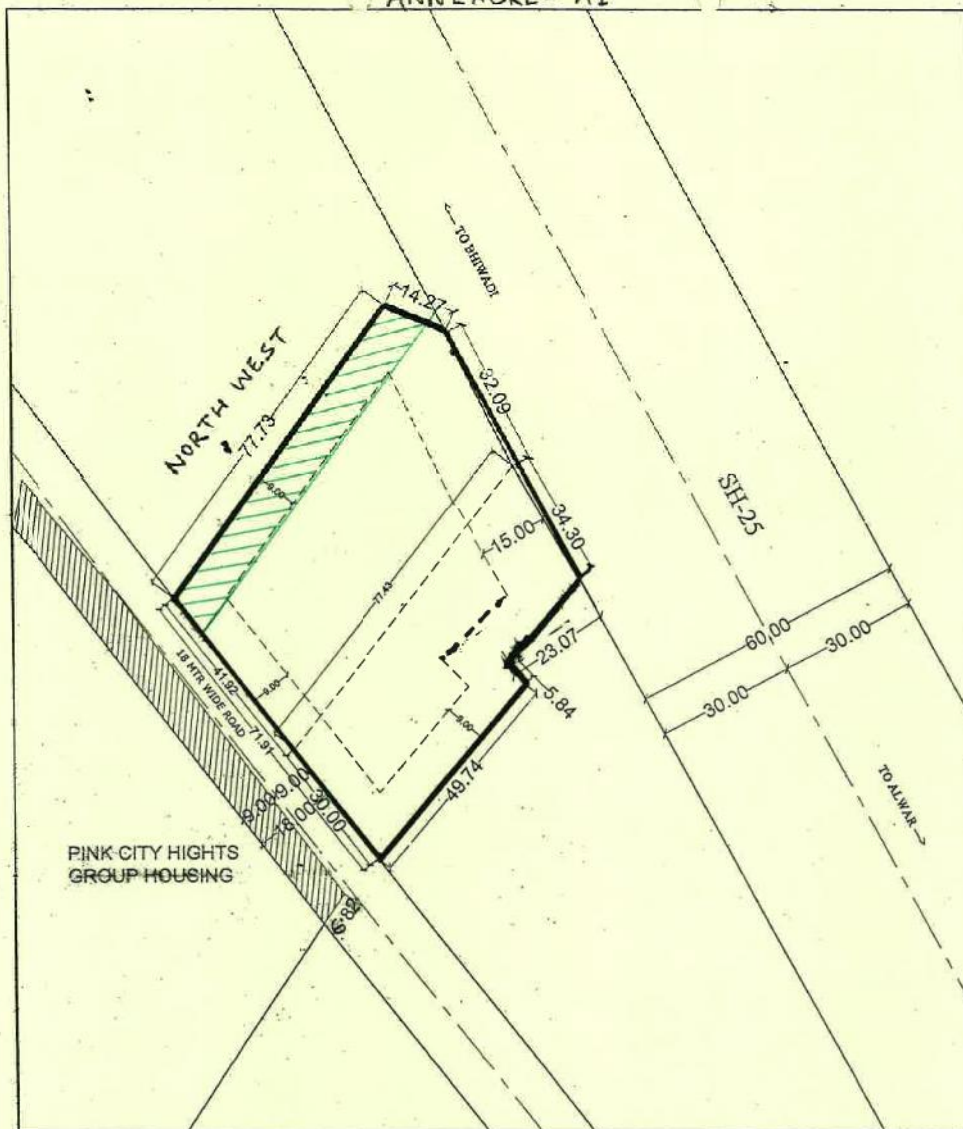
For R-Tech Infrastructure Private Limited


(Authorized Signatory)
(Developer)

WITNESSES:

1. _____
2. _____





- PLOT FOR COMMERCIAL
1. PLOT AREA OF PLOT 1 = 3296.13 SQM (KH. 833)
 2. PLOT AREA OF PLOT 2 = 2298.00 SQM (KH. 834)
 3. RECONSTITUTED PLOT AREA = 5594.13 SQM
 6. NET PLOT AREA = 5594.13 SQM.

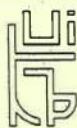
HEIGHT & ALL BUILDING PARAMETERS SHOULD BE AS PER GREATER BHIWADI BUILDING BYE LAWS-2013.

BUILDING PARAMETERS

MINIMUM SET BACKS = 15.0M, 9.0M, 9.0M, 9.0M
 MAXIMUM COVERAGE = 35 %
 STANDARD FAR = 1.33
 OTHER BUILDING PARAMETERS SHOULD BE AS PER GREATER BHIWADI BUILDING BYE LAWS-2013



PROPOSED COMMERCIAL
 SITE PLAN AT KHASRA NO. ~~832~~ 810
 533, 534
 VILLAGE - KHANPUR, TEH. TIJARA, DISTT. ALWAR.(RAJ.)



[Signature]
 JEN
 10.8.17
 U.I.T. BHIWADI

[Signature]
 ATP
 U.I.T. BHIWADI

[Signature]
 KEA
 U.I.T. BHIWADI

[Signature]
 STP
 U.I.T. BHIWADI

[Signature]
 SECRETARY
 U.I.T. BHIWADI

OFFICE OF THE URBAN IMPROVEMENT TRUST, BHIWADI

PRODUCED BY AN AUTODESK EDUCATIONAL PRODUCT

For R-Tech Infrastructure Private Limited

For Pink City Heights Pvt. Ltd.

Director

Authorised Signatory

Schedule-B
Tentative Specifications of the Project
(Common Area & Said Space/Unit)

COMMON AREAS:

Flooring	Combination of Kota Stone with combination Or Ceramic Tiles and/or Hard wearing Floor Material
Walls	Combinations of Cement Plaster with Suitable Paint
Toilets	Marble/Granite/other suitable stones/Ceramic tiles Floor and Taps and Flushing system.
Vertical Circulation	Lifts and Escalator
Shop Front	Shop/Office to be provided with M. S. Rolling Shutter
Exterior	Combination of Exterior Paint or Texture Paint
Power Back-up	100% Power Back-up.

SPACE/UNIT:

Flooring	Bare Concrete Floor/IPS
Walls	Plain Cement Plaster
Power	We provide prepaid dual metering system for main power as well as DG power supply at meter panel board in electrical shaft .From Electrical shaft to shop/office Electrical Cable & Meter in the scope of client, as per load requirement.
Fire Detection	One Set of sprinklers and Fire detection system connected to the common system of the building in conformity to Fire safety norms and smoke extraction system.

For R-Tech Infrastructure Private Limited

Authorised Signatory

NOTE: The specifications mentioned herein are tentative and can be changed at sole discretion of Developer, only.

For Pink City Heights Pvt. Ltd.

Landowner

Director

Developer