

MIP 53

Stamps and Registration Department
OFFICE OF SUB REGISTRAR I
JAIPUR

(Rule 75 & 131)

FEE RECEIPT

Fee Receipt No	2015051000281	Date	07/01/2015
Presenter Name	MANISH SWAMI	Document S. No	2015051000264
Presenter/Property Address	20 RAJENDRA MARG VAISHALI NAGAR JAIPURAS. DIR M/S BLUE HEAVEN BUILDCON. P. LTD.		
Document Type	Agreement of Developer		
Claimant Name	RAVI NARULA	Payment Mode	E-Stamp
Face Value	0	Evaluated Value	11220040
Instrument Number	1107511501501	Instrument Date	7/1/2015
		Stamp Value	478330
		Instrument Amount	50300

Ord- registration fee	50000
csi_more_50000	300
stamp(memorandom)	0
Penalty	0
stamp duty	0
us_25_34	0
us_64_67	0



commssion	0
custody	0
reg(memorandom)	0
us_57	0
Surcharge	0
others	0
Inspection_fee	0
Total :	50300

Fifty Thousand Three Hundred Only

Cashier

उप पंजीयक
 Sub Registrar JAIPUR-I
 जयपुर (प्रथम)



राजस्थान RAJASTHAN

Z 723224



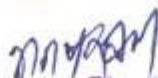
AGREEMENT FOR DEVELOPMENT

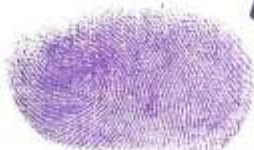
This agreement for development is made on this 5th day of June, 2014 at Jaipur by and between:

1. BLUE HEAVEN BUILDCON PVT. LTD., a company incorporated under the companies Act, 1956 having its registered office at Plot No: 20, Rajendra Nagar, Vaishali Nagar, Jaipur through its director Mr. Manish Swami hereinafter the company is referred to as the "Owner"

Cond....

For Blue Heaven Buildcon Pvt. Ltd


Director



For MASS INFRA PROJECTS


Partner




पंजीयक प्रथम
जीवन एवं मुद्रांक
जयपुर प्रथम

क्र.सं. 2585 दिनांक 5/11/15
स्थान 100/ -
काम Blue Heaven Build Con Pvt Ltd
विषय 8 mile mass. Drive Projects
प्रति जयपुर जेलम.



एकता
मो.नं. 06/11 लाम्प फिलोता
11/1329, मालवीय नगर
जयपुर



their legal heirs, successors, legal representatives, legatees, executors, nominees, etc.)

AND

M/S MASS INFRA PROJECTS, a partnership firm having its office at 110, Unique Sanghi Apartments, Durgapura, Jaipur through its partner Mr. Ravi Narula hereinafter called "**Builder/Developer**" (which term unless repugnant to the context, shall mean and include all their legal heirs, successors, legal representatives, legatees, executors, nominees, etc.)

WHEREAS, the party of the first part is the absolute owner and in the possession of plot no B-15, B-16, B-17, B-18, B-19, B-20, B-21 & B-22 at Airport Enclave, Teelawala, Jagatpura, Jaipur, admeasuring 3275.89 sq. yd. in total as per site plan annexed herewith.

WHEREAS the plot B-15 was initially allotted by JDA though Lease Deed No. 2652 Dated 11-04-2008 to party of the first part/owner. Which was registered in sub registrar office, Jaipur IV at serial no. 2008398003782, book no. 1, volume no. 140 on page no. 191 and additional book no. 1, volume no. 560 at page no 475 to 490 on dated 15-04-2008.

WHEREAS the plot B-16 was initially allotted by JDA though Lease Deed No. 2648 Dated 11-04-2008 to party of the first part/owner. Which was registered in sub registrar office, Jaipur IV at serial no. 2008398003875, book no. 1, volume no. 140 on page no. 194 and additional book no. 1, volume no. 560 at page no 522 to 535 on dated 15-04-2008.

WHEREAS the plot B-17 was initially allotted by JDA though Lease Deed No. 2651 Dated 11-04-2008 to party of the first part/owner. Which was registered in sub registrar office, Jaipur IV at serial no. 2008398003879, book no. 1, volume no. 140 on page no. 198 and additional book no. 1, volume no. 560 at page no 578 to 591 on dated 15-04-2008.

WHEREAS the plot B-18 was initially allotted by JDA though Lease Deed No. 2653 Dated 11-04-2008 to party of the first part/owner. Which was registered in sub registrar office, Jaipur IV at serial no. 2008398003874, book no. 1, volume no. 140 on page no. 193 and additional book no. 1, volume no. 560 at page no 508 to 521 on dated 15-04-2008.

WHEREAS the plot B-19 was initially allotted by JDA though Lease Deed No. 2654 Dated 11-04-2008 to party of the first part/owner. Which was registered in sub registrar office, Jaipur IV at serial no. 2008398003876, book no. 1, volume no. 140 on page no. 195 and additional book no. 1, volume no. 560 at page no 536 to 545 on dated 15-04-2008.

WHEREAS the plot B-20 was initially allotted by JDA though Lease Deed No. 2647 Dated 11-04-2008 to party of the first part/owner. Which was registered in sub registrar office, Jaipur IV at serial no. 2008398003873, book no. 1, volume

Cond....

For Blue Heaven Buildcon Pvt. Ltd

Director

For MASS INFRA PROJECTS

Partner

आज दिनांक 7 माह जनवरी सन् 2015 को 01:10 PM बजे
 श्री/श्रीमती/सुश्री MANISH SWAMI पुत्र/पुत्री/पत्नी श्री SEWA RAM SWAMI
 उम्र 28 वर्ष, जाति SWAMI व्यवसाय BUSINESS
 निवासी 20 RAJENDRA MARG VAISHALI NAGAR JAIPUR AS. DIR M/S BLUE HEAVEN
 BUILDCON. P. LTD.
 मे मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

हस्ताक्षर प्रस्तुतकर्ता
 (2015051000264)
 (Agreement of Developer)

हस्ताक्षर उप पंजीयक,
 JAIPUR-1
 जयपुर-प्रथम

रसीद नं०	[2015051000281]
दिनांक	[7-1-2015]
पंजीयन शुल्क रु०	50000
प्रतिलिपि शुल्क रु०	0
पृष्ठंकन शुल्क रु०	300
अन्य शुल्क रु०	0
कमी रटाम्य शुल्क रु०	0
कुल योग रु०	50300

(2015051000264) उपपंजीयक, JAIPUR-1
 ((Agreement of Developer))
 जयपुर-प्रथम

उक्त श्री/श्रीमती/सुश्री (Executant)
 1-MANISH SWAMI / SEWA RAM SWAMI
 उम्र -28 वर्ष जाति - SWAMI, व्यवसाय -BUSINESS
 निवासी - 20 RAJENDRA MARG VAISHALI NAGAR JAIPUR AS.
 DIR M/S BLUE HEAVEN BUILDCON. P. LTD.

Signature

Photo

Thumb



(And Claimant)

1 -RAVI NARULA / K.C NARULA
 उम्र -44 वर्ष जाति - ARORA व्यवसाय -BUSINESS
 निवासी -C- 147 DAYANAND MARG, TILAK NAGAR, JAIPUR RAJ



मे लेख्यपत्र Agreement of Developer को पढ़ सुन व समझकर
 निष्ठादल करना स्वीकार किया। प्रतिफल राशी रु० _____ पूर्व
 मे/मेरेसमक्ष / मे रों रु० _____ पूर्व में _____ मेरे समक्ष
 प्राप्त करना स्वीकार किया।

उक्त निष्ठादल कर्ता की पहचान

1- श्री/श्रीमती/सुश्री RAMESHWAR MEGHWAL
 पुत्र /पुत्री /पत्नी श्री RAMRATAN MEGHWAL
 उम्र -29 वर्ष जाति-MEGHWAL व्यवसाय -PRIVATE SERVICE
 निवासी PATUNDA ,ANTA BARANH,RAJ

रामेश्वर



2- श्री/श्रीमती/सुश्री ASHA NARULA
 पुत्र /पुत्री /पत्नी श्री K.C NARULA
 उम्र -45 वर्ष जाति-ARORA व्यवसाय -HOUSE WIFE
 निवासी 302- SHRI APARTMENTS ,C- 147- DAYA NAND MARG
 TILAK NAGAR ,JAIPUR

Ashokant



ये की है जिनके समस्त हस्ताक्षर एवं अंगूठा के निशान मेरे समक्ष लिये
 गये हैं।

(2015051000264)
 Agreement of Developer

उप पंजीयक, JAIPUR-1

For MASS INFRA PROJECTS

For Blue Heaven Buildcon Pvt. Lto

Director

Partner



no. 140 on page no. 192 and additional book no. 1, volume no. 560 at page no 491 to 507 on dated 15-04-2008.

WHEREAS the plot B-21 was initially allotted by JDA though Lease Deed No. 2649 Dated 11-04-2008 to party of the first part/owner. Which was registered in sub registrar office, Jaipur IV at serial no. 2008398003878, book no. 1, volume no. 140 on page no. 197 and additional book no. 1, volume no. 560 at page no 561 to 577 on dated 15-04-2008.

WHEREAS the plot B-22 was initially allotted by JDA though Lease Deed No. 2650 Dated 11-04-2008 to party of the first part/owner. Which was registered in sub registrar office, Jaipur IV at serial no. 2008398003877, book no. 1, volume no. 140 on page no. 196 and additional book no. 1, volume no. 560 at page no 546 to 560 on dated 15-04-2008.

Thereafter JDA was reconstitute the above said plots through letter no jda/zone-9/2011/D-4631 dated 10/06/2011

AND WHEREAS the builder/developer is in construction business and plans to construct and develop a multi storied building and for this purpose has approached to the owner and party of the first part for the aforesaid purpose.

AND FURTHER WHEREAS, the owner being desirous of developing the said premises has offered the said plot for development to the builder and the builder has accepted the offer to develop and construct a residential cum commercial complex on the plot of land owned by the owner. The owner in order to develop the said premises is appointing the builder as the exclusive builder for the purpose of undertaking the development of the said premises and granting license to the developer to develop and construct a multistoried residential cum commercial complex on the said premises in accordance with the plan as submitted to the owner and to be sanctioned by the concerned authorities for consideration and on the term and conditions hereinafter appearing. The builder is willing to take and do the said job in accordance with the plan and specification and on the terms and conditions specified hereinafter.

On or before the execution of this agreement the said owner has represented and assured builder as follows:-

- (a) That the said premises is free from all encumbrances, charges, liens, attachments, encroachments, trusts, whatsoever or howsoever and it is fully in possession of the owner himself only and he is entitled to deal with the said premises in any manner he likes.
- (b) That except the said owner none other has any right, title, interest, claim or demand whatsoever or howsoever into on upon the said premises and there is no ban for owner to enter into this agreement for commercial exploitation of the said project.
- (c) That there is no notice of acquisition or requisition pending in respect of the said premises.

For Blue Heaven Buildcon Pvt. Ltd


Director

For MASS INFRA PROJECTS

Cond....




Partner

धारा 54 के तहत प्रमाण-पत्र
 प्रमाणित किया जाता है कि इस लेख पत्र
 की मालियत रुपये 11220040
 मानते हुए इस पर देय कमी मुद्रांक
 राशि 0 पर कमी पंजीयन शुल्क रुपये 50000 कुल रुपये 50000 जरिये रसीद सं
 ख्या [2015051000281]
 दिनांक [7-1-2015] में जमा किये गये है।
 अतः दस्तावेज को रुपये 112200
 के मुद्रांकों पर निष्पादित माना जाता है।

(2015051000264) उप पंजीयक, JAIPUR-I
 (Agreement of Developer)

उप पंजीयक
 जयपुर-प्रथम

आज दिनांक 10/2/2015 को
 पुस्तक संख्या 1 जिल्द संख्या 874
 में पृष्ठ संख्या 35 क्रम संख्या 2015051001370 पर
 पंजिबद्ध किया गया तथा अतिरिक्त
 पुस्तक संख्या 1 जिल्द संख्या 3490
 के पृष्ठ संख्या 491 से 505
 पर चरपा किया गया।

(2015051000264)
 Agreement of Developer

उप पंजीयक, JAIPUR-I
 जयपुर-प्रथम



Relying on the aforesaid representations and believing the same to be true and acting on the faith thereof, the builder has agreed to develop the said premises for the consideration and on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH and it is hereby agreed by and between the parties hereto as follows:

1. In this agreement unless otherwise agreed upon the following expression will have the following described meaning.

(a) PREMISS shall mean premises admeasuring 3275.89 sq. yds. (as shown in the annexed map) together with the building and structures situated thereon if any.

(b) PLAN shall mean the plan for the proposed building to be prepared by the architect for submitting to the authorities concerned for construction of new building.

(c) OWNER shall mean **BLUE HEAVEN BUILDCON PVT. LTD.** a company incorporated under the companies Act, 1956 having its registered office at A-201, Kewal Marg, Shiv Nagar, Murlipura, Jaipur and its successor or successors and assignee.

(d) BUILDER shall mean M/S MASS INFRA PROJECTS, a partnership firm having its office at 110, Unique Sanghi Apartments, Durgapura, Jaipur.

(e) NEW BUILDING shall mean the building to be constructed on the said premises in accordance with the plan to be sanctioned by the authorities concerned primarily for residential use.

(f) OWNER'S ALLOCATION shall mean that the 38% of the constructed area in the new building proposed to be constructed together with the proportionate share in the land comprised in the said premises and together with the proportionate share in the common parts and facilities in the said premises finished in all respects as per the specification mentioned in the schedule appearing hereunder.

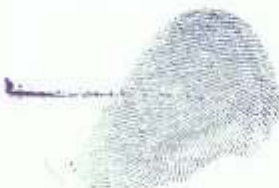
(g) BUILDER ALLOCATION shall mean the 62% of the constructed area in the new building proposed to be constructed together with the proportionate share in the land comprised in the said premises and together with the proportionate share in the common parts and facilities in the said premises finished in all respects as per the specification mentioned in the schedule appearing hereunder

2. THAT this agreement will not be treated as partnership between the parties to this agreement or an agreement to sale of land by the owner to the developer. The developer is given only a right and license to develop the said plot as aforesaid.

Cond....

For Blue Heaven Buildcon Pvt. Ltd

For MASS INFRA PROJECTS


Director


Partner


जय पजीयक
जयपुर-प्रथम

3. THAT this agreement shall be deemed to have commenced w.e.f.
4. THAT the available FAR on the said property is 2.25 and the developer shall be free to construct maximum permissible height and floors as per the approved plans. If any material deviation is done it shall be with the consent of owner. Additional FAR over the above 2.25 will have to be purchased in the TDR from either from JDA/Jaipur Nagar Nigam or from open market as the case may be. The cost of the respective revenue allocation proportion. The revenue from the additional area developed shall also be shared by the owner and the developer in their revenue allocation ratio as specified in this agreement.
5. THAT developer has agreed to pay Rs. 1.00 Crore (Rupees One Crore Only) as security to the owner which would be adjusted at the completion of the project i.e. during the last phase of revenue sharing.
6. THAT the owner and the builder are entitled to an divided share or interest into or upon in the new building as follows:-

OWNER: 38%

BUILDER: 62%

Both owner and builder shall have proportional rights as per their decided shares upon the terrace. If in future with the change in the govt. policies some additional height permission is accrued and additional floors are constructed, those will be shared as per the current proportions.
7. THAT immediately after the execution of this agreement the builder shall proceed with the planning for the new building to be constructed in the said premises and arrange for the survey of the said property appoint architect for preparation of the plan subject or approval of the owner and submit the same to the authorities concerned and obtain sanction and construct building in terms of this agreement and as per the specification as described in the schedule in these present. However within a period of six months from the date of this agreement the builder shall declare his ability or inability to develop the said premises. In case of the declaration of inability this agreement shall be treated as cancelled and the builder shall not be entitled to reimbursement for any expenses made on this project.
8. (i) THAT the developer assures to complete the development of the said construction/complex within 30 months from the date of approval of maps and permissions from nagar nigam/Jaipur development authority or any other statutory body or possession of the said property, whichever is later. The developer shall make all his

Cond....

For Blue Heaven Buildcon Pvt. Ltd

Director

For MASS INFRA PROJECTS

Partner

उप पञायक
जयपुर-प्रथम

sincere efforts to get the complex completed within stipulated time. However, if despite his best efforts he is not able to complete the same in 30 months, then 6 months grace period shall be allowed for completion of the project.

(ii) THAT the developer shall alone be liable for resolution/settlement of any claim under workman compensation act & hazards arising during the construction of the building on the land. The developer will ensure all safety arrangements and precautions as specified in the multistoried building rules as amended from time to time by the concerned govt. agencies and shall be responsible for all problems arising during the construction of the building till completion.

(iii) THAT in case the developer is unable to complete the project within the stipulated period of 30 months and a further grace period of 6 months, the developer shall be liable to pay Rs. 5,00,000/- (Rs. Five Lac Only) per month to the owner as penalty but in case due to some unforeseen circumstances beyond control, court stay or due to circular/order issued by the state govt./local authorities/civil aviation or airport authorities, the development of the said project cannot be completed in stipulated time period then no penalty would be levied on the developer and that period shall be extended by such time as may be mutually agreed upon by the parties to this agreement. For the purpose of this agreement, completion of project means full construction alongwith permanent connection of electricity, water, lift/elevator etc.

(iv) THAT the owner shall not be responsible for any legal action or recourses for delay in handing over the developed premises to the buyer during this delayed period, which shall be continued to be responsibility of the developer.

9. THAT the builder shall be entitled to construct and complete the said building without any interference by the said owner but as per the plan and specification already agreed upon and with full responsibility and the owner shall not be responsible for any incident or accident which may arise in the said premises due to the construction activities.
10. THAT in consideration of builder constructing the said building and the terms and conditions contained in this agreement and the obligation to be fulfilled on the part of the builders, the builder shall get 62% of the constructed space with the proportionate share in the land, common parts and facilities being the builder allocation in the said premises. The allocation of area shall be as per mutual agreement of the parties. On each floor on getting final approval of competent authority, the owner and builder shall then specify the allocable area as per approved site plan.

Cond....

For Blue Heaven Buildcon Pvt. Ltd

Director

For MASS INFRA PROJECTS

Partner

उप पंजीयक
जयपुर-राज्य

11. THAT the builder has further agreed:-

- (a) To incur all costs charges and expenses for planning, sanctioning and construction of the said building.
- (b) To get the said development plan prepared subject to approval of the owner and submit to the Jaipur Development Authority or any other authority within one month from the date hereof.
- (c) To complete the said building within 30 months from the date of owner providing the said promises or sanction of development plan whichever is later.
- (d) To frame rules and regulations regarding the use of the respective allocation of the space of the owner & builder or to form the maintenance association for the ultimate owners of new building.

12. THAT the builder shall be entitled to:-

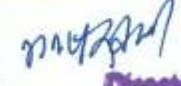
- (a) To construct and complete the said building in terms of this agreement and as per the plant to be sanctioned by the authorities concerned.
- (b) To enjoy, sell, let-out, lease out of the 62% of the constructed area together with the share in the land area wholly or in part at such price he thinks fit and proper to all such person he may desire without any interference from the owner.

13. THAT the owner has further agreed:-

- (a) To sign and execute all necessary plans, papers, undertaking, affidavits, documents and declarations, agreement, deeds which may be required for sanctioning of the plan, construction of the proposed building and also commercial exploitation of the same in terms of the agreement and for entering into agreement for sale and to receive consideration thereof in advance or otherwise as agreed between parties.
- (b) To co-operate with the builder for constructing and completing the building.
- (c) To offer the said premises during the period of construction.
- (d) Not to sell, transfer, alienate or encumber the said premises except his shares of allocation in the proposed new building.
- (e) Not to cause and obstruction or interferences in the construction, erection and completion of the new building on the said premises.
- (f) It has been further agreed that subject to the builder fulfilling the other terms and conditions therein contained, the builder shall be

Cond....

For Blue Heaven Buildcon Pvt. Ltd


Director

For MASS INFRA PROJECTS


Partner

उप पञायक
जयपुर-प्रथम

entitled to construct, erect and complete the proposed building and make over possession of the space to respective purchasers and the owner shall cease to have any right, title or interest in the builder's allocation of space in the building thereon except his share of space.

- (g) To execute a power of attorney in favor of the builder's representative for getting the plan sanction, for construction & commercial exploitation of the said building and for sell of the developer share in the constructed premises.
- (h) To provide all documents as may be required for construction and commercial exploitation of the proposed building.

The Owner shall be entitled:-

- (i) To cancel this agreement and refund any amount advanced to the owner:-
 - (a) In case the builder does not get sanction of the plans within a period of 6 months from the date of agreement.
 - (b) In case the builder carries construction of the building against sanctioned plan.
 - (c) In case of non receipt of security deposit within specified period.

However, the builder shall not be treated in default if the work is delayed due to the reasons amounting to "FORCE MAJEURE" or conditions beyond his control. The owner upon such cancellation, refund such advance amount paid by the builder without any demand or claim of the builder.

- (ii) To deal with or dispose of his share of the constructed building together with share in land area in any manner as he thinks fit.

14. MISCELLANEOUS

- (i) For the purpose of sale and transfer of their respective allocations no further consent of the other party shall be required and this agreement by itself shall be treated as such consent.
- (ii) It shall be responsibility of the builder to construct the maximum possible space within the bye-laws of the authorities concerned for the maximum commercial exploitation of the said property.
- (iii) Any statutory dues, taxes, lease money etc. in respect of said property up to the date this agreement shall be borne by the

Cond....

For Blue Heaven Buildcon Pvt. Ltd

[Signature]
Director

For MASS INFRA PROJECTS

[Signature]
Partner

[Signature]
उप 4जायक
जयपुर-प्रथम

owner. All statutory or other liability pertaining to the said property and all liability towards map approval fee, development fee, architect fee, municipal taxes etc. in respect of period of development shall be paid and borne by developer.

- (iv) The parties have agreed that the name of complex shall be **AIRPORT RESIDENCY** or other name as may be mutually decided by them.

15. ARBITRATION

All dispute and differences arising out of this agreement as regards the construction or interpretation of any of the terms and conditions herein contained or in any way touching or relating to these presents shall be referred to the arbitration person mutually appointed, whose decision and award shall be final, binding and conclusive and a reference to arbitration under these presents shall be deemed to be a reference within the meaning of the arbitration and conciliation act, 1996 or any statutory enactment or modification there under from time to time.

IN WITNESS WHEREOF the parties herein have hereunto set and subscribed their respective hands at Jaipur on the day and year herein above written.



SIGNATURE OF THE OWNER

For Blue Heaven Buildcon Pvt. Ltd

[Signature]
Director

SIGNATURE OF THE DEVELOPER

For MASS INFRA PROJECTS

[Signature]
Partner

WITNESS:

1.

[Signature]
श्रीधर शर्मा
पुस्तक, अका, अका.

2.

[Signature]
Ashu Nandh

W. K. C. Nandh
302, Shri Apartment.

G-47, Dikshya
[Signature]

[Signature]
उप पंजीयक
जयपुर-प्रथम