Revised or updated Title report

Manish-Sharma
Advocate
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Sub : Title Search Report cum opinion of property situated at Village Mahabar, Tehsil & Dist. Barmer

Name of the applicant : **Bheem Singh Sodha S/o Mr. Shaktidan Singh**
Caste Rajput, Resident of Village Bijraad
Tehsil Chauhtan, Dist. Barmer

Sir,

Please refer to your instructions on the captioned matter. In this connection, I submit our report as under :

1. **Details of the property** :

Residential Converted Property, situated at khasara no. 2496/4, 2610/4 Total Area 03.00+16.12 =19.12 Bigha Village Mahabaar Gram Panchayat Mahabaar Tehsil and Dist. Barmer (Hereinafter referred as "the said property")

a.	Khata No.	**747**
b.	Plot No. / S. No. / G. No. / Khasra No.	**2496/4,**
c.	Admeasuring Area	**20.14 Bigha**
d.	Converted Area	**16.12 Bigha = 26871.08 Sq. Mtrs.**
e	Conversion Date	**29/03/2010**
f.	Converted Area	**03.00 Bigha = 4856.22 Sq. Mtrs.**
g.	Conversion Date	**23/03/2012**
h.	Total area (d.+f.)	**19.12 Bigha = 31727.22 Sq. Mtrs.**
i.	Locality / Land mark	**Mahabar**
j.	Village / Town/ City	**Mahabar**
k.	Tehsil	**Barmer**
l.	District	**Barmer**
m	State	**Rajasthan**
n.	Signature Authority	**District collector, Barmer**

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Four Corners of the said property: Khasara no. 2496/4, 2610/4 Total Area 03.00+16.12 =19.12 Bigha Village Mahabaar Gram Panchayat Mahabaar Tehsil and Dist. Barmer

Boundaries

North :	Khasara No. 01
South :	Khasara No. 3/61, 2493/4
East :	Khasara No. 2497/4
West :	Khasara No. 2494/4

2. **Nature of the property** :

i. Whether the proposed property is Freehold or Leasehold ?

Converted land for Residential use.

ii. Whether the proposed property is Residential/Commercial/Mixed usage.

Residential

3. **Details of documents examined**:

1. **Certified copy of Jamabandi** Samwat 2017-2020, Village Mahabaar, Tehsil and District Barmer khata no. 446, khasara no 4, and the khatedar was Magana, Bhagwana, Shriram S/o Bhima Caste Brahman.

2. **Certified copy of mutation no. 439** dated .....- Addition of Legal Heirs, khatedar Magana, Bhagwana, Shriram S/o Bhima Caste Brahman were died there legal heirs Nauratan, Pradeep S/o Kishan Lal, Bharmal, Ladhu Ram, Sampat lal S/o Magana, Hukama & Hanuman S/o Rikhaba Caste Brahman

3. **Certified copy of Jamabandi** samwat 2042-2045, village Mahabaar, Tehsil and District Barmer, khasara no 4, Area 208.14 Bigha - the khatedars were Noratan, Pradeep S/o Kishan Lal Ji, Bhar Mal, Ladhu Ram, Shampat Lal S/o Magana Ji ,& Hukama, Hadumaan, Rikhaba S/o Bhagwana, Caste Brahman R/o Village Mahabar

4. **Certified copy of Sale deed**, executed by Noratan, Pradeep S/o Kishan Lal Ji, Bhar Mal, Ladhu Ram, Shampat Lal S/o Magana Ji caste Brahman R/o Village Mahabar sold the land of his share in Khasara no. 4, situated at village Mahabaar, Tehsil and District Barmer, in favor of Sh. Rana S/o Budha Ram, Hukama S/o Rana JI caste Kumhar R/o Village Mahabar, Sale deed got registered at Sub Registrar Barmer on dated 15/03/1985, detail paste in book No. 01, Jild No. 157, Page No. 58, and Sr. No. 131.

5. **Certified copy of mutation no. 1094** - Sale deed, khasara no 4, and the khatedar was Rana S/o Budha ram, Hukama S/o Rana Caste Kumbhar, Ladhu Ram, Sampat ram S/o Magana, Hukama, Hadumaan, Rikhaba S/o Bhagwana, Caste Brahman

6. **Certified copy of Sale deed**, executed by Ladhu Ram, Shampat Lal S/o Magana Ji caste Brahman R/o Village Mahabar sold the land of his share in Khasara no. 4, situated at village Mahabaar, Tehsil and District Barmer, in favor of Sh. Nathu S/o Budha Ram Karana S/o Nathu Ji, Bhamara S/o Rana ji By Caste Kumhar R/o Village Mahabar, Sale deed got registered at Sub

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Registrar Barmer on dated 15/03/1985, and detail paste in book No. 01, Jild No. 157, Page No. 60, and Sr. No. 133.

7. **Certified copy of mutation no. 1095** -Sale deed, khasara no 4, and the khatedar was Rana S/o Budha ram, Hukama S/o Rana, Nathu S/o Budha Ram, Karna S/o Nathu, Bhamara S/o Rana Caste Kumbhar, Hukama, Hadumaan, Rikhaba S/o Bhagwana, Caste Brahman

8. **Certified copy of Jamabandi** samwat 2047-2051, village Mahabaar, Tehsil and District Barmer, khasara no 4, and the khatedar was Rana S/o Budha ram, Hukama S/o Rana Nathu S/o Budha Ram, Karna S/o Nathu, Bhamara S/o Rana Caste Kumbhar, , Hukama, Hadumaan, Rikhaba S/o Bhagwana, Caste Brahman .

9. **Certified copy of mutation no. 1241** dated 31/08/1994 - addition of Legal Hire, khasara no 4, and the khatedar Hukama S/o Bhagwana was died, his legal heirs were added as new khatedars named Jagdish, Ashok S/o Hukma & Bhuri W/o Hukma.

10. **Certified copy of Jamabandi** samwat 2054-2057, village Mahabaar, Tehsil and District Barmer, khasara no 4, and the khatedar was Rana S/o Budha ram, Hukama S/o Rana Nathu S/o Budha Ram, Amara S/o Rana, Caste Kumhar (1/2 Share), Jagdish, ashok, S/o Hukama, Buri W/o Hukama, Haduman, Rikhaba S/o Bhgwana (1/2 Share) Caste Brahman R/o Village Mahabar

11. **Certified copy of Mutation No. 1470** - addition of Legal Hire, khasara no 4, and the khatedar Haduman S/o Bhagwana was died, his legal heirs were added as new khatedars named Pukharj Tansukh, Ishwar Lal & Uma devi w/o Haduman.

12. **Certified copy of Jamabandi** samwat 2062-2065, village Mahabaar, Tehsil and District Barmer, khasara no 4, and the khatedar was Rana S/o Budha ram, Hukama S/o Rana Nathu S/o Budha Ram, Karna S/o Nathu, Amara S/o Rana, (1/2 Share), Jagdish, Ashok, S/o Hukama, Mrs. Bhuri W/o Hukama, Pukhraj, Tansukh, Ishwarlal S/o Haduman, Mrs. Uma Devi W/o Haduman, Rikhaba S/o Bhgwana (1/2 Share) Caste Brahman.

13. **Certified Copy of Sale Deed** on dated 02.08.2007 executed by Sh. Rana Ram S/o Budha Ram (Budhara Ram), Hukama Ram S/o Rana Ram, Sh. Amara Ram Alias Bhanwara Ram S/o Rana Ram Ji By Caste Kumhar R/o Village Mahabar sold the land of his share of Kh. No. 4 Area 28 Bigha 15 Biswa, situated at Village Mahabar in favor of Sh. Madan Lal S/o Kesari Mal Ji By Caste Acharaya R/o Acharayo Ka Vass, Barmer. Which Sale Deed was registered on dated 02.08.2007 Sr. No. 2007002648 by Sub Registrar Barmer.

14. **Certified Copy of Mutation No. 1713** - in Compliance of registered Sale Deed on dated 02.08.2007 the land in which Kh. No. 4 Area 28 Bigha 15 Biswa, Village Mahabar mutated in favor of Sh. Madan Lal S/o Kesari Mal Ji By Caste Acharaya R/o Acharayo Ka Vass, Barmer.

15. **Certified Copy of Sale Deed** on dated 09.01.2009 executed by Sh. Madan Lal S/o Kesari Mal Ji By Caste Acharaya R/o Acharayo Ka Vass, Barmer sold the land of his share of Kh. No. 4 Area 21 Bigha 15 Biswa, situated at Village Mahabar in favor of **Sh. Bheem Singh Sodha S/o Shakti Dan Singh Ji By Caste Rajput R/o Gram Beejarad Tehsil Chohtan District Barmer.** Which Sale Deed was registered on dated 09.01.2009 Sr. No. 2009000037 by Sub Registrar Barmer.

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16. **Certified Copy of Mutation No. 1855** - in Compliance of registered Sale Deed on dated 09.01.2009 the land in which Kh. No. 4, Area 21 Bigha 15 Biswa, Village Mahabar mutated in favor of Sh. Bheem Singh Sodha S/o Shakti Dan Singh Ji By Caste Rajput R/o Gram Beejarad Tehsil Chohtan District Barmer. Certified copy of Mutation No. 1855, of Khasara No. 4, Village Mahabar.

17. **Certified Copy of Mutation No. 1897** - All Co- Tenant Sh. Rana S/o Budha Ram Ji etc. of Khasara No. 4, Village Mahabar surrendered the land in which his / her share in which Kh. No. 4 for way in favor of State of Rajasthan Government through Tehsildar Barmer order No. 686-688 on dated 02.04.2009. This was mutated as Kh. No. 2493/4 area 09.02 Bigha in favor of State of Rajasthan Government through Mutation No. 1897.

18. **Certified Copy of Mutation No. 1912** - As per consent Distribution the Land of Kh. No. 2494/4, 2495/4 through Tehsildar Barmer order No. 1526 on dated 18.05.2009 in which Kh. No. 2494/4, Area 20 Bigha 12 Biswa , mutated as Kh. No. 2496/4 Area 20 Bigha 12 Biswa in favor of Sh. Bheem Singh Sodha S/o Shakti Dan Singh Ji By Caste Rajput R/o Gram Beejarad Tehsil Chohtan District Barmer

19. **Certified copy of Jamabandi** samwat 2066-2069, village Mahabaar, Tehsil and District Barmer, khasara no 2496/4, and the khatedar - Bheem Singh Sodha s/o Shakti dan Singh Caste Rajput, resident of Bijrad Tehsil Chauhtan, Dist. Barmer.

20. Certified copy of order for conversion of land for residential purposed use, passed through District Collector on dated 29/03/2009 vide order no. F. 12(3)(179)Rev/09/1509-1511, issued by prescribed Authority District Collector, Barmer converted the land agriculture to Residential Purpose in which Khasara No. 2610/4, **(Old Khasara No. 2497/4)** Area 16 Bigha 12 Biswa (26871.08 Sq. Mtr.), Village Mahabar in favor of Sh. Bheem Singh Sodha S/o Shakti Dan Singh Ji By Caste Rajput R/o Gram Beejarad Tehsil Chohtan District Barmer

21. **Certified Copy of Mutation No. 2171** – In Compliance of Conversion order Sr. No. 1509-1511 on dated 29.03.2010 the land in which 2610/4, Area 16 Bigha 12 Biswa (26871.08 Sq. Mtr.), Village Mahabar mutated in favor of Sh. Bheem Singh Sodha S/o Shakti Dan Singh Ji By Caste Rajput R/o Gram Beejarad Tehsil Chohtan District Barmer. Certified copy of Mutation No. 2171 of Village Mahabar.

22. Certified copy of order for conversion of land for residential purposed use, passed through District Collector on dated 23/03/2012 vide order no. F. 12(3)(179)Rev/2011/2497-2499, issued by prescribed Authority District Collector, Barmer converted the land agriculture to Residential Purpose in which Khasara No. 2496/4, **(Old Khasara No. 2497/4)** Area 03 Bigha 00 Biswa (4856.22 Sq. Mtr.), Village Mahabar in favor of Sh. Bheem Singh Sodha S/o Shakti Dan Singh Ji By Caste Rajput R/o Gram Beejarad Tehsil Chohtan District Barmer

23. **Certified Copy of Mutation No. 2846** - In Compliance of Conversion order Sr. No. 2497-2499 on dated 23/03/2012 the land in which 2496/4, Area 03 Bigha (4856.22 Sq. Mtr.), Village Mahabar mutated in favor of Sh. Bheem Singh Sodha S/o Shakti Dan Singh Ji By Caste Rajput R/o Gram Beejarad Tehsil Chohtan District Barmer.

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24. **Certified Copy of Jamabandi** Samvat 2070 to 2073 Khasara No. 2610/4, Area 16 Bigha 12 Biswa (26871.08 Sq. Mtr.) as per Residential Purpose of Village Mahabar entered in favor of Sh. Bheem Singh Sodha S/o Shakti Dan Singh Ji By Caste Rajput R/o Gram Beejarad Tehsil Chohtan District Barmer.

25. Certified Copy of Lathha Tress Map of Khasara No. 2610/4, Area 16 Bigha 12 Biswa (26871.08 Sq. Mtr.), as per Residential Purpose of Village Mahabar.

26. Original Copy of Certificate of Patwari Mahabar on dated 28.03.2018 regarding Neighbours of Kh. No. 2610/4, Area 16 Bigha 12 Biswa, Village Mahabar as per Residential Purpose of Village Mahabar.

4. **Legal intervention/issue that is/may effect title of the property :**

a. Whether the proposed property is subject to any minor's claim or any other claims.

NO

b. Whether local state/municipal laws or central Acts like Land Acquisition Act, Urban Ceiling Act etc. effects the title of the property.

NO

5. **Documents required for disbursal/follow-up** :
As per Annexure Para 3 of Report .

6. **Conclusion/observations, if any :**

a. The document is proper and acceptable as a good enforceable security, This property is free hold and converted for residential use after passed an order through Dist. Collector, Barmer in favor of Mr. Bheem Singh Sodha.

b. The said property, situated at khasara no. 2496/4, area of property was 20.14 Bigha Village Mahabaar Gram Panchayat Mahabaar, Tehsil and Dist. Barmer , Mr. Bheem singh Sodha applied a part of 16.12 Bigha=26871.08 Sq. Mtrs conversion, thereafter he also covert a part of same khasara admeasuring 3 Bigha = 4856.22 Sq. Mtrs.

c. After it the land is known as Khasara No. 2496/4=3 Bigha, 2610/4=16.12 Bigha Total area 19.12 Bigha For Residential use.

d. In the view of the above the proposed owner of the property as referred above, can equitable mortgage by depositing the original title documents as listed in **Annexure I.**

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e. I have perused copies of the documents forwarded to me and have got relevant and available records verified at the office of the concerned Sub-Registrar Barmer for the last 30 years vide **receipt no. - 202102078004331 date 05/04/2021**.

f. The Borrower (in HE/Refinance Cases) is having valid, absolute, clear and marketable title to the property.

g. In view of the above the proposed owner of the property as referred above, can create mortgage by depositing the original title documents as listed in Annexure I.

As desired, the documents as received, are returned here-with. Should you desire any further information and/or clarification please do revert to us.

Thanking you,

Yours faithfully.

Place : Barmer
Date : 04/05/2021

Manish Sharma
Advocate, Barmer

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

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

Print Date : 04-05-2021 12:54 PM

Fee Receipt No	: 202102078004331	Receipt Date	: 04/05/2021
Name	: ADV MANISH SHARMA, BHEEM SINGH SODHA S/O SHAKTIDAN SINGH	Document S. No.	: 202101078004262
Address	: 2496/4, 2610/4 MAHABAR		
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	: ₹ 1500
Us_25_34	: ₹ 0	Commission	: ₹ 0
Custody	: ₹	Others	: ₹ 0
		Cash Amount Received	: **₹ 0**
		Other than Cash	: **₹ 1500**
From Year 1992 To Year 2021		**Total Amount**	: **₹ 1500**

Mode of Payment (#Mode Number Amount #)

e-Gras Challan 49872676 ₹ 1500

Signature of presenter or applicant for copy or Search certificate

Signature of recipient and date of return receipt

SUB-REGISTRAR

Cashier

Manish-Sharma
Advocate
7, South Block, Court Campus
Barmer (Raj.) **Mob.: 9414384138**

Office / Res. : Sardarpura, Brahmpuri, Barmer (Raj.) 344001 Email-advmanish2010@gmail.com

Sub : Title Search Report cum opinion of property situated at Village Mahabar, Tehsil & Dist. Barmer

Name of the applicant : **Bhagwan singh S/o Sangram Singh Bhati**
Caste Rajput, Resident at 35, Mahaveer coloni,
Bedala Road, Udaipur
Bhupendra Singh S/o Narpat Singh Chauhan
Caste Rajput, Resident at Meera Marg,
Opposite Meera Girls College, Udaipur

Sir,

Please refer to your instructions on the captioned matter. In this connection, I submit our report as under :

1. **Details of the property** :

Residential Converted Property, situated at khasara no. 2497/4 Total Area 09.04 Bigha Village Mahabaar Gram Panchayat Mahabaar Tehsil and Dist. Barmer (Hereinafter referred as "the said property")

a.	Khata No.	**747**
b.	Plot No. / S. No. / G. No. / Khasra No.	**2497/4,**
c.	Admeasuring Area	**09.04 Bigha**
d.	Converted Area	**09.04 Bigha = 14892.28 Sq. Mtrs.**
e	Conversion Date	**29/03/2010**
f.	Locality / Land mark	**Mahabar**
g.	Village / Town/ City	**Mahabar**
h.	Tehsil	**Barmer**
i.	District	**Barmer**
j.	State	**Rajasthan**
k.	Signature Authority	**District collector, Barmer**

Four Corners of the said property: Khasara no. 2497/4 Total Area 09.04 Bigha Village Mahabaar Gram Panchayat Mahabaar Tehsil and Dist. Barmer

Boundaries

North : Khasara No. 03
South : Khasara No. 2493/4
East : Khasara No. .....
West : Khasara No. 2610/4

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2. **Nature of the property** :

i. Whether the proposed property is Freehold or Leasehold ?
Converted land for Residential use.

ii. Whether the proposed property is Residential/Commercial/Mixed usage.
Residential

3. **Details of documents examined** :

1. Certified copy of Jamabandi Samwat 2017-2020, Village Mahabaar, Tehsil and District Barmer khata no. 446, khasara no 4, and the khatedar was Magana, Bhagwana, Shriram S/o Bhima Caste Brahman.

2. **Certified copy of mutation no. 439** dated .....- Addition of Legal Heirs, khatedar Magana, Bhagwana, Shriram S/o Bhima Caste Brahman were died there legal heirs Nauratan, Pradeep S/o Kishan Lal, Bharmal, Ladhu Ram, Sampat lal S/o Magana, Hukama & Hanuman S/o Rikhaba Caste Brahman

3. Certified copy of Jamabandi samwat 2042-2045, village Mahabaar, Tehsil and District Barmer, khasara no 4, Area 208.14 Bigha - the khatedars were Noratan, Pradeep S/o Kishan Lal Ji, Bhar Mal, Ladhu Ram, Shampat Lal S/o Magana Ji ,& Hukama, Hadumaan, Rikhaba S/o Bhagwana, Caste Brahman R/o Village Mahabar

4. **Certified copy of Sale deed**, executed by Noratan, Pradeep S/o Kishan Lal Ji, Bhar Mal, Ladhu Ram, Shampat Lal S/o Magana Ji caste Brahman R/o Village Mahabar sold the land of his share in Khasara no. 4, situated at village Mahabaar, Tehsil and District Barmer, in favor of Sh. Rana S/o Budha Ram, Hukama S/o Rana JI caste Kumhar R/o Village Mahabar, Sale deed got registered at Sub Registrar Barmer on dated 15/03/1985, detail paste in book No. 01, Jild No. 157, Page No. 58, and Sr. No. 131.

5. **Certified copy of mutation no. 1094** dated 20/10/1985- Sale deed, khasara no 4, and the khatedar was Rana S/o Budha ram, Hukama S/o Rana Caste Kumbhar, Ladhu Ram, Sampat ram S/o Magana, Hukama, Hadumaan, Rikhaba S/o Bhagwana, Caste Brahman

6. **Certified copy of Sale deed**, executed by Ladhu Ram, Shampat Lal S/o Magana Ji caste Brahman R/o Village Mahabar sold the land of his share in Khasara no. 4, situated at village Mahabaar, Tehsil and District Barmer, in favor of Sh. Nathu S/o Budha Ram Karana S/o Nathu Ji, Bhamara S/o Rana ji By Caste Kumhar R/o Village Mahabar, Sale deed got registered at Sub Registrar Barmer on dated 15/03/1985, and detail paste in book No. 01, Jild No. 157, Page No. 60, and Sr. No. 133.

7. Certified copy of mutation no. 1095 dated 20/10/1985-Sale deed, khasara no 4, and the khatedar was Rana S/o Budha ram, Hukama S/o Rana, Nathu S/o Budha Ram, Karna S/o Nathu, Bhamara S/o Rana Caste Kumbhar, Hukama, Hadumaan, Rikhaba S/o Bhagwana, Caste Brahman

8. Certified copy of Jamabandi samwat 2047-2051, village Mahabaar, Tehsil and District Barmer, khasara no 4, and the khatedar was Rana S/o Budha ram, Hukama S/o Rana Nathu S/o Budha

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Ram, Karna S/o Nathu, Bhamara S/o Rana Caste Kumbhar, , Hukama, Hadumaan, Rikhaba S/o Bhagwana, Caste Brahman .

9. Certified copy of mutation no. 1241 dated 31/08/1994 - addition of Legal Hire, khasara no 4, and the khatedar Hukama S/o Bhagwana was died, his legal heirs were added as new khatedars named Jagdish, Ashok S/o Hukma & Bhuri W/o Hukma.

10. Certified copy of Jamabandi samwat 2054-2057, village Mahabaar, Tehsil and District Barmer, khasara no 4, and the khatedar was Rana S/o Budha ram, Hukama S/o Rana Nathu S/o Budha Ram, Amara S/o Rana, Caste Kumhar (1/2 Share), Jagdish, ashok, S/o Hukama, Buri W/o Hukama, Haduman, Rikhaba S/o Bhgwana (1/2 Share) Caste Brahman R/o Village Mahabar

11. Mutation No. 1470 dated 08/05/2004 - addition of Legal Hire, khasara no 4, and the khatedar Haduman S/o Bhagwana was died, his legal heirs were added as new khatedars named Pukharj Tansukh, Ishwar Lal & Uma devi w/o Haduman.

12. Certified copy of Jamabandi samwat 2062-2065, village Mahabaar, Tehsil and District Barmer, khasara no 4, and the khatedar was Rana S/o Budha ram, Hukama S/o Rana Nathu S/o Budha Ram, Karna S/o Nathu, Amara S/o Rana, (1/2 Share), Jagdish, Ashok, S/o Hukama, Mrs. Bhuri W/o Hukama, Pukhraj, Tansukh, Ishwarlal S/o Haduman, Mrs. Uma Devi W/o Haduman, Rikhaba S/o Bhgwana (1/2 Share) Caste Brahman.

13. Certified Copy of Sale Deed on dated 02.08.2007 executed by Sh. Rana Ram S/o Budha Ram (Budhara Ram), Hukama Ram S/o Rana Ram, Sh. Amara Ram Alias Bhanwara Ram S/o Rana Ram Ji By Caste Kumhar R/o Village Mahabar sold the land of his share of Kh. No. 4 Area 28 Bigha 15 Biswa, situated at Village Mahabar in favor of Sh. Madan Lal S/o Kesari Mal Ji By Caste Acharaya R/o Acharayo Ka Vass, Barmer. Which Sale Deed was registered on dated 02.08.2007 Sr. No. 2007002648 by Sub Registrar Barmer.

14. Mutation No. 1713 - in Compliance of registered Sale Deed on dated 02.08.2007 the land in which Kh. No. 4 Area 28 Bigha 15 Biswa, Village Mahabar mutated in favor of Sh. Madan Lal S/o Kesari Mal Ji By Caste Acharaya R/o Acharayo Ka Vass, Barmer.

15. Certified Copy of Sale Deed on dated 09.01.2009 executed by Sh. Madan Lal S/o Kesari Mal Ji By Caste Acharaya R/o Acharayo Ka Vass, Barmer sold the land of his share of Kh. No. 4 Area 21 Bigha 15 Biswa, situated at Village Mahabar in favor of Sh. Bheem Singh Sodha S/o Shakti Dan Singh Ji By Caste Rajput R/o Gram Beejarad Tehsil Chohtan District Barmer. Which Sale Deed was registered on dated 09.01.2009 Sr. No. 2009000037 by Sub Registrar Barmer.

16. Certified Copy of Sale Deed on dated 02.03.2009 executed by Sh. Hukama S/o Rana Ram Rana Ram S/o Budha & Bhanwara S/o Rana Caste Kumhar R/o Village Mahabar sold the land of his share of Kh. No. 2497/4 Area 12 Bigha 10 Biswa, situated at Village Mahabar in favor of **Bhagwan singh S/o Sangram Singh Bhati,** Caste Rajput, Resident at 35, Mahaveer coloni, Bedala Road, Udaipur **Bhupendra Singh S/o Narpat Singh Chauhan** Caste Rajput, Resident at Meera Marg, Opposite Meera Girls College, Udaipur. Which Sale Deed was registered on dated 02.03.2009 Sr. No. 2009000572 by Sub Registrar Barmer.

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17. Mutation No. 1939- in Compliance of registered Sale Deed on dated 02/03/2009 the land in which Kh. No. 2497/4 Area 12 Bigha 10 Biswa, Village Mahabar mutated in favor of **Bhagwan singh S/o Sangram Singh Bhati,** Caste Rajput, Resident at 35, Mahaveer coloni, Bedala Road, Udaipur **Bhupendra Singh S/o Narpat Singh Chauhan** Caste Rajput, Resident at Meera Marg, Opposite Meera Girls College, Udaipur, Certified copy of Mutation No. 1855, of Khasara No. 2497/4, Village Mahabar

18. Certified Copy of Sale Deed on dated 21/07/2009 executed by **Bhagwan singh S/o Sangram Singh Bhati,** Caste Rajput, Resident at 35, Mahaveer coloni, Bedala Road, Udaipur **Bhupendra Singh S/o Narpat Singh Chauhan** Caste Rajput, Resident at Meera Marg, Opposite Meera Girls College, Udaipur sold a part of 3 Bigha 06 Biswa, through the land of his share of Kh. No. 2497/4 Area 12 Bigha 10 Biswa, situated at Village Mahabar in favor of **Sanchal Fort & Resort Pvt. Ltd. though its Director Mr. Dhanpat singh Sodha**. Which Sale Deed was registered on dated 21/07/2009Sr. No. 20090009162 by Sub Registrar Barmer

19. Mutation No. 1955- in Compliance of registered Sale Deed on dated 21/07/2009 a part of 3 Bigha 06 Biswa, through the land of Kh. No. 2497/4 Area 12 Bigha 10 Biswa, Village Mahabar was mutated in favor of **Sanchal Fort & Resort Pvt. Ltd. though its Director Mr. Dhanpat singh Sodha**, and new khasara no. 2511/4 is created , Certified copy of Mutation No. 1955, of Khasara No. 2511/4, Village Mahabar

20. Certified copy of order for conversion of land for residential purposed use, passed through District Collector on dated 29/03/2010 vide order no. F. 12(3)(179)Rev/09/1505-1507, issued by prescribed Authority District Collector, Barmer converted the land agriculture to Residential Purpose in which Khasara No. 2497/4, Area 09 Bigha 04 Biswa (14892 Sq. Mtr.), Village Mahabar in favor of **Bhagwan singh S/o Sangram Singh Bhati,** Caste Rajput, Resident at 35, Mahaveer coloni, Bedala Road, Udaipur **Bhupendra Singh S/o Narpat Singh Chauhan** Caste Rajput, Resident at Meera Marg, Opposite Meera Girls College, Udaipur.

21. Mutation No. 2170 – In Compliance of Conversion order Sr. No. 1505-1507 on dated 29.03.2010 the land in which 2497/4 Area 09 Bigha 04 Biswa (14892.28 Sq. Mtr.), Village Mahabar mutated in favor **Bhagwan singh S/o Sangram Singh Bhati,** Caste Rajput, Resident at 35, Mahaveer coloni, Bedala Road, Udaipur **Bhupendra Singh S/o Narpat Singh Chauhan** Caste Rajput, Resident at Meera Marg, Opposite Meera Girls College, Udaipur. Certified copy of Mutation No. 2171 of Village Mahabar

22. Certified Copy of Sale Deed on dated 12/10/2011 executed by **Bhagwan singh S/o Sangram Singh Bhati,** Caste Rajput, Resident at 35, Mahaveer coloni, Bedala Road, Udaipur **Bhupendra Singh S/o Narpat Singh Chauhan** Caste Rajput, Resident at Meera Marg, Opposite Meera Girls College, Udaipur sold a part of 0 Bigha 13 Biswa 16 Bishwanshi, through the land of his share of Kh. No. 2497/4 Area 09 Bigha 04 Biswa, situated at Village Mahabar in favor of **Mr. Dhanpat singh Sodha**. Which Sale Deed was registered on dated 12/10/2011 Sr. No. 2011004834 by Sub Registrar Barmer

23. Mutation No. 2627 – In Compliance of sale deed dated 12/10/a part of 00 Bigha 13 Biswa, 16 Bishwanshi, through the land of Kh. No. 2497/4 Area 09 Bigha 04 Biswa, Village Mahabar was

मनीष शर्मा
एडवोकेट
बाड़मेर-344001(राज.)

mutated in favor of **Mr. Dhanpat singh Sodha**, and new khasara no. 3237/4 is created , Certified copy of Mutation No. 2627, of Khasara No. 3237/4, Village Mahabar

24. Certified copy of Jamabandi samwat 2066-2069, village Mahabaar, Tehsil and District Barmer, khasara no 2497/4 Area 09 Bigha 04 Biswa and the khatedar - **Bhagwan singh S/o Sangram Singh Bhati,** Caste Rajput, Resident at 35, Mahaveer coloni, Bedala Road, Udaipur **Bhupendra Singh S/o Narpat Singh Chauhan** Caste Rajput, Resident at Meera Marg, Opposite Meera Girls College, Udaipur.

25. Certified Copy of Jamabandi Samvat 2070 to 2073 Khasara No2497/4 9.04 Bigha For Residential use of Village Mahabar entered in favor of **Bhagwan singh S/o Sangram Singh Bhati,** Caste Rajput, Resident at 35, Mahaveer coloni, Bedala Road, Udaipur **Bhupendra Singh S/o Narpat Singh Chauhan** Caste Rajput, Resident at Meera Marg, Opposite Meera Girls College, Udaipur.

26. Certified Copy of Lathha Tress Map of Khasara No2497/4 9.04 Bigha of Village Mahabar.

27. Original Copy of Certificate of Patwari Mahabar on dated 28.03.2018 regarding Neighbors of Khasara No2497/4 9.04 Bigha For Residential use - Village Mahabar as per Residential Purpose of Village Mahabar.

4. **Legal intervention/issue that is/may effect title of the property :**

a. Whether the proposed property is subject to any minor's claim or any other claims.

NO

b. Whether local state/municipal laws or central Acts like Land Acquisition Act, Urban Ceiling Act etc. effects the title of the property.

NO

5. **Documents required for disbursal/follow-up** :

As per Annexure Para 3 of Report .

7. **Conclusion/observations, if any :**

a. The document is proper and acceptable as a good enforceable security, This property is free hold and converted for residential use after passed an order through Dist. Collector, Barmer in favor of **Bhagwan singh S/o Sangram Singh Bhati,** Caste Rajput, Resident at 35, Mahaveer coloni, Bedala Road, Udaipur **Bhupendra Singh S/o Narpat Singh Chauhan** Caste Rajput, Resident at Meera Marg, Opposite Meera Girls College, Udaipur.

b. The said property, situated at khasara no. 2497/4, area of property was 09.04 Bigha Village Mahabaar Gram Panchayat Mahabaar, Tehsil and Dist. Barmer , **Bhagwan singh S/o Sangram Singh Bhati,** Caste Rajput, Resident at 35, Mahaveer coloni, Bedala Road,

मनीष शर्मा
एडवोकेट
बाड़मेर-344001(राज.)

Udaipur **Bhupendra Singh S/o Narpat Singh Chauhan** Caste Rajput, Resident at Meera Marg, Opposite Meera Girls College, Udaipur applied for residential conversion of 09.04 Bigha.

d. In the view of the above the proposed owner of the property as referred above, can equitable mortgage by depositing the original title documents as listed in **Annexure I.**

c. I have perused copies of the documents forwarded to me and have got relevant and available records verified at the office of the concerned Sub-Registrar Barmer for the last 30 years vide receipt no. - **202102078004330 date 05/04/2021**

d. The Borrower (in HE/Refinance Cases) is having valid, absolute, clear and marketable title to the property.

e. In view of the above the proposed owner of the property as referred above, can create mortgage by depositing the original title documents as listed in Annexure I.

As desired, the documents as received, are returned here-with. Should you desire any further information and/or clarification please do revert to us.

Thanking you,

Yours faithfully.

Place : Barmer
Date : 04/05/2021

Manish Sharma
Advocate, Barmer
मनीष शर्मा
एडवोकेट
बाड़मेर-344001(राज.)

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

Fee Receipt
Appendix I-Form No. 9 (Rule 75 & 131) Print Date : 04-05-2021 12:53 PM

Fee Receipt No	:	202102078004330	Receipt Date	:	04/05/2021
Name	:	ADV MANISH SHARMA, BHAGWAN SINGH BHATI	Document S. No.	:	202101078004261
Address	:	KHASARA NO. 2497/4 MAHABAR			
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	:	₹ 1500
Us_25_34	:	₹ 0	Commission	:	₹ 0
Custody	:	₹	Others	:	₹ 0
			Cash Amount Received	:	**₹ 0**
			Other than Cash	:	**₹ 1500**
From Year 1992 To Year 2021			**Total Amount**	:	**₹ 1500**

Mode of Payment (#Mode Number Amount #)

e-Gras Challan 49872593 ₹ 1500

Signature of presenter or applicant for copy or Search certificate

Signature of recipient and date of return receipt

Cashier

SUB-REGISTRAR

Form-B

[See rule 9(3),(4)& (6)]

Office of the Prescribed Authority District Collector] Barmer

No-F.12(3)(179)Rev/09/ 1508 Dated 29/03/2010

CONVERSION ORDER

On the application of श्री भीमसिंह सोढ़ा पुत्र श्री शक्तिदानसिंह जाति राजपूत निवासी बीजराड़ तहसील चौहटन जिला बाड़मेर agricultural land held by him in his khatedari tenancy is hereby converted for a non-agricultural purpose under rule 9 of the Rajasthan Land Revenue (Conversion of Agricultural Land for Non-Agricultural in Rural Areas) Rules] 2007 the particulars of which are given as under.

1- Name of applicant khatedar/tenants with fathers/husbands name and complete address	श्री भीमसिंह सोढ़ा पुत्र श्री शक्तिदानसिंह जाति राजपूत निवासी बीजराड़ तहसील चौहटन जिला बाड़मेर
2. Whether the applicant is a member Of S C/S T	NO
3. Details of the and converted:	
a. Name of the village/Gram Panchayat/ Tehhsil.	ग्राम महाबार ग्राम पंचायत महाबार तहसील बाड़मेर
b. khasra No. of the land alongwith areas of each Khasra No. (in hectare).	खसरा नंबर 2496/4 रकबा 20.14 बीघा बारानी सोयम मे से 16.12 बीघा (26871.08 वर्ग मीटर)
c. Area converted (in hectare or Sq. mtr.)	26871-08 वर्ग मीटर
d. Indicting the area of each Khasra No.	खसरा नंबर 2496/4 रकबा 20.14 बीघा बारानी सोयम मे से 16.12 बीघा (26871.08 वर्ग मीटर)
Note: A duly verified copy of the relevant part Of revenue map showing the land converted Of non-agricultural purpose is enclosed.	संलग्न नक्शे के अनुसार
4. Purpose of conversion.	आवासीय/कॉलोनी प्रयोजनार्थ
5. Rate of conversion charges payable.	नियमानुसार 7.50 रूपये प्रति वर्ग मीटर
6. Amount of premium deposited with No. and date of challan	334/24-12-2009 = 201534/-
	Total = 201534/-

7- Amount of penalty deposited, if any, with date and no. of challan. ------

8- Amount of interest deposited, if any, with date and no. of challan. ------

9- Whether the order issued under Rule 13 for regularization. -------

10-Other particulars, if any. --------

11-The above conversion order shall be subject to the following conditions:-

(I) The land converted for the above non-agricultural purpose shall not be used for any other non-agricultural purpose, without obtaining prior permission of the prescribed authority.

(ii) If the applicant fails to use the land for the converted purpose Within a period of 2 years from the date of the issue of this Order the permission shall be withdrawn and the premium Money deposited by the applicant shall be forfeited .

(iii) No land as mentioned rule 4 shall be used for any non-agricultural Purpose.

(iv) No part of the land converted for public utility purpose shall be Used for any other non-agricultural purpose without valid Permission from the prescribed Authority.

(v) प्रस्तावित भूमि ग्रामीण सड़क जो ग्राम महाबार से NH –15 को जोड़ती है, पर स्थित हैं ग्रामीण सड़क के मध्य बिन्दु से 12.50 मीटर (दोनो तरफ) छोडकर सपंरिवर्तन किया जाता है।

(vi)सपंरिवर्तन की गई भूमि में से नियमानुसार 40% भूमि सार्वजनिक प्रयोजनार्थ आरक्षित रखी जावे ।

District Collector,
Barmer

Seal of the
Prescribed Authority

No-F.12(3)(179)Rev/09/ 1509 – 1511 Dated 29/03/2010

Copy to :

1- Tehsildar बाड़मेर
2-Gram Panchayat महाबार
3-The Applicant Sh./smt श्री भीमसिंह सोढ़ा पुत्र श्री शक्तिदानसिंह जाति राजपूत निवासी बीजराड़ तहसील चौहटन जिला बाड़मेर

Officer Incharg
Revenue Section

Form-B

[See rule 9(3),(4)& (6)]

Office of the Prescribed Authority District Collector] Barmer

No-F.12(3)(178)Rev/09/ Dated

CONVERSION ORDER

On the application of श्री भगवानसिंह पुत्र श्री सग्रामसिंह भाटी जाति राजपूत सा0 35, महावीर कॉलोनी बेदला रोड़ उदयपुर भुपेन्द्रसिंह पुत्र श्री नरपतसिंह चौहान जाति राजपूत सा0 6 मीरा मार्ग मीरा गर्ल्स कॉलेज के सामने उदयपुर **agricultural land held by him in his khatedari tenancy is hereby converted for a non-agricultural purpose under rule 9 of the Rajasthan Land Revenue (Conversion of Agricultural Land for Non-Agricultural in Rural Areas) Rules] 2007 the particulars of which are given as under.**

1- Name of applicant khatedar/tenants with fathers/husbands name and complete address	श्री भगवानसिंह पुत्र श्री सग्रामसिंह भाटी जाति राजपूत सा0 35, महावीर कॉलोनी बेदला रोड़ उदयपुर भुपेन्द्रसिंह पुत्र श्री नरपतसिंह चौहान जाति राजपूत सा0 6 मीरा मार्ग मीरा गर्ल्स कॉलेज के सामने उदयपुर
2. Whether the applicant is a member Of S C/S T	NO
3. Details of the and converted:	
a. Name of the village/Gram Panchayat/ Tehhsil.	ग्राम महाबार ग्राम पंचायत महाबार तहसील बाड़मेर
b. khasra No. of the land alongwith areas of each Khasra No. (in hectare).	खसरा नंबर 2497/4 रकबा 9.04 बीघा बारानी सोयम (14892.28 वर्ग मीटर)
c. Area converted (in hectare or Sq. mtr.)	14892-28 वर्ग मीटर
d. Indicting the area of each Khasra No.	खसरा नंबर 2497/4 रकबा 9.04 बीघा बारानी सोयम सम्पूर्ण भूमि (14892.28 वर्ग मीटर)
Note: A duly verified copy of the relevant part Of revenue map showing the land converted Of non-agricultural purpose is enclosed.	संलग्न नक्शे के अनुसार
4. Purpose of conversion.	आवासीय/कॉलोनी प्रयोजनार्थ
5. Rate of conversion charges payable.	नियमानुसार 7.50 रूपये प्रति वर्ग मीटर
6. Amount of premium deposited with No. and date of challan	333/24-12-2009 = 111698/- Total = 111698/-

7- Amount of penalty deposited, if any, with date and no. of challan. ------

8- Amount of interest deposited, if any, with date and no. of challan. ------

9- Whether the order issued under Rule 13 for regularization. -------

10-Other particulars, if any. --------

11-The above conversion order shall be subject to the following conditions:-

(I) The land converted for the above non-agricultural purpose shall not be used for any other non-agricultural purpose, without obtaining prior permission of the prescribed authority.

(ii) If the applicant fails to use the land for the converted purpose Within a period of 2 years from the date of the issue of this Order the permission shall be withdrawn and the premium Money deposited by the applicant shall be forfeited .

(iii) No land as mentioned rule 4 shall be used for any non-agricultural Purpose.

(iv) No part of the land converted for public utility purpose shall be Used for any other non-agricultural purpose without valid Permission from the prescribed Authority.

(v) प्रस्तावित भूमि ग्रामीण सड़क जो ग्राम महाबार से NH –15 को जोड़ती है, पर स्थित हैं ग्रामीण सड़क के मध्य बिन्दु से 12.50 मीटर (दोनो तरफ) छोडकर सपंरिवर्तन किया जाता है।

(vi)सपंरिवर्तन की गई भूमि में से नियमानुसार 40% भूमि सार्वजनिक प्रयोजनार्थ आरक्षित रखी जावे ।

District Collector,
Barmer

Seal of the
Prescribed Authority

No-F.12(3)(178)Rev/09/ 1507 Dated 29/03/2010

Copy to :

1- Tehsildar बाड़मेर
2-Gram Panchayat महाबार
3-The Applicant Sh./smt श्री भगवानसिंह पुत्र श्री सग्रामसिंह भाटी जाति राजपूत सा0 35, महावीर कॉलोनी बेदला रोड़ उदयपुर भुपेन्द्रसिंह पुत्र श्री नरपतसिंह चौहान जाति राजपूत सा0 6 मीरा मार्ग मीरा गर्ल्स कॉलेज के सामने उदयपुर

Officer Incharg
Revenue Section

प्रारूप–ख
(देखिये नियम 9(3),(4) और (6))

राजस्थान–सरकार

कार्यालय जिला कलक्टर, बाड़मेर

क्रमांक : प0 12(3)(179)राजस्व/2011/ दिनांक :–

–: सम्परिवर्तन आदेश :–

श्री भीमसिंह सोढ़ा पुत्र श्री शक्तिदानसिंह जाति राजपूत निवासी बीजराड़ तहसील चौहटन जिला बाड़मेर के आवेदन पर उसकी खातेदारी अभिधृति में धारित कृषि भूमि राजस्थान भू–राजस्व (ग्रामीण क्षैत्रों में कृषि भूमि का अकृषि प्रयोजनार्थ) संपरिवर्तन नियम, 2007 के नियम 9 के अधीन अकृषि प्रयोजन के लिए भूमि का सपंरिवर्तन किया जाता है। जिसकी विशिष्टयॉ निम्न प्रकार से है :–

01	आवेदक खातेदार अभिधारी का नाम, पिता/पति का नाम सहित तथा पूरा पता	श्री भीमसिंह सोढ़ा पुत्र श्री शक्तिदानसिंह जाति राजपूत निवासी बीजराड़ तहसील चौहटन
02	क्या आवेदक अनुसूचित जाति/ अनुसूचित जनजाति का सदस्य है?	नही
03	सम्परिवर्तित भूमि का विवरण	
(क) ग्राम/ग्राम पंचायत/तहसील का नाम		ग्राम महाबार ग्राम पंचायत महाबार तहसील बाड़मेर
(ख) भूमि का खसरा संख्या और प्रत्येक खसरा संख्या का कुल क्षैत्रफल (हैक्टर में):		खसरा नंबर 2496/4 रकबा 4.00 बीघा किस्म बारानी सोयम
(ग) प्रत्येक खसरा संख्या के क्षेत्रफल को उपदर्शित करते हुए संपरिवर्तित क्षेत्रफल (हैक्टेयर में या वर्ग मीटर में) टिप्पणी :– **अकृषिक प्रयोजन के लिये संपरिवर्तित भूमि को दर्शाते हुए राजस्व नक्शे के सुसंगत भाग की सम्यक् रूप से प्रमाणित प्रति संलग्न है।**		4856.22 वर्ग मीटर खसरा नंबर 2496/4 रकबा 4.00 बीघा किस्म बारानी सोयम मे से 3.00 बीधा (4856.22 वर्ग मीटर) भूमि **संपरिवर्तित क्षैत्रफल 4856.22 वर्ग मीटर राजस्व नक्शें के सुसंगत भाग की सत्यापित प्रति संलग्न है। बिन्दु संख्या 11(10) के अध्ययधीन।**
04	संपरिवर्तन का प्रयोजनाः–	आवासीय कॉलोनी प्रयोजनार्थ
05	संदेय संपरिवर्तन प्रभारों की दरः	नियमानुसार 7.50 रूपये प्रति वर्ग मीटर
06	चालान की संख्या और तारीख सहित जमा, करायी गयी प्रीमियम की रकमः	चालान संख्या 363 दिनांक 12.08.2011 राशि 18211/–(मद 0029) एवं चालान संख्या 364 दिनांक 12.08.2011 राशि 18211/– (मद 8448) कुल 36,422/–
07	चालान की संख्या और तारीख सहित शास्ति, यदि कोई हो, की जमा करायी गयी रकम :	नहीं
08	चालान की संख्या और तारीख सहित ब्याज, यदि कोई हो, की जमा करायी गयी रकम :	नहीं

1224 9/2

09	क्या आदेश विनियमितीकरण के लिए नियम 13 के अधीन जारी किया गया है:	नहीं
10	अन्य विशिष्टयॉ यदि, कोई हो	नहीं
11	उपर्युक्त संपरिवर्तन आदेश निम्नलिखित शर्तो के अध्ययीन होगा :–	
	01	इण्डियन रोड़ कांग्रेस के मापदण्डों के अनुसार सड़क के मध्य से भूमि छोड़कर संपरिवर्तन किया जाता है, आवेदक द्वारा आवेदित भूमि तक निर्धारित प्रतिमानों के अनुरूप विधिवत पहुंच मार्ग सुनिश्चित किया जाएगा।
	02	यदि प्रार्थी राष्ट्रीय राजमार्ग से रास्ता चाहते है तो भारतीय राष्ट्रीय राजमार्ग प्राधिकरण से अनुमति लेनी होगी। यदि सार्वजनिक निर्माण विभाग द्वारा संधारित सड़कों से रास्ता चाहते हैं तो सार्वजनिक निर्माण विभाग से अनुमति लेनी होगी।
	03	निकटस्थ नगर पालिका/स्थानीय निकाय की उपविधियों एवं निर्धारित मापदण्डों के अनुसार निर्माण कराया जा सकेगा।
	04	राजस्व विभाग के परिपत्र क्रमांक प.6(6)राज–6/92–पार्ट/23 दिनांक 17.07.2007 की पालना सुनिश्चित की जावे।
	05	कुल संपरिवर्तित क्षेत्रफल का 40 % क्षेत्र सार्वजनिक सुविधाओं के लिए होगा जो राज्य सरकार को बिना शर्त समर्पित करना होगा। प्रार्थी द्वारा 40 % भूमि समर्पित करवाने पर तहसीलदार संपरिवर्तन भूमि के नामान्तरकरण की कार्यवाही करे।
	06	यदि आवेदक इस आदेश के जारी होने की तारीख से 5 वर्ष की कालावधि के भीतर सम्परिवर्तित प्रयोजन के लिए भूमि का उपयोग करने में विफल रहता है, तो अनुज्ञा प्रत्याहरित कर ली जाएगी और आवेदक द्वारा जमा कराया गया धन समपहृत हो जाएगा।
	07	उक्त प्रयोजन के लिए संपरिवर्तन भूमि का उपयोग विहित प्राधिकारी की पूर्व अनुज्ञा प्राप्त किये बिना किसी अन्य प्रयोजन के लिए नहीं किया जायेगा।
	08	नियम 4 में यथा वर्णित भूमि का उपयोग अन्य अकृषिक प्रयोजन के लिए नहीं किया जाएगा।
	09	विकासकर्ता को आवासीय कॉलोनी के बाहर की सम्पर्क सड़क तथा अन्दर की सड़के स्वंय बनानी होगी। तथा आवासीय कॉलोनी में बिजली, पानी की अन्य आधारभूत सुविधाऐं स्वयं विकसित करनी होगी। आवासीय कॉलोनी की चारदीवारी बनवानी होगी तथा पार्को का विकास करना होगा।
	10	इण्डियन रोड़ कांग्रेस द्वारा निर्धारित मापदण्डों के अनुसार सड़क के मध्य से भूमि छोड़ने के पश्चात् अर्थात् नियमों में निर्धारित सड़क मार्गाधिकार भारतीय रोड़ कांग्रेस के प्रावधानुसार सड़क के मध्य बिन्दु से (ग्रामीण सड़क) 12.50 मीटर बिल्डिंग लाईन तक भूमि को छोड़ते हुए संपरिवर्तन किया जाता है। ग्रामीण सड़क से प्रस्तावित स्थल के बीच की भूमि को बिना शर्त रास्ते हेतु सर्मपण करनी होगी

सलंग्न :– नक्शा एक

ह० –

जिला कलक्टर, बाड़मेर

क्रमांक : प0 12(3)(179)राजस्व/2011/ 2499 दिनांक :– 23/03/2012

प्रतिलिपि निम्नांकित को सूचनार्थ एवं आवश्यक कार्यवाही हेतु प्रेषित है।

1. तहसीलदार, बाड़मेर
2. ग्राम पंचायत, महाबार
3. श्री भीमसिंह सोढ़ा पुत्र श्री शक्तिदानसिंह जाति राजपूत निवासी बीजराड़ तहसील चौहटन

प्रभारी अधिकारी,
राजस्व अनुभाग

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

राजस्थान RAJASTHAN V. 103729

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is executed at _____ on this _____ by and between:

1. Shri Bheem Singh Sodha S/o Shri Satidan Singh Age 55 years Resident of Bijarad, Tehsil Chauhtan, District Barmer, Rajasthan by caste Rajput [hereinafter referred to as the 'Owner No. 1' which term, unless repugnant to the context, shall mean and include his legal heir(s), successor(s), permitted assign(s), executor(s) and administrator(s)]

2. Shri Bhupendra Singh Chouhan S/o Shri Narpat Singh Chauhan Age 53 years by caste Rajput Resident of 6, Meera Marg, Opp. Meera Girls College, Udaipur [Hereinafter referred to as *"Owner No. 2"*, which term, unless repugnant to the context, shall mean and include his legal heir(s), successor(s), permitted assign(s), executor(s) and administrator(s)].

For Unique Apex Developers Pvt. Ltd.

Director

REGISTRATION & STAMPS DEPARTMENT
OFFICE OF THE SUB-REGISTRAR, BARMER
BARMER
(Rule 75 & 131)
FEE RECEIPT

Fee Sr. No. : 2013008781 Dated : 07/05/2013
Presenter Name : BHEEM SINGH Face Value : 27698200
Presenter Address : BIJRAD TEH. CHOHTAN
Document Type : Agreement of Developer
Claimant Name : DIGVIJAYSINGH, AUTHORISED UNIQUE APEX DEVELOPERS PVT. LTD. JAIPUR
Document S.No. : 2013008845 Stamp Value : 100

Ordinary Registration Fee	: 50000	Commission Fee	: 0
Copy/Scanning/Inspection Fee	: 300	Custody Fee	: 0
Fee for Memorandom u/s 64-67	: 0	Miscellaneous Fee	: 0
Certified Copying Fee u/s 57	: 0	Stamp Duty Cash	: 276890
Surcharge on Stamp Duty	: 27700		
Late Fee u/s 25-34	: 0		

TOTAL : 354890

Amount Rs. Three Lakh Fifty Four Thousand Eight Hundred Ninty only

Cashier

Sub Registrar, BARMER

3. Shri Bhagwan Singh Bhati S/o Sangram Singh Bhati Age 54 years by caste Rajput resident of 35, Mahaveer Colony, Bedla Road, Udaipur. [Hereinafter referred to as *"Owner No.3"*, which term, unless repugnant to the context, shall mean and include its legal heir(s), successor(s), assign(s), executor(s) and administrator(s)]

The Owner No. 1, Owner No. 2 & Owner No. 3 shall be hereinafter collectively referred to as *"the Party of the First Part"* or *"the Owners"*.

AND

Unique Apex Developers Pvt. Ltd., a company registered under the Companies Act, 1956, having its registered office at 8th Floor, Milestone, Tonk Road, Jaipur and acting through its director Shri Vibhishek Pal Singh s/o Shri Ajay Pal Singh, aged 32 years, Resident of B-68, Yash Path, Tilak Nagar, Jaipur, duly authorized by the resolution passed at Board of Directors meeting [hereinafter referred to as *"the Party of the Second Part" or "the Developer"* which expression shall unless the context otherwise requires deem to include its successor(s) and assign(s)];

The Party of the First Part and the Party of the Second Part are hereinafter individually referred to as the *"Party"* and collectively as the *"Parties"*.

(A) WHEREAS The Owner No. 1 is the absolute Owner of a parcel of land admeasuring 21 Bigha 15 Biswa situated at Sarhad Mauja -Mabaar Patwar Halka Mahabar Tehsil and District Barmer (Rajasthan).

(B) The Owner No. 2 and Owner No. 3 are Joint Owners of a parcel of land admeasuring 13 Bigha situated at Sarhad Mauja -Mabaar Patwar Halka Mahabar Tehsil and District Barmer (Rajasthan).

That the Owner No. 1 has converted one part of their land for the purpose of housing colony vide order of learned District Collector Barmer dated 23.03.2012 bearing serial No. P.12(3)(179) revenue /2011/2499 . Vide said order the Owner No. 1 has received converted land admeasuring 4856.22 square meter for the purposes of housing colony in the manner described in the *Schedule "A"*. Further the Owner No. 1 has also converted their another piece of land out of

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For Unique Apex Developers Pvt. Ltd.

Director

क्र. 177 दिनांक 22/4/2013

नाम सुनिल अधिकारी उम्र 40 पुत्र

पिता का नाम .....

निवासी जयपुर

स्टाम्प का मूल्य 100 रुपये उद्देश्य

प्रदीप शर्मा
भा० स्टाम्प विक्रेता
जिलाधीश कार्यालय जयपुर
ला० न० 62/09 10

the total land under his ownership and possession for the purpose of housing colony vide order of learned District Collector Barmer dated 29.03.2010 bearing serial No. F.12(3)(179) revenue /2011/1571 . Vide said order the Owner No. 1 has received converted land admeasuring 16.12 Bigha land or 26871.08 square meter for the purposes of housing colony in the manner described in the *Schedule "B"* attached hereto. The Schedule A & Schedule B Land are together hereinafter referred to as *"the Schedule AB Land"*. The said conversion order alongwith the approved map is enclosed and attached herewith as Annexure -A and Annexure B

(D) That the Owner No. 2 & the Owner No. 3 have converted part of their land for the purpose of residential/housing colony vide order of learned District Collector Barmer dated 29.03.2010 bearing serial No. F.12(3)(178)/Rev/09/1507 Vide said order the Owner No. 2 & 3 have received converted land admeasuring 14892.28 square meter for the purposes of housing colony in the manner described in the *Schedule "C"* attached hereto and hereinafter referred to as *"the Schedule C Land"*. The said conversion order alongwith the approved map is enclosed and attached herewith as Annexure -C.

(E) The Owner is occupying 8000 Sq. Ft. of area in the North-East side of the Annexure C Land as personal residence, which is not to be considered as part of the Project Land.

(F) The Schedule A, B & C Lands barring the land used by the owners for personal residence, is hereinafter collectively referred to as the *"Project Land"*.

(G) The Party of the Second Part is a reputed developer and hence possesses requisite expertise and resources in respect of the construction and development of real estate projects of this size and magnitude and is keen to take up real estate project upon the Project Land. The Party of the First Part approached the Party of the Second Part with an offer to develop a residential project upon the Scheduled Land.

(H) The Party of the First Part has represented that the Owners are the lawful Owners of the Project Land and are seized and possessed of the Project Land

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For Unique Apex Developers Pvt. Ltd.

Director

आज दिनांक 7 माह May सन् 2013 को 13:12 बजे
श्री / श्रीमती / सुश्री BHEEM SINGH पुत्र / पुत्री / पत्नी श्री SATIDAN SINGH
उम्र 65 वर्ष, जाति RAJPUT व्यवसाय BUSINESS
निवासी BIJRAD TEH. CHOHTAN
ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

हस्ताक्षर प्रस्तुतकर्ता हस्ताक्षर उप पंजीयक, BARMER
(2013008845)
(Agreement of Developer)

रसीद नं0 2013008781 दिनांक 07/05/2013
पंजीयन शुल्क रू0 50000/-
प्रतिलिपि शुल्क रू0 300/-
पृष्ठांकन शुल्क रू0 0/-
अन्य शुल्क रू0 27700/-
कमी स्टाम्प शुल्क रू0 276890/-
कुल योग रू0 354890/-

(2013008845) उप पंजीयक, BARMER
(Agreement of Developer)

कार्यालय उप पंजीयक बाड़मेर (राजस्थान)

and have all the powers to sell, develop, give on rent, mortgage, enter into any agreement, accept any advance amount and give any receipt or use in any manner the Project Land without any interference from any other person or agency.

(I) The Party of the First Part has also represented to the Party of the Second Part that the Project Land bears a clean, pure and marketable title and is free from all kind of encumbrances, any litigation, court cases, dispute, attachments, notices, prior agreements, any other contractual and statutory restrictions etc. and therefore, the Party of the First Part is capable and competent to enter into a development agreement in respect of the Project Land with the Party of the Second Part.

(J) The Party of the First Part and the Party of the Second Part have decided to collaborate in such a manner that the Developer shall at its own cost and expenses, develop a residential project comprising of villas upon the Project Land (hereinafter referred to as *"the Project"*) and then the villas in the Project shall be sold/transferred to the buyers in such manner that the Party of the First Part shall transfer interest in Project Land to each one of them and the Developer shall transfer the developed units along-with incidental facilities/amenities and realize their respective considerations from the buyers.

(K) The Developer, relying upon the representations made by the Owners, has agreed for development of the Project, as per the plans to be sanctioned by the authorities concerned upon the terms and conditions hereinafter provided.

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

1. INTERPRETATIONS

   a. In this Agreement the following words and expressions shall have the following meanings:

उप पंजीयक, बाड़मेर

For Unique Apex Developers Pvt. Ltd.

Director

हस्ताक्षर फोटो अगूंठा

उक्त श्री / श्रीमती / सुश्री (Executant)
1-BHEEM SINGH/SATIDAN SINGH
Age:55, Caste-RAJPUT
Ocu.-BUSINESS
R/O-BIJRAD TEH. CHOHTAN

2-BHANGWAN SINGH/SANGRAM SINGH
Age:54, Caste-RAJPUT
Ocu.-BUSINESS
R/O-MAHAVIR COLONY UDAIPUR

3-BHUPENDRA SINGH/NARPAT SINGH
Age:53, Caste-RAJPUT
Ocu.-BUSINESS
R/O-MEERA MARG UDAIPUR

ने लेख्यपत्र Agreement of Developer
को पढ़ सुन व समझकर निष्पादन करना स्वीकार किया।

उक्त निष्पादन कर्ता की पहचान
1. श्री / श्रीमती / सुश्री PRAVEEN SINGH
पुत्र / पुत्री / पत्नी श्री BHEEM SINGH उम्र 28 वर्ष
जाति RAJPUT व्यवसाय BUSINESS
निवासी BARMER ने की है जिनके

समस्त हस्ताक्षर एंव अगूंठा के निशान मेरे समक्ष लिये गयें हैं।

(2013008845)
(Agreement of Developer)

उप पंजीयक, BARMER

कार्यालय उप पंजीयक बाड़मेर (राजस्थान)

i. "Effective Date" shall mean the date on which this Agreement is executed by all the Parties;

ii. "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 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;

iii. "Force Majeure" shall mean any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures be prevented or caused to be prevented, and which materially and adversely affects a Party's ability to perform obligations under this Agreement including:

- acts of God i.e. fire, draught, flood, earthquake, epidemics and other natural disasters;
- explosions or accidents, air crashes and shipwrecks;
- strikes, lock-outs, civil disturbances, curfew etc.;
- war or enemy action or terrorist action;
- change in Law, Rules and Regulations, injunctions or stay granted by court of law or interim order by Arbitrator;
- non-availability of building material or water supply or electric power or like; or

उप पंजीयक, बाड़मेर

For Unique Apex Developers Pvt. Ltd.

Director

- any event or circumstances analogous to the foregoing which is beyond the control of the parties.

iv. *"Gross Revenue"* for the purpose of this Agreement shall mean all revenue realized from the said project in any manner whatsoever including the sale of saleable area and/or any interest in the Project and includes any other incidental revenue arising from the project but does not include the Service Tax applicable on the sale of the villas and monies charged from the prospective buyer in lieu of maintenance of the project.

v. *"Date of completion of Project"* shall mean the date when the Architect of the Project certifies that the Project is complete in all respects.

vi. "Law" or "Laws" shall mean and include all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority, tribunal, board, court, and/or another authorities;

vii. "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;

b. Unless the context of this Agreement otherwise requires:

i. Words of any gender are deemed to include those of the other gender;

ii. Words using the singular or plural number also include the plural or singular number, respectively;

iii. 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;

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For Unique Apex Developers Pvt. Ltd.

Director

iv. The term "Clause" refers to the specified Clause of this Agreement;

v. Reference to the word "include" shall be construed without limitation;

vi. The Schedules/Annexure hereto shall constitute an integral part of this Agreement;

vii. The recitals hereto shall constitute an integral part of this agreement;

viii. If any provision in Clause 1(a) 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

ix. 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 novated from time to time in accordance with the provisions; and

c. 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.

d. 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.

2. CONVERSION, PATTA AND MAP APPROVAL

a. The Owners shall be responsible to

i. for obtaining Patta for all the Villas falling under the Project Land at the cost & expenses of the developer. The Patta expenses and lease money shall however be recovered from the prospective buyers of the Villas;

ii. for getting the approach road and constructing a boundary wall around the project land.

b. The Developer shall be responsible

i. for approval of maps in respect of the Project at its own cost & expenses;

ii. for preparation of Layout and Residential plan at its own cost;

iii. to develop the project land into a residential colony comprising of villas.

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For Unique Apex Developers Pvt. Ltd.

Director

3. REPRESENTATIONS, ASSURANCES AND WARRANTIES

a. The Owner hereby represents that the Scheduled Land is free from all Encumbrance, litigation of whatsoever nature, attachment, notice of requisition or acquisition and/or any other liability or liabilities and also undertakes to clear all the disputes or defect in respect of title of the Scheduled Land, if any found, detected or occurs in future, at its own cost and expenses and has agreed to keep the Developer indemnified from and against all damages of any nature that may occur on this account as determined by Arbitrators. In the event of any dispute and/or litigation in respect of title, ownership and/or non-commencement of the Project and/or Court stay on development upon the Scheduled Land, the Owner shall compensate the Developer with amount as decided by the Developer for the loss/damages incurred by the Developer due to the said dispute and/or litigation and/or Court Stay and would be allowed a period of one year from the date of notice of dispute and/or litigation and/or Court Stay thereof to rectify/settle/remove the same at its own cost and expenses with the result that the time duration of completion of the Project as agreed in this Agreement shall be extended for one more year apart from the period for which such dispute and/or litigation subsists accordingly. In any case, however, the Owner shall be liable to pay to the Developer an amount of Rs. 1,50,000/- (Rupees One Lakh Fifty Lakhs Only) on a monthly basis over and above the compensation amount determined by the Developer on account of the defect in the title of the Scheduled Land /delay caused in the development of the Project attributable to defect in title of the Scheduled Land.

b. The Owners hereby agree to keep the title of the Project Land clear and marketable upto and after the complete implementation of this Agreement.

c. From the date of execution of this Agreement the Owners shall not:

   i. Transfer, sell or otherwise dispose off any interest in the Project Land to any other Person or enter into an agreement or similar arrangement with any other Person for the transfer, sale or disposal of any interest in the said Project Land;

   ii. Undertake any activity so that proceedings under any applicable

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For Unique Apex Developers Pvt. Ltd.

Director

Laws, including those pertaining to acquisition, requisition and land ceiling are attracted in respect of the Project Land;

iii. Create now or at any time any Encumbrance on the Project Land;

iv. Issue or grant any option in relation to the Scheduled Land other than as envisaged in this Agreement;

v. Initiate, solicit or consider, whether directly or indirectly, any competitive bids from any Person for the sale of the Project Land;

vi. Disclose any information pertaining to the Project Land or this Agreement to any other Person.

vii. In the event of acquisition of the Scheduled Land or part thereof by the Government (State or Central) or any other Government instrumentality under any law (State or Central) in respect of the Scheduled Land and/or Project, the Owner shall be liable to pay the following to the Developer:

a. The entire Security Deposit with 18% interest and

b. 78% of the compensation received by the Owner in respect of the portion/part of Scheduled Land acquired by the Government (State or Central) or any other Government instrumentality under any law (State or Central) or the expneses/cost incured by the Developer in resepct of the developemnt of the Project uptill the date of such acqusition of the Scheduled Land.

d. 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:

i. Execute and deliver all necessary documents, deeds, agreements, consents and approvals that may be required to give effect to the transactions contemplated under this Agreement; and/or

ii. Pass all necessary resolutions and procure all relevant approvals and consents as may be required, including but not limited to approvals of creditors and, if applicable, any Governmental Authority, to give effect to the transactions contemplated under this Agreement; and/or

iii. Exercise all rights including voting rights to procure that the objectives set out in this Agreement are achieved within the time frame

उप पंजीयक, बाड़मेर

For Unique Apex Developers Pvt. Ltd.

Director

prescribed herein.

c. The Developer and the Owners hereby acknowledge and agree that:

i. The Developer shall be responsible for constructing and developing the Project from its resources and at its cost or expense unless otherwise contemplated in this Agreement.

ii. The Developer shall adhere to plans sanctioned by the relevant Governmental Authority in executing the Project, provided that the Developer shall be entitled to make alterations/ adjustments to the extent permissible under applicable Laws.

iii. The Owners shall extend necessary co-operation to the Developer and do all such acts and deeds as may be required for completion of all formalities concerning the development of the Project upon the Project Land.

iv. The Owners recognize and acknowledge that the Developer is making substantial investments in the Project on the basis of representations, undertakings, assurances and warranties of the Owners.

v. The Owners shall not commit any act, deed or omission that may have the effect of canceling or revoking the Power of Attorney executed pursuant to this Agreement, or in any manner prejudicing or affecting the power/authority vested in the Developer pursuant to such Power of Attorney.

vi. The Owners 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 development of the Project or which either renders the Developer incapable of performing its obligations under the Agreement or increases the burden of the Developer in performing its obligations under this Agreement, or which adversely affects the Project. Without prejudice to the generality of the above, the Owners shall not enter into any agreement, understanding or arrangement with any Person (other than with the Developer as set out herein) concerning the Project Land or alienate the Project Land.

vii. The Owners shall hand over the certified true copies of title deeds of the Project Land to the Developer.

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For Unique Apex Developers Pvt. Ltd.

Director

4. DEVELOPMENT WORK

a. The Owners hereby permit the Developer to enter upon the Project Land immediately upon the execution of this Agreement and to carry the development of the Project upon the Project Land as per the rules and regulations of the various authorities concerned applicable in the area and as per the plan sanctioned by the authorities concerned. This Agreement shall be considered as irrevocable license granted by the Owners in favour of the Developer to enter upon the Project Land for the purpose of development of the Project or other incidental works and to allow other agencies/persons to do so. However, this shall not be considered as the possession u/s. 53A of the Transfer of Property Act, 1882 or under any other provisions of any law. 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. The 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. The Owner have executed Power of Attorney in favour of the Developer authorising it to obtain all the requisite permissions, sanctions, licenses and approvals from various authorities (local, state and central) as may be considered necessary, to develop the Project upon the Scheduled Land and for all other incidental work relating to the development of the Project.

b. The Developer shall develop the Project upon the Project Land as per the norms of Government after obtaining all requisite approvals, sanctions and permissions from competent authority (Central, State or local) solely at the cost and expense of the Developer, except as provided otherwise in this Agreement. The decision of the Developer in respect of the construction and development of the Project shall be final and binding. However, any major change in the Maps/plans in respect of the Project shall be done by mutual consent of the Parties.

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For Unique Apex Developers Pvt. Ltd.

Director

c. The Developer shall develop the Project at its own cost & expenses and the Project shall essentially be made uniform as regards to the quality of construction, development and materials used. The Developer shall appoint architects, engineers, contractors and other staff necessary to develop the Project at its own cost and all liabilities in respect of such architects, engineers, contractors and other staff under the provisions of any Statute such as labour laws, P.F., E.S.I. workmen, compensation etc. shall be exclusively borne by the Developer.

d. The development of the Project shall be carried out in phases commensurate with the sales after consultation with the Owner. However, the decision of the Developer in this respect shall be final and binding.

e. Subject to Force Majeure and/or any dispute /Court Stay/ Litigation/ attachment in respect of the Project Land, the Developer shall complete the development of the Project within a period of 36 months from the date of commencement of development work. Further, the Developer shall be entitled to get 6 months grace period if development work remains incomplete on conclusion of specified 36 months duration. If the construction work is not completed within a specified period of 42 months subject to any delay caused due to any event falling within the purview of Force Majeure or due to any dispute/Court Stay/litigation in respect of the Scheduled Land then the developer will be liable to pay a sum of Rs. 1,50,000/- (Rupees One Lakh Fifty Lakhs only) per month as against the penalty and damages to the Owner.

f. It is decided by the Parties hereto that the name of the Project shall be determined by the Developer. The name of the Project must have word *"Sanchal"* in it.

g. The Developer shall be entitled to avail Loan facility from any Bank/ Financial Institutions for development of the Project at its own level without mortgaging/hypothecating the said Project Land. However, the prospective buyer(s) shall be entitled to avail loan facility by way of creating security interest in the Villas/units agreed to be purchased by such prospective

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For Unique Apex Developers Pvt. Ltd.

Director

buyer(s). The Developer is allowed to avail loan over its realized allocation in the project but in such case the availed loan can only be used for the development work of this Project.

5. ALLOCATION

a. The substance of this Agreement is that the Owners shall remain the Owners of Project Land and the Developer shall remain the Owners of the development upon the Project Land during the development period and the Owners and the Developer are collaborating with each other in such a manner that they together dispose-off their respective rights (Owners: Project Land and Developer: Development) so that the third parties get the developed Villas/units in the Project.

b. As a consideration for transfer of proportionate rights in the Project Land by the Owners in favour of buyer(s) of the /Villas, the Owners shall be entitled to 22% of the Gross Revenue from the Project realized during the period of development of the Project (hereinafter referred to as the *"Owners' Allocation"*). Correspondingly, as a consideration for transferring the proportionate rights in development upon the Project Land by the Developer in favour of buyer(s) of the villas/units in the Project, the Developer shall be entitled to remaining amount of Gross Revenue after setting apart the Owners' Allocation i.e. 78% of the Gross Revenue from the Project (hereinafter referred to as the *"Developer's Allocation"*).

c. The Owners and the Developer shall share and distribute the Gross Revenue in the following manner:

   i. The Owners and the Developer shall, within a period of 30 days from the date of this Agreement; open in their joint names a bank account with any bank which the Parties may deem fit (Hereinafter referred to as the *"Escrow account".)*

   ii. The Gross Revenue received from the buyers shall be duly deposited without fail into the said Escrow account only. This shall be a 'deposit only' account and Parties shall not be entitled to make any withdrawals therefrom.

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For Unique Apex Developers Pvt. Ltd.

Director

iii. Simultaneous with the opening of such Escrow account; the Owners and the Developer shall give a detailed irrevocable mandate to the said bank, to bifurcate and deposit all such receipts into two separate accounts opened in the name of Owners and the Developer in the proportion of 22%:78% respectively i.e. 22% in the account of the Owners (*"Owners' Account"*), and 78% in the account of the Developer (*"Developer's Account"*) during the development of the Project.

iv. The bank shall be required to bifurcate & deposit the monies from the Escrow account into the Developer's Account, and the Owners' Account in the following manner:

a. All bifurcation shall take place on weekly basis.

b. The Owners and the Developer shall be entitled to withdraw their share of such receipts from the said designated accounts at any time after the first bifurcation. It is expressly confirmed by the Owners and the Developer that all deposits into such 2 designated accounts shall always be simultaneous and shall belong to each recipient alone.

d. It is agreed by the Parties that the after completion of the Project if villas/units remains unsold then the parties shall earmark all unsold saleable area in the Project in ratio and proportion stipulated hereinabove within 30 days on one by one basis from the date of completion of the Project After such earmarking, the terms Owners' Allocation and the Developer's Allocation shall mean collectively the amount credited in their respective accounts and the residential villas earmarked for Owners and the Developer after completion of the Project. The area which cannot be divided proportionately shall be bought by the Developer at its option at the prevailing market price. If the Developer is not interested to buy such area, then the Owners, if interested, shall buy the Developer's share at the prevailing market price. If neither party is interested in buying such area, then such area shall be kept jointly by both Parties and if this is not possible/agreed, then both the parties can jointly sell this area to outside/third party at prevailing market price, and the proceeds thereof shall be shared in the ratio mentioned in this cause. The area so allocated shall be described in more detail in the plans of the Project and shall be earmarked by both the Parties upon finalization of maps. The areas so

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specified going to the share of each party shall simultaneously vest in the Owners and the Developer respectively for all intents and purpose i.e. for sale, lease or disposal in the manner as they like. Recovery from sale of common/undivided share shall be divided in their respective ratio. After the earmarking of the area the Owners is free to sell the area falling in its allocation subject of first right of refusal reserved in favour of Developer.

e. That considering the experience, networking and the marketing resources of the Developer, the Owners have requested the Developer to sell the whole Project. The Developer has agreed to the same without any separate charge/commission as a goodwill gesture. The Brokerage on Owner's Allocation shall be borne by the Owners on actual basis.

f. The Owners shall, without prejudice to its other obligations, co-operate with and support the Developer fully, and have executed and delivered the "Power of Attorney" at the time of signing of 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 agreements to sell in respect of Villas/ units in the Project with such persons and on such terms & conditions as the said attorney may think fit and proper but subject to the conditions contained in the said Agreement.

   ii. To determine, negotiate, finalize and modify the terms & conditions of the booking and agreement to sell of the villas in the Project including the terms related to the consequences of delay, levy of interest, interest rates on delay of payment by the prospective buyer(s), waiving off of such interest, cancellation of booking, re-allotment of residential units/built up areas/villas in the Project and to initiate and defend any legal proceedings against and by the buyer(s) in the Project, at Developer's sole discretion and without any interference from the Owners or any person claiming under the authority of the Owners.

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For Unique Apex Developers Pvt. Ltd.

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iii. To accept any/all advances/monies/consideration or other payments in respect of the residential villas/units in the Project on such terms and for such consideration as the Developer may think fit and proper and to do all things necessary in relation thereto.

iv. To present the documents for registration and admit the execution of such documents before the appropriate authority and in case, the Owners are required to sign on the sale deed of, it shall, also sign on the papers of such deed when requested by the Developer.

v. To sign on the sale deeds for the sale of villas of the Project with each purchaser on behalf of the Owners.

vi. To do all other acts, deeds and things that is incidental or ancillary to or necessary in respect of the above mentioned in accordance with this Agreement.

6. SECURITY DEPOSIT

a. The Developer has paid a sum of Rs 1,01,00,000/- (Rupees One Crore One Lakh only) towards interest free refundable Security Deposit (hereinafter referred to as *"Security Deposit"*) to the Owners in the following manner:

S. No.	Amount	Particulars
1	Rs. 31,66,666/-	Paid to Shri Bhupendra Singh Ji vide • RTGS dated 24/11/2012 amounting to Rs. 16,66,666/-. • RTGS dated 07/01/2013 amounting to Rs. 15,00,000/-.
2	Rs. 37,66,667/-	Paid to Shri Bheem Singh Ji vide • RTGS dated 02/10/2012 amounting to Rs. 21,00,000/-. • RTGS dated 23/11/2012 amounting to Rs: 16,66,667/-.
3.	Rs. 31,66,667/-	Paid to Shri Bhagwan Singh Ji vide • RTGS dated 23/11/2012 amounting to Rs. 16,66,667/-. • RTGS dated 07/01/2013 amounting to Rs. 15,00,000/-.
Total	Rs. 1,01,00,000/- (Rupees One Crore One Lakh Only)	

b. That the Security Deposit shall be refunded by the Owners to the Developer at the completion of the Project.

c. The Developer shall be entitled to notify the banker to withhold the share of Owners' in the credit of proceeds in the Escrow Account in respect of 10 units out of the Project, these units will be earmarked at the time of Map Approval

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Director

(hereinafter referred to as *"Secured Area"*) until refund of Security Deposit by the Owners to the Developer. Once the Developer acknowledges such refund by the Owners then the Banker shall credit the Owners' share in respect of the proceeds of the Secured Area to the Owners' Account. However, the Developer's share in respect of the proceeds of the Secured Area shall be credited immediately to the Developer's Account. In case the Owners fail to refund the Security Deposit within 30 days from the date of notice of the Developer of completion of the Project, the Developer shall be entitled to notify the Banker to deposit the proceeds in respect of the Secured Area from the Escrow account to the Developer's Account.

7. TAXES, RATES AND CESS

a. That the Owners shall bear and pay all taxes, cesses, rates, water and electricity bills which have accrued or may accrue in respect of the Project Land up to handing over of possession of the Project Land, whether due to Central Government or State Government or any local authority and if the Developer is required to pay any such sum after taking possession of the Project Land, the Owners shall reimburse the same to the Developer and further, the Owners shall keep and hold the Developer indemnified against all/any losses/damages caused to the Developer due to the non-payment of such taxes by the Owners. However, after actual delivery of possession, the Owners and the Developer shall bear all outgoings and taxes (except as agreed to be borne by the Developer in these presents) in the proportion stipulated in Clause 5 except water and electricity bills which shall be borne solely by the Developer during the period of construction.

b. Any tax, cess liability applicable in respect of the Project, development of the Project Land, sale of villas and any matter related thereto shall be borne and paid by the Developer and Owners in their respective sharing ratios. The Developer shall be if permissible under applicable law, entitled to recover such taxes, cess etc. from the buyers of villas in the Project for his share of taxes.

c. Further the Land Owners shall bear the taxes applicable, if any, in respect of the Developed area received under this Development Agreement. Further

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Director

any Service Tax, Sales Tax, Value Added Tax, GST, etc if any shall be borne in respective ratios by the parties.

d. 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.

e. Both the parties shall bear Service Tax for their respective share. However, the Developer shall be responsible to collect service tax directly from the prospective buyer(s) in a separate account which will be in the name of both the parties and further Developer must deposit the Service Tax with the concerned government department and give the acknowledgement to the Owners in this regard. In case of exercise of option of crystallization by the Owners then the service tax liability of the Owners' allocation if any will be borne by the Owners only.

8. HOARDINGS AND SIGNAGE

a. Immediately after execution of this Agreement, the Developer shall be free to set up site office, put up the hoardings/boards, bring out brochures and commence the marketing of the proposed Project from the date of execution of this Agreement. The Developer shall be free to advertise the Project in whatsoever manner and name the Developer deems fit and necessary, as and when required, at his own cost and expenses.

b. The Developer shall be entitled to display the board/hoardings of its group companies at the site of the Project/Project Land, as the case may be, after the execution of this Agreement till the date of completion of the Project and thereafter on any portion of the developed Project.

c. After completion of the Project, any revenue/income generated by setting up of hoardings and/or advertisements in the common area of the Project or any other revenue from the Project other then the revenue from the sale, lease or otherwise disposal of the units/areas/floors in the Party of the First Part's

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For Unique Apex Developers Pvt. Ltd.

Director

Allocation, such revenue/income shall be shared in the ratio of 78% to the Developer and 22% to the Owners.

9. TERMINATION

a. In the event of:

i. failure on the part of Party of the First Part to settle the dispute /litigation in respect of title, ownership and/or non-commencement of the Project and/or to remove the Court Stay on development upon the Scheduled Land within the period of one year from the date of notice of such dispute/litigation/Court Stay to settle/remove the same, the Party of the Second Part shall be entitled to terminate this Agreement which termination shall be without prejudice to all other rights and remedies available to the Party of the Second Part under this Agreement or any other agreement or under the process of law or equity; and/or

ii. breach by the Party of the First Part of any other representations, warranties and/or obligations under this Agreement, the Party of the Second Part shall issue a written notice of 7 days to the Party of the First Part for rectification of such breach/default. In the event of failure on the part of the Party of the First Part in rectifying such breach/default;

the Party of the Second Part shall be entitled to terminate this Agreement, which termination shall be without prejudice to all other rights and remedies available to the Party of the Second Part under this Agreement or any other agreement or under the process of law or equity.

b. In the event of termination of this Agreement by the Developer in accordance with this Agreement,

i. the Owners shall be liable to refund the entire Security Deposit along with interest @ 18% p.a. from the date of payment of Security Deposit to the Developer and

ii. the Owners shall be liable to reimburse to the Developer all the costs/expenses incurred by the Developer till termination on the development of the Project alongwith interest @ 18% p.a .

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For Unique Apex Developers Pvt. Ltd.

Director

iii. The Owners shall be liable to reimburse the amount so received from third parties in their respective ratio in the event of termination.

c. In case the Owners are unable to pay to the Developer the entire amount specified in Clause 9(b) of this Agreement, the Owners shall be liable to pay the same out of the sale proceeds received by selling the development on the Project Land/Project Land as the case may be to a third party. The Developer shall be entitled to continue to hold possession of the Project Land uptill complete recovery of the amount of liquidated damages, Security Deposit and the expenses/cost as stated in Clause 9(b) and/or any other Clause of this Agreement.

d. The Party of the First Part shall not be entitled to change, modify, revoke, terminate or cancel this Agreement for any reason or on any ground.

10. MISCELLENEOUS

a. If the Project could not be undertaken due to Force Majeure then no party shall claim any loss for expenses incurred and this agreement shall come to an end.

b. The Owners shall be jointly and severally liable to fulfill the obligations of the Owners under this Agreement.

c. The Developer and the Owners have entered into this Agreement on Principal to Principal basis only and nothing contained herein shall be deemed or construed as constituting a service contract or a partnership or sale or transfer or property between the Developer and the Owners or as a joint venture between the Developer and the Owners nor shall the Developer and the Owners in any manner constitute an association of persons.

d. The correspondence between both the Parties shall be addressed to the address mentioned on the Page No. 1 of this Agreement as registered office address. If in future there are any changes in the address as mentioned, either party has to inform to other about the changes within seven days of such changes under Registered Post.

e. All the terms and conditions of this agreement shall be applicable to all the legal heirs, Legal representatives, Directors, Shareholders, agents, attorneys of both the parties.

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For Unique Apex Developers Pvt. Ltd.

Director

f. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes prior negotiations, representations, or agreements, either written or oral. In case of any inconsistency, contradiction between the text of this agreement and any other writing or negotiations, the text of this agreement shall prevail upon the latter.

g. 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.

h. 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.

i. The cost of stamp duty and registration charges of this Agreement shall be borne by the Developer and Owners in their respective sharing ratio.

j. This Agreement is subject to the Jurisdiction of Jodhpur bench of Hon'ble Rajasthan High Court or any subordinate courts at Barmer only.

k. 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, 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 a sole arbitrator to be appointed by mutual consent of the Parties, who shall resolve the dispute in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the *"Arbitration Act"*). The decision of the Arbitrator shall be final and binding upon the parties. The venue of arbitration proceedings shall be Jaipur. The language of the arbitration proceedings and the award shall be English. The cost of Arbitrator appointed and other costs of arbitration shall be borne by the parties in equal proportions.

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For Unique Apex Developers Pvt. Ltd.

Director

SCHEDULE "A"
Description of Schedule AB Land

All that piece of land lying in Khasra No. 2496/4 admeasuring 4856.22 square meters which is bounded and butted by:

Noth	:	Khasra No. 03
South	:	Road 40 Feet towards Mahabar Village
East	:	Converted Residential Colony of Khasra No. 261/04
West	:	Land of Khasra No. 2494/04

SCHEDULE "B"
Description of Schedule AB Land

All that piece of land lying in Khasra No. 2496/4 admeasuring 26871.08 square meters which is bounded and butted by:

Noth	:	Khasra No. 03
South	:	Road 40 Feet towards Mahabar Village
East	:	Converted Residential Colony of Khasra No. 261/04
West	:	Land of Khasra No. 2494/04

SCHEDULE "C"
Description of Schedule C Land

All that piece of land lying in Khasra No. 2497/4 admeasuring 14892.28 square meters which is bounded and butted by:

Noth	:	Another Khasra No. 03
South	:	Road 50 Feet towards Mahabar Village
East	:	Land of Khasra No. 251/04
West	:	Land of Khasra No. 2494/04

For Unique Apex Developers Pvt. Ltd.

Director

कार्यालय उप पंजीयक बाड़मेर (राजस्थान)

उप पंजीयक, बाड़मेर

For Unique Apex Developers Pvt. Ltd.

Director

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

Mr. Bheem Singh Sodha | Mr. Bhupendra Singh Chouhan | Mr. Bhagwan Singh Bhati

(The Owners)

For Unique Apex Developers Pvt. Ltd.

For Unique Apex Developers Pvt. Ltd.
Shri Vibhishek Pal Singh
Developer

WITNESSES;

1. _____

उप पंजीयक, बाड़मेर

2. _____

धारा 54 के तहत प्रमाण–पत्र
प्रमाणित किया जाता है कि इस विक्रय पत्र
की मालियत रूपये 27698200
मानते हुए इस पर देय कमी मुद्रांक
राशि 276890 पर कमी पंजीयन शुल्क
रूपये 50000 कुल रूपये 354890
जरिये रसीद संख्या 2013008781 दिनांक 07/05/2013
में जमा किये गये है।
अतः दस्तावेज को रूपये 276982
के मुद्रांकों पर निष्पादित माना जाता है।

(2013008845) उप पंजीयक, BARMER
(Agreement of Developer)

आज दिनांक 07/05/2013 को
पुस्तक संख्या 1 जिल्द संख्या 475
में पृष्ठ संख्या 171 क्रम संख्या 2013007309 पर
पंजिबद्ध किया गया तथा अतिरिक्त
पुस्तक संख्या 1 जिल्द संख्या 1194
के पृष्ठ संख्या 101 से 126 पर
चस्पा किया गया।

(2013008845) उप पंजीयक, BARMER
(Agreement of Developer)

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

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

Print Date : 06-09-2021 12:36 PM

Fee Receipt No	:	202102078008963	Receipt Date	:	06/09/2021
Name	:	UNIQUE APEX DEVEPLOPER PVT LTD TH BALJEET SINGH,	Document S. No.	:	202101078008836
Address	:	H122 ,GYAN MARAG TILAK NAGAR ,JAIPUR ,JAIPUR			
Document Type	:	Supplementary Deed/Correction Deed			
Face Value	:	₹ 0	Evaluated Value	:	₹ 0

Ord-Registration Fee	:	₹ 200	Fee for Memorandum Us_64_67	:	₹
CSI	:	₹ 200	Certified copying fees Us_57	:	₹ 0
Stamp (Memorandum)	:	₹	Reg (memorandum)	:	₹
Surcharge	:	₹ 150	Stamp Duty	:	₹ 500
Penalty	:	₹ 0	Inspection fee	:	₹ 0
Us_25_34	:	₹ 0	Commission	:	₹ 0
Custody	:	₹	Others	:	₹ 0
			Cash Amount Received	:	**₹ 0**
			Other than Cash	:	**₹ 1050**
			Total Amount	:	**₹ 1050**

Mode of Payment (#Mode Number Amount #)

e-Gras Challan 53229210 ₹ 920 # Stamp N.A. ₹ 130

Signature of presenter or applicant for copy or Search certificate

Cashier

Signature of recipient and date of return receipt

SUB-REGISTRAR

GSM CamScanner(Make in India)

26 AUG 2021

भारतीय गैर न्यायिक

एक सौ रुपये Rs. 100

रु. 100 ONE HUNDRED RUPEES

सत्यमेव जयते

भारत INDIA

INDIA NON JUDICIAL

राजस्थान RAJASTHAN

AZ 405105

(Bhim Singh Sodha) (Bhupendra Singh Chouhan) (Bhagwan Singh Bhati) (Unique Apex Developers)

RECTIFICATION DEED

This **DEED OF RECTIFICATION** is executed at BARMER on this 06 the day of 09- 2021,

By

1.1 Sh. Bhim Singh Sodha (Aadhar No. 6167. [redacted] S/o Sh. Satidan Singh Sodha, aged about 60 years, R/o Krishna Vatika Ke Samne, Hotel Sanchan Port, Mahabar, Barmer, Rajasthan-344001 (PAN No. APNPS3680L) [hereinafter referred to as "**Land Owner No. 1**", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his legal successor(s), administrator(s), executor(s) & permitted assignee(s)],

For Unique Apex Developers LLP

Authorized Signatory

(Bhim Singh Sodha) (Bhupendra Singh Chouhan) (Bhagwan Singh Bhati) (Unique Apex Developers)

उप पंजीयक, बाड़मेर

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1.2 **Sh. Bhupendra Singh Chouhan** (Aadhar No. 6763 [redacted] S/o Sh. Narpat Singh Chouhan, aged about 48 years, R/o 6, Meera Marg, Sardarpura, Girwa, Shastri Circle, Udaipur, Rajasthan-313001 (PAN No. ABUPC8479Q) [hereinafter referred to as **"Land Owner No. 2"**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his legal successor(s), administrator(s), executor(s) & permitted assignee(s)];

1.3 **Sh. Bhagwan Singh Bhati** (Aadhar No. 7491 [redacted]) S/o Sh. Sangram Singh Bhati, aged about 59 years, R/o 35-C Block, Haveli Mohi, Shikarwadi, Govardhan Villas, Saweena, Udaipur, Rajasthan-313002 (PAN No. AEAPB4273Q) [hereinafter referred to as **"Land Owner No. 3"**, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his legal successor(s), administrator(s), executor(s) & permitted assignee(s)];

The Land Owner No. 1 to Land Owner No. 3 shall hereinafter collectively be referred to as "**Rectifiers/Land Owners**" or "**Party of the First Part**".

AND

Unique Apex Developers LLP (LLPIN: AAC-2473), a LLP incorporated under the laws of India, having its registered office at 4th Floor, Unique Destination, Opp. Laxmi Mandir Crossing, Tonk Road, Jaipur (PAN: AADFU9215E) acting through its Authorized Representative Shri Baljeet Singh (Aadhar No. 3074-2298-0137) duly authorized vide its Letter of Authority by its Designated Partners dated 31.08.2021 [hereinafter referred to as **"Developer" or "Party of the Other Part"**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor(s) and permitted assign(s)].

For Unique Apex Developers LLP

Authorized Signatory

(Bhim Singh Sodha) (Bhupendra Singh Chouhan) (Bhagwan Singh Bhati) (Unique Apex Developers)

उप पंजीयक, बाड़मेर

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क्रमांक न 1368 दिनांक 06/09/21

नाम श्री Bhim Singh Sodha

नाम पिता Sitadan Singh Sodha

जाति Rajput 60 निवासी Mahapar Barmer

हल Self वास्ते Deed of Correction/Rectification

राजस्थान स्टाम्प अधिनियम, 1998 के अन्तर्गत स्टाम्प राशि पर प्रभारित अधिभार

1. आधारभूत अवसंरचना सुविधाओं हेतु (धारा 3-क) – 10 प्रतिशत रुपये 10

2. गाय और उसकी नस्ल के संरक्षण, संवर्धन हेतु (धारा 3-ख)/ प्राकृतिक आपदाओं एवं संकट, अन्य आपदाओं के निवारण हेतु – 20 प्रतिशत रुपये 20

कुल योग 30

कोषाधिकारी स्टाम्प बाड़मेर

शंकरलाल परमार
ला. न. 3/2011
स्टाम्प विक्रेता
कचहरी परिसर, बाड़मेर

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WHEREAS by virtue of Development Agreement dated 07.05.2013 (hereafter referred as "the Principal Agreement") registered with the office of Sub-Registrar, Barmer Dated 07.05.2013 at Book No. 1, Volume No. 475, Serial No. 2103007309, Page No. 171 and at additional Book No. 1, Volume No. 1194 at Page No. 101-126 whereby, the Party of the First Part authorises the Party of the Other Part to develop a Affordable Housing Project over the Project Land after obtaining all the permissions, approvals, NOC's, etc. as may be required under the Applicable Laws which is the joint responsibility of both the Parties.

WHEREAS the Party of the First Part has later realized after due verification that there has been typographical error in the land measurements of the Project Land as mentioned in the "Schedule-A", "Schedule-B" and "Schedule-C", appearing at Page No. 22 of the Principal Agreement.

WHEREAS after mutual discussions the Parties to the Development Agreement dated 07.05.2013 have agreed to rectify the said Development Agreement dated 07.05.2013 to the extent of measurements of the Project Land appearing at Page No. 22 w.r.t. the "Schedule-A", "Schedule-B" and "Schedule-C" of the Principal Agreement.

NOW THIS DEED OF RECTIFICATION WITNESSES AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

- That in the Principal Agreement in Schedule A, Schedule B and Schedule C appearing at page No. 22 the land measurement of the Project Land conveyed is wrongly typed as provided below in the Schedule of the Property (as in the Principal Agreement) which is being rectified by the Schedule of the Property (as rectified by this Rectification Deed) as being provided below in this Deed of Rectification.

For Unique Apex Developers LLP

Authorized Signatory

(Bhim Singh Sodha) (Bhupendra Singh Chouhan) (Bhagwan Singh Bhati) (Unique Apex Developers)

उप पंजीयक, बाड़मेर

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Presentation Endorsement

आज दिनांक 06 माह 09 सन् 2021 को 12:26 PM बजे
श्री/श्रीमती/सुश्री BHEEM SINGH SODHA पुत्र/पुत्री/पत्नि श्री SATI DAN SINGH SODHA
उम्र 60 वर्ष, जाति 0-RAJPUT , व्यवसाय Business
निवासी House No.:0, Colony: BARMER, Area: KRISHANA VATIKA KE SAMNE SANCHAL FORT MAHABAR BARMER, City: BARMER, Pin code: 344001, District: BARMER, State: RAJASTHAN
ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

हस्ताक्षर प्रस्तुतकर्ता
202101078008836

हस्ताक्षर उप पंजीयक,
BARMER

Supplementary Deed/Correction Deed

Fees Receipt Endorsement

रसीद नं.	202102078008963
दिनांक	06-09-2021
पंजीयन शुल्क ₹	200
प्रतिलिपि शुल्क ₹	0
पृष्ठांकन शुल्क ₹	200
अन्य शुल्क ₹	0
कमी स्टाम्प शुल्क ₹	500
कमी सरचार्ज शुल्क ₹	150
कुल योग	1050

202101078008836

उप पंजीयक, BARMER

Supplementary Deed/Correction Deed

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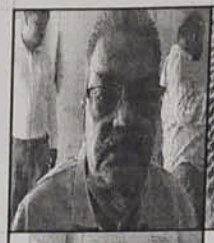
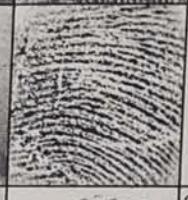
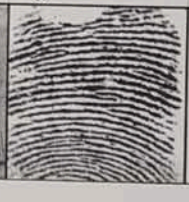
Endorsement of Execution

अनु क्र.	पक्षकारों का नाम व पता	छायाचित्र	अंगूठा	पक्षकारों का प्रकार
1	श्री/श्रीमती/सुश्री BHAGWAN SINGH BHATI, पुत्र/पुत्री/पत्नि श्री SANGRAM SINGH BHATI, व्यवसाय Businessजाति 0-RAJPUT House No.:35 C, Colony: BLOCK, Area: HAVELI MOHI SHIKARWADI GORDHAN VILAS SAWEENA UDAIPUIR, City: UDAIPUR, Pin code: 313002, District: UDAIPUR, State: RAJASTHAN			Executant Age : 59 Signature :
2	श्री/श्रीमती/सुश्री BHUPENDRA SINGH CHOUHAN, पुत्र/पुत्री/पत्नि श्री NARPAT SINGH CHOUHAN, व्यवसाय Businessजाति 0-RAJPUT House No.:0, Colony: 6 MEERA MARAG, Area: SARDARPURA GIRVA, SHASTRI CIRCLE UDAIPUR, City: UDAIPUR, Pin code: 313001, District: UDAIPUR, State: RAJASTHAN			Executant Age : 48 Signature :
3	श्री/श्रीमती/सुश्री BHEEM SINGH SODHA, पुत्र/पुत्री/पत्नि श्री SATI DAN SINGH SODHA, व्यवसाय Businessजाति 0-RAJPUT House No.:0, Colony: BARMER, Area: KRISHANA VATIKA KE SAMNE SANCHAL FORT MAHABAR BARMER, City: BARMER, Pin code: 344001, District: BARMER, State: RAJASTHAN			Executant Age : 60 Signature :
4	श्री/श्रीमती/सुश्री UNIQUE APEX DEVEPLOPER PVT LTD TH BALJEET SINGH, पुत्र/पुत्री/पत्नि श्री KASHMEER SINGH, व्यवसाय Businessजाति 0-SIKH House No.:H122, Colony: GYAN MARAG TILAK NAGAR, Area: BAL NAGAR BPL GODAM KE PICHHE LUNIYA WAS JAIPUR, City: JAIPUR, Pin code: 302003, District: JAIPUR, State: RAJASTHAN			Claimant Age : 31 Signature :

ने लेख्यपत्र Supplementary Deed/Correction Deed को पढ़ सुन व समझकर निष्पादन करना स्वीकार किया ।

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

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

अनु क्र.	गवाहों का नाम व पता	छायाचित्र	अंगूठा	हस्ताक्षर
1	Name: श्री/श्रीमती/सुश्री DHANPAT SINGH, पुत्र/पुत्री/पत्नि श्री BHEEM SINGH जाति RAJPUT Age: 42 Add: House No.:0, Colony: 0, Area: SACHAL FORT MAHABAR, City: BARMER, Pin code: 344001, District: BARMER, State: RAJASTHAN			Signature

उप पंजीयक, बाड़मेर

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- That as rectified as aforesaid, the Principal Agreement shall remain in full force and effect.
- That no consideration has been received by the RECTIFIERS/LAND OWNERS for executing this Deed of Rectification.
- Now, as per the above arrangement of rectification, if from now on, if any liability incurs to the extent of such rectification, then that shall be the responsibility of the Land Owners only, for which the Land Owners have given their express consent.
- Further, in view of the above arrangement of rectification, the following clauses of the principal agreement (i.e. Development Agreement dated 07.05.2013) shall cease to exist with immediate effect:
  - Clause (E), on page 3 of the Development Agreement dated 07.05.2013.
- Now, the rectified schedule of property is written below:

SCHEDULE OF PROPERTY

(As in the Principal Agreement)

SCHEDULE "A"

Description of Schedule AB Land

All that piece of land lying in Khasra No. 2496/4 admeasuring 4856.22 square meters which is bounded and butted by:

North: Kasra No. 3

South: Road 40 Feet towards Mahabar Village

East: Converted Residential Colony of Khasra No. 261/4

West: Land of Khasra No. 2494/4

For Unique Apex Developers LLP

Authorized Signatory

(Bhim Singh Sodha) (Bhupendra Singh Chouhan) (Bhagwan Singh Bhati) (Unique Apex Developers)

उप पंजीयक, बाड़मेर

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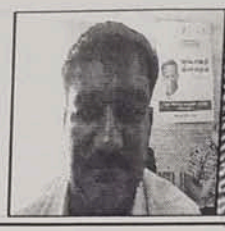
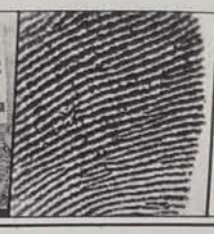
2 Name: श्री/श्रीमती/सुश्री MAHENDRA SINGH , पुत्र/पुत्री/पत्नि श्री VEER SINGH JI जाति RAJPUT
Age: 33
Add: House No.:0, Colony: RAMSAR , Area: HATHMA , City: BARMER, Pin code: 344001, District: BARMER, State: RAJASTHAN





Signature

202101078008836

उप पंजीयक, BARMER

Supplementary Deed/Correction Deed

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SCHEDULE "B"

Description of Schedule AB Land

All that piece of land lying in Khasra No. 2496/4 admeasuring 26871.08 square meters which is bounded and butted by:

North: Kasra No. 3

South: Road 40 Feet towards Mahabar Village

East: Converted Residential Colony of Khasra No. 261/4

West: Land of Khasra No. 2494/4

SCHEDULE "C"

Description of Schedule C Land

All that piece of land lying in Khasra No. 2497/4 admeasuring 14892.28 square meters which is bounded and butted by:

North: Another Kasra No. 3

South: Road 50 Feet towards Mahabar Village

East: Land of Khasra No. 251/4

West: Land of Khasra No. 2494/4

SCHEDULE OF PROPERTY
(Rectified by this Rectification Deed)

SCHEDULE "A"

Description of Schedule AB Land

All that piece of land lying in Khasra No. 2496/4 admeasuring 4856.22 square meters which is bounded and butted by:

North: Kasra No. 3

South: Road 40 Feet towards Mahabar Village

East: Converted Residential Colony of Khasra No. 2610/4

West: Land of Khasra No. 2494/4

For Unique Apex Developers LLP
Authorized Signatory

(Bhim Singh Sodha) (Bhupendra Singh Chouhan) (Bhagwan Singh Bhati) (Unique Apex Developers)

उप पंजीयक, बाड़मेर

GSM CamScanner(Make in India)

WITNESSES:

1. धनपतसिंह पुत्र श्री भीमसिंह जी उम्र 38 वर्ष जाति राजपूत निवासी सांचल फोर्ट – महाबार बाड़मेर तहसील जिला बाड़मेर

2. महेन्द्रसिंह पुत्र श्री वीरसिंह जी उम्र 33 वर्ष जाति राजपुत निवासी हाथमा तहसील रामसर जिला बाड़मेर बाड़मेर

उप पंजीयक, बाड़मेर

कार्यालय उप पंजीयक बाड़मेर (राजस्थान)

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SCHEDULE "B"

Description of Schedule AB Land

All that piece of land lying in Khasra No. 2610/4 admeasuring 26871.08 square meters which is bounded and butted by:

North: Kasra No. 3

South: Road 40 Feet towards Mahabar Village

East: Converted Residential Colony of Khasra No. 2497/4

West: Land of Khasra No. 2496/4

SCHEDULE "C"

Description of Schedule C Land

Land lying in Khasra No. 2497/4 to the extent of land admeasuring 8781.04 square meters which is bounded and butted by:

North: Another Kasra No. 3

South: Road 40 Feet towards Mahabar Village

East: Remaining Land of Khasra No. 2497/4

West: Land of Khasra No. 2610/4

IN WITNESS WHEREOF the **RECTIFIERS and** the **DEVELOPER** have set their hands and Signatures on the day, month and year first above written in the presence of

RECTIFIERS

DEVELOPER

For Unique Apex Developers LLP

Authorized Signatory

Bhim Singh Sodha LLP

Unique Apex Developers

Bhupendra Singh Chouhan

Bhagwan Singh Bhati

उप पंजीयक, बाड़मेर

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Under 54 Endorsement

धारा 54 के तहत प्रमाण-पत्र प्रमाणित किया जाता है कि इस लेख पत्र की मालियत रू 0 मानते हुए इस पर देय कमी मुद्रांक राशि रू 500 पर कमी पंजीयन शुल्क रू 200, सरचार्ज राशि 150 कुल रू 850 रसीद संख्या 202102078008963 दिनांक 06-09-2021 में जमा किये गये है।

अतः दस्तावेज को रू 500 के मुद्रांकों पर निष्पादित माना जाता है।

202101078008836

उप पंजीयक, BARMER

Supplementary Deed/Correction Deed

Registration Endorsement

आज दिनांक 06/09/2021 को
पुस्तक संख्या 1 जिल्द संख्या 656 में
पृष्ठ संख्या 63 क्रम संख्या 202103078103540 पर पंजीबद्ध किया गया तथा
अतिरिक्त पुस्तक संख्या 1 जिल्द संख्या 1915 के
पृष्ठ संख्या 428 से 441 पर चस्पा किया गया।

202101078008836

उप पंजीयक, BARMER

Supplementary Deed/Correction Deed

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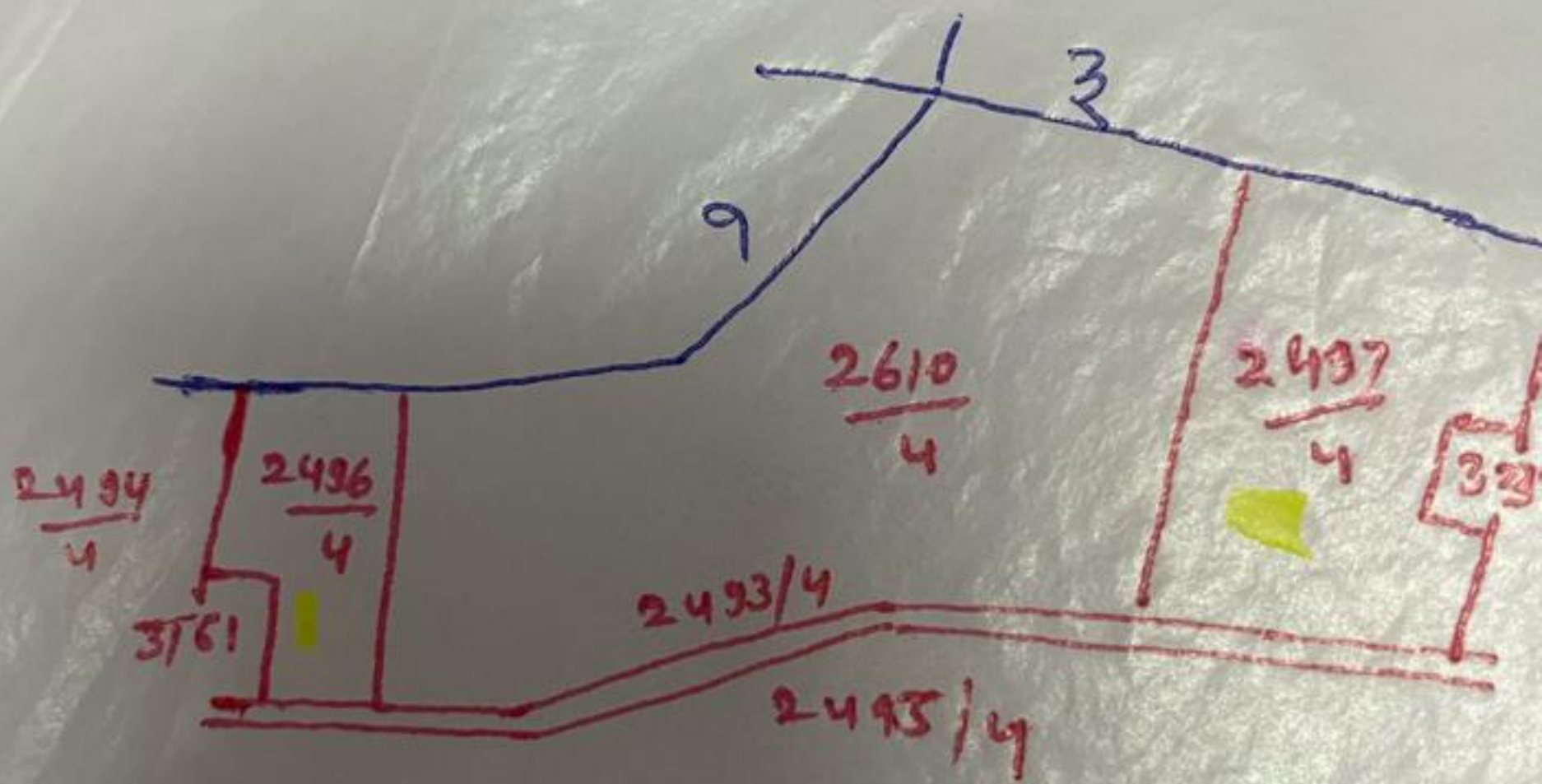
आंशिक नक्शा किश्तवार
मौजा - महेवा
तहसील - बाड़मेर
पैमाना 1 इंच = 80 गज़



सत्य प्रतिलि
P-35 क्रमांक...13869

कार्यालय पटवार हल्का महाबार

खसरा नं.	क्षेत्रफल / रकबा (बीघा बिस्वा)	किस्म	गांव का नाम
2496 / 4	03–00–00	गै.मु.आवासीय	महाबार
2610 / 4	16–12–00	गै.मु.आवासीय	
2497 / 4	08–10–04	गै.मु.आवासीय	

रेकर्ड के अनुसार पड़ौस का विवरण

दिशा	खसरा सं.	खातेदार का नाम
उत्तर	1	नाथूसिंह पुत्र जुगतसिंह वगेरा राजपुरोहित
	3	खानूसिंह वल्द नगसिंह वगेरा राजपूत
दक्षिण	2493 / 4	रास्ता सरकारी
पूर्व	2511 / 4	संचल फोर्ट रिसोर्ट होटल डायरेक्टर धनपतसिंह सोढा
	3237 / 4	धनपतसिंह सोढा वल्द भीमसिंह वगेरह
पश्चिम	2494 / 4	नाथू वल्द बुधाराम वगेरह कुम्हार
	3161 / 4	पुरूषोतम वल्द तुलछाराम सुथार

28.1.21

हस्ताक्षर मय मोहर पटवारी

सुमेर सिंह चारण
पटवारी महाबार

पटवार हल्का महाबार

दिनांक :–

कार्यालय टिप्पणी

UIT BARMER F. 59 (10)(01) UIT/2017(46)

(1) प्रमाणित किया जाता है कि नगर विकास न्यास, बाड़मेर में भू–उपयोग परिवर्तन मुख्यमंत्री जन आवास योजना प्रयोजनार्थ प्रार्थी **श्री भीम सिंह सोढा पुत्र श्री शक्तिदान, भगवान सिंह पुत्र श्री सग्राम सिंह** राजपूत की गई पत्रावली खोली जानी है, जिसका संधारण **संजय मेहता लिपिक ग्रेड प्रथम** द्वारा किया जावेगा तथा यह उनके चार्ज में रहेगी। सदर्भित विषय पर अन्य कोई पत्रावली प्रचलन में नहीं है एवं उक्त विषय की पुरानी पत्रावली (यदि कोई हो तो) क्रमांक ..... नोटशीट में पैरा 01 से ..... तक एवं पृष्ठ संख्या ..... को बन्द कर श्री..... ..... के पास सुरक्षित रख लिया गया है।

(2) (संजय मेहता)
लिपिक ग्रेड प्रथम

सचिव
नगर विकास न्यास, बाड़मेर

श्रीमान,

(3) आवेदन कर्ता **श्री भीम सिंह सोढा पुत्र श्री शक्तिदान, भगवान सिंह पुत्र श्री सग्राम सिंह राजपूत** द्वारा स्वयं की निजी खातेदारी ग्राम ~~[illegible]~~ के खसरा संख्या **2496/4,2610/4 2497/4** रकबा 28.16 बीघा में से 25 बीघा मुख्यमंत्री जन आवास योजना प्रयोजनार्थ 40468.36 वर्गमीटर भूमि का आवासीय से अकृषि प्रयोजनार्थ भूमि रूपान्तरण चाहा गया है।

(4) प्रार्थी द्वारा यह आवेदन राजस्थान भू–राजस्व अधिनियम 1956 की धारा 90 ए. के तहत प्रदत्त नवीन दिशा–निर्देशों हेतु निर्धारित प्रपत्र में प्रस्तुत किया गया है। प्रार्थना–पत्र के साथ संलग्न निम्न दस्तावेज प्रस्तुत किये गये हैं –

1. रू. 100/– का शपथ पत्र पृष्ठ संख्या ..... 2 .....
2. मौके का नक्शा पृष्ठ संख्या ..... 13 से 16 .....
3. जमाबन्दी की नकल पृष्ठ संख्या ..... 3,4 .....
4. खसरा नक्शा पृष्ठ संख्या ..... 5 .....

(5) अतः आदेश हो तो प्रकरण में पूर्व श्रीमान जिला कलेक्टर बाड़मेर द्वारा उक्त भूमि का आवासीय सपरिवर्तन किया हुआ जिसकी प्रति संलग्न है। आदेश हो तो दर्ज करते हुए पत्रावली में निम्न बिन्दुओं पर कनिष्ठ अभियन्ता की भौका रिपोर्ट ली जा सकती है:–

1. मुख्य निर्माण की स्थिति आवासीय/व्यवसायिक
2. मौके पर निर्माण की स्थिति
3. मार्गाधिकार की स्थिति क्या है एवं अन्य उन समस्त बिन्दुओं पर जो आवश्यक हो, पर टिप्पणी प्राप्त किया जाना उचित रहेगा।

उपरोक्त राशि जमा किये जाने एवं कनिष्ठ अभियन्ता से बिन्दु संख्या 1 से 3 के सम्बन्ध में टिप्पणी लिये जाने के स्वीकृति आदेशार्थ प्रस्तुत है।

Pl. Inspect the site & report
06/[illegible]

आपके आदेशानुसार मौका देखा गया। मौके पर मुख्य Front

7	8				
सिंह पुत्र संग्रामसिंह जाति राजपूत सा० 35 कालोनी खेदला रोड़ भूपेन्द्रसिंह पुत्र सिंह चौहान जाति सा० 6 मोरा मार्ग मोरा कॉलेज के सामने अपुर खातेदार शरीक मालिक सरपंच 5-12-11 ग्राम पंचायत मलवार पंचायत समिति बाड़मेर	359	धनपतसिंह सोढ़ा पुत्र वीरसिंह सोढ़ा जाति राजपूत नि० बीजराड़ तह० चौहटन जिला बाड़मेर	3237/4	0-13-16	कालोनी प्रयोजनार्थ
	552	भगवानसिंह पुत्र संग्रामसिंह --- वगैरा बदस्तूर कॉलम सं० 7	2497/4	8-10-04	आवासीय कालोनी प्रयोजनार्थ

मूल से मिलान करने

नामान्तरकरण रजिस्टर ग्राम ...[illegible]... पटवार हल्का ...[illegible]... भू. अ. निरीक्षक हल्का ...[illegible]... तहसील ...[illegible]... जिला ...[illegible]... राजस्थान

वर्तमान जमाबन्दी (खतौनी) में शुद्ध किये जाने के लिये प्रस्तावित प्रविष्टि							जमाबन्दी में प्रस्तावित किये जाने के लिये प्रस्तावित नई प्रविष्टि								
प्रविष्टि की क्रम संख्या	जमाबन्दी में खेतों की संख्या	खसरा संख्या	क्षेत्रफल	मृदा (भूमि) वर्गीकरण	राजस्व या लगान	विनिर्दिष्टों सहित काश्तकार का नाम	नयी खोत की संख्या	विनि. सहित काश्तकार का नाम	खसरा संख्या	क्षेत्रफल	मृदा (भूमि) वर्गीकरण	राजस्व या लगान	विक्रय की दशा में कीमत सहित रजिस्ट्रीकरण का विवरण तथा तारीख तथा बन्धक की दशा में बन्धक ऋण की रकम मय रजिस्ट्रीकरण की तारीख व मोचन की रजिस्ट्रीकरण की तारीख उद्ग्रहीत [illegible] फीस तारीख	सम्वत् तथा हाल-बोध [illegible] संख्या जिस पर मांग [illegible]	टिप्पणियां [illegible]
1	2	3	4	5	6	7	8	9	10	11	12	13	बेचान	(१६)	16
2627	398 ना०क० 2170	2497/4	9-04	आवासीय कालोनी प्रयोजनार्थ	-	भगवानसिंह पुत्र सग्रामसिंह भाटी जाति राजपूत सा० 35 महावीर कालोनी खेड़ला रोड़ उदयपुर भूपेन्द्रसिंह पुत्र नरपतसिंह चौहान जाति राजपूत सा० 6 मीरा मार्ग मीरा गर्ल्स कॉलेज के सामने उदयपुर खातेदार मौजूद [signature] सरपंच 5-12-11 ग्राम पंचायत [illegible] पंचायत समिति बाड़मेर	353	चनपतसिंह सोढ़ा पुत्र ...[illegible] सोढ़ा जाति राजपूत नि० बीजराड़ तह० चौहटन जिला बाड़मेर	3237/4	0-13-16	आवासीय कालोनी प्रयोजनार्थ	-	उपपंजीयन कार्यालय बाड़मेर दि० 12-10-11 को क्र० सं० 2011004834 पर बेचान पंजीबद्ध होने से ना०क० जारी कर वास्ते जाँच पेश है। [signature] 2-12-11 प० प्रभावा		
		जांच की [signature] 6-12-11 [illegible]					552	भगवानसिंह पुत्र सग्रामसिंह ... वगैरा बदस्तूर कॉलम नं. 7	2437/4	8-10-04	आवासीय कालोनी प्रयोजनार्थ	-			

रा. मु.बो.69-2009-25,000 प्र.

मूल से मिलान करने पर सही पाया [signature]

प्रमाणित प्रतिलिपि [signature]
तहसीलदार (भू-अभिलेख)
कार्यालय जिला कलक्टर
बाड़मेर

नामान्तरकरण रजिस्टर ग्राम भटावर ..... पटवार हल्का भटावर ..... मू. अ. निरीक्षक हल्का बाड़मेर ..... तहसील बाड़मेर ..... जिला बाड़मेर ..... राजस्थान

प्रविष्टि की क्रम संख्या	वर्तमान जमाबन्दी (खतौनी) में सुधि किये जाने में लिये प्रस्तावित प्रविष्टि: जमाबन्दी में खेतों की संख्या	खसरा संख्या	क्षेत्रफल	भूमि (भूमि) वर्गीकरण	राजस्व या लगान	विशिष्टियों सहित काश्तकार का नाम	जमाबन्दी में प्रस्तावित किये जाने के लिये प्रस्तावित नई प्रविष्टि: नयी खेत की संख्या	विशिष्टियों सहित काश्तकार का नाम	खसरा संख्या	क्षेत्रफल	भूमि (भूमि) वर्गीकरण	राजस्व या लगान	विक्रय की दशा में कीमत सहित रजिस्ट्री करण का स्वरूप तथा तारीख तथा बन्धक की दशा में बन्धक ऋण की रकम तथा रजिस्ट्रीकरण की तारीख या मौखिक होने की तारीख	सम्बन्धित पटवारी की रिपोर्ट	टिप्पणियाँ जोड़ में सम्बन्धित पटवारियों की प्रस्तुत और प्रविष्टियों में अभिलेख तथा सम्बन्धित दस्तावेज के अनुसार त्रुटियों से सम्बन्धित भू-अभिलेख निरीक्षक की रिपोर्ट
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
2580	248	2496/4	4-00	बा०सो०	0.03	श्रीमति पुत्र बालिदान सिंह जाति राजपूत सा० बीजराड़ तह० चौहटन खातेदार	400	पुरुषोत्तम पुत्र तुलछाराम जाति सुथार नि० सुथारो की बस्ती ग्रामीण आबादी बाड़मेर	3168/4	1-00	बा०सो०	0-01	उपपंजीयक बाड़मेर में डि० 8.9-11 को कु० सं० 201100226 पर बेयान अनीबद्ध होने से ना० क० दायर कर वास्ते जांच पेश है	कार्यालय	
		2610/4	16-12	आवासीय कॉलोनी प्रयोजनार्थ				श्रीमति पुत्र बालिदान सिंह बदस्तूर कॉलम नं. 7	2496/4	3-00	बा०सो०	0.02			
									2610/4	16-12	आवासीय कॉलोनी प्रयोजनार्थ	—			
	सा०ल० 2171	2	20.12	—	0.03		572		2	19-12	—	0-02			

जांचकर्ता
तस्लीम अख्तर खोचा
जांचकर्ता
20/10/11
E.D.R.
बाड़मेर

स्वीकृत
20.10.11
ग्राम पंचायत भटावर
पंचायत समिति बाड़मेर

19-10-11
T. भटावर

रा. मु.बो.59-2009-25,000 प्र.

मूल से मिलान करने पर सही पाया

प्रमाणित प्रतिलिपि
तहसीलदार (भू-अभिलेख)
कार्यालय जिला कलक्टर
बाड़मेर