

Date : 23.05.2014

To,
The Asstt. Genral Manager,
State Bank of Bikaner & Jaipur,
RASECC, Kota.

Annexure - B : Report of Investigation of Title in respect of immovable Property

1.	a) Name of the Branch/Business Unit/Office seeking opinion.	State Bank of Bikaner & Jaipur, RASECC, Kota (Raj.)
	b) Reference No. and date of the letter the cover of which the documents tendered for scrutiny are forwarded.	_____
	c) Name of the Borrower :	M/s. Yash Akshy Builder and Developers Pvt. Ltd. through director Sh. Alokik Jain S/o Sh. Prakash Chand Jain.
2.	a) Name of the unit/concern/company/person offering the property/(ies) as security.	M/s. Yash Akshy Builder and Developers Pvt. Ltd. through director Sh. Alokik Jain S/o Sh. Prakash Chand Jain.
	b) Constitution of the unit/concern/person/body/ authority offering the property for creation of charge.	Private Limited Company
	c) State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	
3.	Complete or full description of the immovable property/(ies) offered as security including the following details.	Khasra No. 466/2, 466/3, 466/4, 466/5, 466/6, 466/7, 466/8, 466/9, 466/10, 466/11, 466/12, 466/13, 466/14, 466/15, 466/16, 466/17, 466/18, 466/19, 466/20, 466/21, 466/22, 466/23, 466/24, 466/25, 466/26, 466/27, 466/28, 466/29, 466/30, 466/31, 466/32, 466/33, 466/34, 466/35, 466/36, 466/37, 466/38, 466/39, 466/40, 466/41, 466/42, 466/43, 466/44, 466/45, 466/46, 466/47, 466/48, 466/49, 466/50, 466/51, 466/52, 466/53, 466/54, 466/55, 466/56, 466/57, 466/58, 466/59, 466/60, 466/61, 466/62, 466/63, 466/64, 466/65, 466/66, 466/67, 466/68, 466/69, 466/70, 466/71, 466/72, 466/73, 466/74, 466/75, 466/76, 466/77, 466/78, 466/79, 466/80, 466/81, 466/82, 466/83, 466/84, 466/85, 466/86, 466/87, 466/88, 466/89, 466/90, 466/91, 466/92, 466/93, 466/94, 466/95, 466/96, 466/97, 466/98, 466/99, 466/100, 466/101, 466/102, 466/103, 466/104, 466/105, 466/106, 466/107, 466/108, 466/109, 466/110, 466/111, 466/112, 466/113, 466/114, 466/115, 466/116, 466/117, 466/118, 466/119, 466/120, 466/121, 466/122, 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6.	13.12.2013	स्वीकृत मानचित्र भवन निर्माण के बाबत नगर विकास न्यास, कोटा द्वारा	Original	Not Applicable
5.	Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor ? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)		N.A.	
6.	a) Whether the records or registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system ?		Not Applicable	
	b) If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.		Not Applicable	
	c) Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made ?		Not Applicable	
7.	a) Property offered as security falls within the jurisdiction of which sub-registrar office ?		Yes	
	b) Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/district registrar/registrar-general. If so, please name all such offices ?		Not Possible	
	c) Whether search has been made at all the offices named at (b) above ?		Not Applicable	
	d) Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question ?		NO	
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessor in title/interest to the current title holder. And wherever Minor's interest or other clog on title is involved, search should be made for a further period, depending on the need for clearance of such clog on the Title. In case of property offered as security for loans of Rs. 1.00 crore and above, search of title/encumbrances for a period of not less than 30 years is mandatory. (Separate Sheets may be used)		M/s. Yash Akshy Builders and Developers Pvt Ltd. through director Sh. Alokik Jain S/o Sh. Prakash Chand Jain taken on lease the said property from UIT., Kota on 02.02.12. The Lease Deed was registered which Sub-Registrar, Kota on Book No. 1, Vol. No. 33316, S.No. 2012001726, Page No. 38, Dated 22.03.12.	
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessor Rights or Inam Holder or Govt. Grantee/Allottee etc.)		Lease Hold	
10.	If leasehold, whether,			
	a) lease Deed is duly stamped and registered		Yes	
	b) lessee is permitted to mortgage the Leasehold right,		Yes	
	c) duration of the Lease/unexpired period of lease.		99 Years	
	d) if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also.		Not Applicable	
	e) Whether the leasehold rights permits for the creation of any superstructure (if applicable) ?		Not Applicable	
	f) Right to get renewal of the leasehold rights and nature thereof.		Lease can be renewed.	
11.	If Govt. grant/allotment/Lease-cum/Sale Agreement, whether ;		Not Applicable	
	Grant/agreement etc. provides for alienable rights to the mortgagor with or without conditions,		Not Applicable	
	the mortgagor is competent to create charge on such property,		Not Applicable	

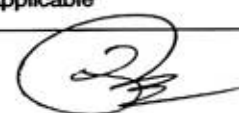
	whether any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available.	Not Applicable
12.	If occupancy right, whether ;	Not Applicable
	a) Such right is heritable and transferable,	Not Applicable
	b) Mortgage can be created.	Not Applicable
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	Not Applicable
14.	If the property has been transferred by way of Gift/Settlement Deed, whether ;	Not Applicable
	a) The Gift/Settlement Deed is duly stamped and registered ;	Not Applicable
	b) The Gift/Settlement Deed has been attested by two witnesses ;	Not Applicable
	c) The Gift/Settlement Deed transfers the property to Donee ;	Not Applicable
	d) Whether the Donee has accepted gift by signing the Gift/ Settlement Deed or by a separated writing or by implication or by actions ;	Not Applicable
	e) Whether there is any restriction on the Donor in executing the gift/settlement deed in question ;	Not Applicable
	f) Whether the Donee is in possession of the gifted property ;	Not Applicable
	g) Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage ;	Not Applicable
	h) Any other aspect affecting the validity of the title passed through the gift/settlement deed.	Not Applicable
15.	(a) In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/ procedure to be followed to create a valid and enforceable mortgage. (b) Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share. (c) Whether the partition made is valid in law and the mortgage has acquired a mortgagable title thereon. (d) In respect of partition by a decree of court, whether such decree has become final and all other conditions/formalities are completed/complied with. (e) Whether any of the documents in question are executed in counterparts or in more than one set ? If so, additional precautions to be taken for avoiding multiple mortgages ?	Not Applicable
16.	Whether the title documents include any testamentary documents/wills ?	
	(a) In case of wills, whether the will is registered will or unregistered will?	Not Applicable
	(b) Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court ?	Not Applicable
	(c) Whether the property is mutated on the basis of will ?	Not Applicable
	(d) Whether the original will is available ?	Not Applicable
	(e) Whether the original death certificate of the testator is available ?	Not Applicable
	(f) What are the circumstances and/or documents to establish the will in question is the last and final will of the testator ? (Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all	Not Applicable



	parties have acted upon the will, etc. which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	
17.	(a) Whether the property is subject to any wakf rights ?	Not Applicable
	(b) Whether the property belongs to church/temple or any religious/other institutions having any restriction in creation of charges on such properties ?	Not Applicable
	(c) Precautions/permission, if any in respect of the above cases for creation of mortgage ?	Not Applicable
18.	(a) Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	Not Applicable
	(b) Please also comment on any other aspect which may adversely affect the validity of security in such cases ?	Not Applicable
19.	(a) Whether the property belongs to any trust or is subject to the rights of any trust ?	Not Applicable
	(b) Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	Not Applicable
	(c) If so additional precautions/permissions to be obtained for creation of valid mortgage ?	Not Applicable
	(d) Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	Not Applicable
20.	(a) If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage.	Not Applicable
	(b) In case of agricultural property other relevant records/ documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage ?	Not Applicable
	(c) In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained.	Not Applicable
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws, SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)	Not Applicable
22.	(a) Whether the property is subject to any pending or proposed land acquisition proceedings ?	Not Applicable
	(b) Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry.	Not Applicable
23.	(a) Whether the property is involved in or subject matter of any litigation which is pending or concluded ?	Not Applicable
	(b) If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement ?	Not Applicable
	(c) Whether the title documents have any court seal/markings which points out any litigation/attachment/security to court in respect of the property in question ? In such case please comment on such seal/markings.	Not Applicable
24.	(a) In case of partnership firm, whether the property belongs to the firm and the deed is properly registered.	Not Applicable

	(b) Properly belonging to partners, whether thrown on hotchpot? Whether formalities for the same have been completed as per applicable laws ?	Not Applicable
	(c) Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm.	Not Applicable
25.	Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorization to create mortgage/execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association/provision for common seal etc.	1. Resolution should be passed by Board of Directors to take loan from the bank and to execute loan documents. 2. Charge should be created before Registrar of Company, Jaipur.
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolution, bye-laws.	Not Applicable
27.	(a) Whether any POA is involved in the chain of title ?	Not Applicable
	(b) Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and s such is irrevocable as per law.	Not Applicable
	(c) In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz. Companies/Firms/Individual or Proprietary Concerns in favour of their Partners/Employees/Authorized Representatives to sign Flat Allotment Letters, NOCs, Agreements of Sale, Sale Deeds, etc. in favour of buyers of flats/units (Builder's POA) or (ii) other type of POA (Common POA).	Not Applicable
	(d) In case of Builder's POA, whether a certified copy of POA is available and the same has been verified/compared with the original POA.	Not Applicable
	(e) In case of Common POA (i.e. POA other than Builder's POA), please clarify the following clauses in respect of POA.	Not Applicable
	i. Whether the original POA is verified and the title investigation is done on the basis of original POA ? ii. Whether the POA is a registered one ? iii. Whether the POA is a special or general one ? iv. Whether the POA contains a specific authority for execution of title document in question ?	Not Applicable
	(f) Whether the POA was in force and not revoked or had become invalid on the date of execution of the document in question ? (Please clarify whether the same has been ascertained from the office of sub-registrar also ?)	Not Applicable
	(g) Please comment on the genuineness of POA ?	Not Applicable
	(h) The unequivocal opinion on the enforceability and validity of the POA ?	Not Applicable
28.	Whether mortgage is being created by a POA holder, check genuineness of the Power of Attorney and the extent of the powers given therein and whether the same is properly executed/stamped/authenticated in terms of the Law of the place, where it is executed.	Not Applicable
29.	If the property is a flat/apartment or residential/commercial complex, check and comment on the following : (a) Promoter's/Land owner's title to the land/building ; (b) Development Agreement/Power of Attorney ;	

	(c) Extent of authority of the Developer/builder ; (d) Independent title verification of the Land and/or building in question ; (e) Agreement for sale (duly registered) ; (f) Payment of property stamp duty ; (g) Requirement of registration of sale agreement, development agreement, POA, etc. ; (h) Approval of building plan, permission of appropriate/local authority, etc. ; (i) Conveyance in favour of Society/Condominium concerned ; (j) Occupancy Certificate/allotment letter/letter of possession ; (k) Membership details in the Society etc. ; (l) Share Certificate ; (m) No Objection Letter from the Society ; (n) All legal requirements under the local/Municipal laws, regarding ownership of flats/Apartments/Building Regulations, Development Control Regulations. Co-operative Societies' Laws etc. ; (o) Requirements, for noting the Bank charges on the records of the Housing Society, if any ; (p) If the property is a vacant land and construction is yet to be made, approval of lay-out and other precautions, if any ; (q) Whether the numbering pattern of the units/flats tally in all documents such as approved plan, agreement plan, etc.	Not Applicable
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	At present the said property is not mortgage anywhere.
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	22.03.2012 to 19.05.2014
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy ?	Not Applicable
33.	(a) Urban land ceiling clearance, whether required and if so, details thereon. (b) Whether No Objection Certificate under the Income Tax Act is required/obtained.	Not Applicable
34.	Details of RTC extracts/mutation extract/Katha extracts pertaining to the property in question.	Not Applicable
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records ?	Yes.
36.	(a) Whether the property offered as security is clearly demarcated ? (b) Whether the demarcation/partition of the property is legally valid ? (c) Whether the property has clear access as per documents ?	Yes
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny ? (a) Document in relation to electricity connection ; (b) Document in relation to water connection ;	Not Applicable



	(c) Document in relation to Sales Tax Registration, if any applicable; (d) Other utility bills, if any.	
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary ? If so please elaborate/comment on the same.	NO
39.	'If the valuation report and/or approved/sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocates.)	Not Applicable
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No Bar
41.	Whether the Bank will be able to enforce SARFESI Act, if required against the property offered as security ?	Yes
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	Not Applicable
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	Not Applicable
44.	Additional aspects relevant for investigation of title as per local laws.	Not Applicable
45.	Additional suggestions, if any to safeguard the interest of Bank/ensuring the perfection of security.	1. Mortgaged permission required from UIT., Kota. 2. Resolution passed by Board of Director to take loan from the Bank and to execute loan documents; 3. Charge should be created before Registrar of Companies, Jaipur. 4. Article of Association of Company.
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	M/s. Yash Akshy Builder and Developers Pvt. Ltd. through director Sh. Alokik Jain S/o Sh. Prakash Chand Jain.
47.	(i) The enclosed non-encumbrance certificate has been obtained by me directly from the office of Sub-Registrar. OR (ii) It is certified that there is no provision of issuing non-encumbrance certificate from the office of Sub-Registrar (<i>Strike out (i) or (ii) which is not applicable</i>) (Note : Advocate should directly obtain the non encumbrance certificate from the office of Sub-Registrar (whenever there is provision for issuance of such certificate))	Not Applicable Not Applicable

Note : In case separate sheets are required, the same may be used, signed and annexed.


[Suresh Mathur, Advocate]

Ref. :

Date : 23.05.2014

Annexure - C CERTIFICATE OF TITLE

I have examined the original and others are photocopy Title Deeds intended to be deposited relating to the schedule property(ies) and offered as security be way of ***Registered/Equitable/English Mortgage (*please specify the kind of mortgage)** and that the documents of title referred to in the Opinion are valid evidence of Right, title and Interest and that if the said Registered/Equitable Mortgage is created, it will satisfy the requirements of creation of Registered/Equitable Mortgage and I further certify that :

2. I have examined the Documents in detail, taking into account all the Guidelines in the check list vide Annexure B and the other relevant factors.
3. I confirm having made a search in the Land/Revenue records. I also confirm having verified and checked the records of the relevant Government Offices/Sub-Registrar(s) Offices(s), Revenue Records, Municipal/ Panchayat Office, Land Acquisition Office, Registrar of Companies Office, Wakf Board (wherever applicable). I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage. I am liable/responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.
4. Following scrutiny of Land Records/Revenue Records, relative Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC), I hereby certify the genuineness of the Title Deeds. Suspicious/Doubt, if any, has been clarified by making necessary enquiries.
5. There are no prior Mortgage/Charges/encumbrances whatsoever, as could be seen from the Encumbrances Certificate for the period from 22.03.2012 to 19.05.2014 pertaining to the Immovable Property/(ies) covered by above said Title Deeds. The property is free from all Encumbrances. ~~Not~~ Applicable. - *Yes*
6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable). Not Applicable
7. Minor/(s) and his/their interest in the property/(ies) is to the extent of _____ (Specify the share of the Minor with Name). (Strike out if not applicable). Not Applicable.
8. The Mortgage if created, will be available to the Bank for the Liability of the intending Borrower, M/s. Yash Akshy Builder and Developers Pvt. Ltd. through director Sh. Alokik Jain S/o Sh. Prakash Chand Jain.
9. I certify that M/s. Yash Akshy Builder and Developers Pvt. Ltd. through director Sh. Alokik Jain S/o Sh. Prakash Chand Jain.. has/have an absolute, clear and Marketable title over the Schedule property/(ies). ~~Deposit Title Deeds~~ *Kota*. I further certify that the above title deeds are genuine and a valid mortgage can be created and the said Mortgage would be enforceable.
10. In case of creation of Mortgage by Deposit of title Deeds, we certify that the deposit of following title deeds/documents would create a valid and enforceable mortgage : ~~Not~~ Applicable - *Yes*
11. There are no legal impediments for creation of the Mortgage under any applicable Law/Rules in force.

SCHEDULE OF THE PROPERTY(IES)

Khasra No. 466/2, 466/3, 466/4, Village Ramchandrapura, Tehsil Ladpura, Kota (Raj.)

Place : Kota


[Suresh Mathur]
Advocate

Ref. :

Date : 23.05.2014

NON ENCUMBRANCE CERTIFICATE

This is certify that a search has been conducted by me the office of the Registrar/Sub-Registrar of Assurance/Housing Board/Other local Bodies, Kota (Raj.) for a period of 06 years from 22.03.2012 to 19.05.2014 the property details and description of aforesaid property the description of which is given in schedule IInd. The aforesaid property is belongs to . M/s. Yash Akshy Builder and Developers Pvt. Ltd. through director M/s. Yash Akshy Builder and Developers Pvt. Ltd. through director Sh. Alokik Jain S/o Sh. Prakash Chand Jain is free from all Sorts of encumbrances, charges, liabilities of any kind what so ever and title of owner (s) to the said property is clear, free marketable & chain of title is complete. The title deed (s) to the property in question is original and not duplicate or fake.

On the basis of declaration (s) furnished by the owner (s), I certify that the said immovable property as for as I have able to ascertain is not subject to any attachment or any process of neither the court, nor the same is the subject matter of any litigation pending before any court.

I confirm that the said property has not been notified for acquisition by the concerned authorities nor it comes with any ceiling laws, P.S. : Schedule Ist/IInd referred to above are mentioned below :-

Schedule Ist :- The details and description of the property are mentioned below :

Holding No. : Khasra No. 466/2, 466/3, 466/4, Village Ramchandrapura, Tehsil Ladpura, Kota (Raj.)

East : Other land 2 and 5

West : Other land

North : Road

South : Canal Road

Schedule IInd :- The description of relevant documents of aforesaid property are mentioned below :-

Sl. No.	Date	Name/Nature of the Document	Original/certified copy/certified extract/ photocopy, etc.	In case of copies, whether the original was scrutinized by the Advocate.
1.	02.02.2012	आवासीय/व्यवसायिक/अन्य प्रयोजनार्थ के लिए भूमि पट्टा विलेख नगर विकास न्यास, कोटा द्वारा.	Original	Not Applicable
2.	02.02.2012	भू-आवंटन पत्र क्रमांक 11382 नगर विकास न्यास, कोटा द्वारा.	Original	Not Applicable
3.	02.02.2012	प्रमाण पत्र क्रमांक 13383 नगर विकास न्यास, कोटा द्वारा.	Original	Not Applicable
4.		नक्शा.	Original	Not Applicable
5.	13.12.2013	मानचित्र स्वीकृति के सम्बन्ध में क्रमांक 70-72	Original	Not Applicable
6.	13.12.2013	स्वीकृत मानचित्र भवन निर्माण के बाबत नगर विकास न्यास, कोटा द्वारा	Original	Not Applicable
7.		Resolution passed by Board of Director to take loan from the bank and to execute loan documents.	Original	Not Applicable
8.		Mortgage Permission from UIT., Kota.	Original	Not Applicable
9.		Charge should be created before Registrar of Companies, Jaipur	Original	Not Applicable


[Suresh Mathur]
Advocate

REGISTRATION & STAMPS DEPARTMENT
OFFICE OF THE SUB-REGISTRAR - I, KOTA

KOTA-I
(Rule 75 & 131)
FEE RECEIPT

Fee Sr. No. : 2014005747
Presenter Name : M/S YASH
Presenter Address : TH S MATHUR ADV
Document Type : Inspection and Search (per year)
Document S.No. : 2014005821
Dated : 19/05/2014
From Year : 2012
To Year : 2014

Ordinary Registration Fee	: 150	Commission Fee	: 0
Copy/Scanning/Inspection Fee	: 0	Custody Fee	: 0
Fee for Memorandum u/s 64-67	: 0	Miscellaneous Fee	: 0
Certified Copying Fee u/s 57	: 0	Stamp Duty Cash	: 0
Surcharge on Stamp Duty	: 0		
Late Fee u/s 28-34	: 0		

TOTAL : 150

Amount Rs. One Hundred Fifty only

Cashier

Sub Registrar, KOTA



भारतीय गैर न्यायिक

दस
रुपये

रु. 10



TEN
RUPEES

Rs. 10

INDIA NON JUDICIAL

राजस्थान

RAJASTHAN

78AA 540122

नोट:- यह खाली स्टाम्प नकल से 7/10/14
दिनांक... 19/5/13 के साथ सलगन है।

उप निजीय प्रथम
होम (राज.)



दिनांक 22 माह March सन् 2012 को 12:25 बजे

श्री/श्रीमती/सुश्री ALOKIK JAIN पुत्र/पुत्री/पत्नी श्री PRAKASH CHAND JAIN

उम्र 42 वर्ष, जाति JAIN व्यवसाय BUSINESS

निवासी MANGAL NIWAS VIJAYPADA RAMPURA KOTA

मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

1726

[Signature]

[Signature]

हस्ताक्षर प्रस्तुतकर्ता
(2012002900)

हस्ताक्षर उप पंजीयक, KOTA

(LEASE DEED FOR LOCAL BODIES (PATTA))

रसीद नं० 2012002777 दिनांक 22/03/2012

पंजीयन शुल्क रू० 4040/-

प्रतिलिपि शुल्क रू० 300/-

पृष्ठांकन शुल्क रू० 0/-

अन्य शुल्क रू० 2020/-

कमी स्टाम्प शुल्क रू० 20200/-

कुल योग रू० 26560/-



[Signature]

(2012002900) उप पंजीयक, KOTA

(LEASE DEED FOR LOCAL BODIES (PATTA))

हस्ताक्षर

फोटो

अंगूठा

प्रकृत श्री/श्रीमती/सुश्री (Executant)

YASH AKSHAY BLDRS & DVLPRS P.LTD TH DIR

ALOKIK JAIN/PRAKASH CHAND JAIN

Age: 42, Caste- JAIN

Occ.- BUSINESS

RO- MANGAL NIWAS VIJAYPADA RAMPURA KOTA

[Signature]



लेख्यपत्र LEASE DEED FOR LOCAL BODIES (PATTA)

को पढ़ सुन व समझकर निष्पादन करना स्वीकार किया।

प्रतिफल राशी रू० 403986/- पूर्व में/मेरे

समक्ष/मे से रू० 403986/- पूर्व में

मेरे समक्ष प्राप्त करना स्वीकार किया।

उक्त निष्पादन कर्ता की पहचान

1. श्री/श्रीमती/सुश्री SURENDRA SINGH HADA

पुत्र/पुत्री/पत्नी श्री BRIJRAJ SINGH HADA उम्र 35 वर्ष

जाति RAJPUT व्यवसाय BUSINESS

निवासी 42-A CHITRAGUPT COLONY BASANT VIHAR KOTA ने की है जिनके

[Signature]



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

[Signature]

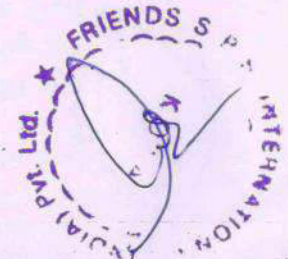
(2012002900)

उप पंजीयक, KOTA

(LEASE DEED FOR LOCAL BODIES (PATTA))

फोटो प्राप्त प्रमाणित

उप पंजीयक, KOTA



आज दिनांक 22/03/2012 को
पुस्तक संख्या 1 जिल्द संख्या 1116
में पृष्ठ संख्या 38 क्रम संख्या 2012001726 पर
पंजिबद्ध किया गया तथा अतिरिक्त
पुस्तक संख्या 1 जिल्द संख्या 2773
के पृष्ठ संख्या 336 से 341 पर
चस्पा किया गया।

(2012002900) उप पंजीयक, KOTA
(LEASE DEED FOR LOCAL BODIES (PATTA))

कोटी प्रति प्रमाणित
एन सीओएस प्रमाण, कोटा



कार्यालय नगर विकास न्यास, कोटा

रकल पट्टा

आवासीय/व्यवसायिक/अन्य प्रयोजनार्थ के लिये भूमि पट्टा-विलेख



भूमि मूल-राजस्व अधिनियम 1956 की धारा 90 (ख) के प्रावधानों के अन्तर्गत पुनः आवंटित भूमि पट्टा-विलेख

जो आज दिनांक 2/02/20 को, आवंटन पत्र क्रमांक 11332 को राजस्थान राज्य के राज्यपाल जिन्हें इसके पश्चात् सरकार कह कर सम्बोधित किया गया है श्री/श्रीमति यश अक्षय बिलस रण्ड उबलपर्स धारा 10/10/79 जर्मिनी निदेशक श्री/श्रीमति जेन प्रकाश-नन्द जेन जाति जेन निवासी मंगल निवास विजय चण्डा रामपुरा क्षेत्र

इसके पश्चात् पट्टेदार कह कर सम्बोधित किया गया है और इस इबास्त में जहां कही प्रसंग से वैसा अर्थ निकले, उनके निर्वाहक, प्रबन्धक, प्रतिनिधी और मुन्तकील अलैह भी सम्मिलित होंगे। के बीच लिखा गया है। साक्षी है कि रुपये 389320/- अक्षर लीज लाय नेवारी हजार बीन रुपये मात्र की रकम में नियमन शुल्क जो पट्टेदार द्वारा अदाकर दिया गया है (और जिसकी रसीद सरकार इसके करती है।) और इसमें उल्लिखित शर्तों और करारों जो पट्टेदार द्वारा निष्पादित तथा पालन किये जावेंगे, के एवज में सरकार पट्टेदार को जमीन का वह तमाम प्लॉट (जो इसके बाद उक्त भूखण्ड कह कर सम्बोधित किया गया है) नियमन और पुनः निर्माण जो गृह निर्माण समिति की योजना में स्थित है और आओ और क्षेत्रफल के साथ इसके अन्तर्गत लिखे गये परिशिष्ट में पूर्ण रूपेण वर्णित है तथा जिसका आकार विशेष रूप में नक्शे में दिखाया गया है, और जिसे पूर्ण स्वामित्व संबंधी स्वत्वो सहित किन्तु निम्नलिखित तमाम व प्रत्येक शर्तों, प्रतिबन्धों, वेद शर्तों और करारों के अधीन पट्टेदार अपने उपयोग, उपभोग और इस्तेमाल के लिए अपने अधिकार प्राप्त -

भूखण्ड नगरीय कर के आधार पर लीज होल्ड पर पुनः आवंटित किया गया है। लीज की अवधि 99 वर्ष होगी। नगर विकास न्यास, कोटा के कार्यालय में या राज्य सरकार द्वारा समय-समय पर नियत अन्य स्थान पर प्रत्येक वर्ष के प्रथम दिन उक्त भू-खण्ड के संबंध में नियमन दर रुपये प्रतिवर्ग गज की दर से कुल राशि रुपये की 2.5: की दर से नगरीय कर जमा करायेगा। निर्धारित तिथि तक जमा नही करने की दशा में सरकार देय ब्याज राशि वसूल की जावेगी। 31 मार्च से पूर्व अग्रिम नगरीय कर जमा कराने पर नियमानुसार छूट भी देय

वर्ष की अग्रिम नगरीय कर एक मुश्त जमा कराने पर लीज मुक्ति प्रमाण-पत्र प्रदत्त किया जावेगा। साथ ही राज्य सरकार क्रमांक प-5 (2) न.चि.वि. 13/99 दिनांक 15/11/99 के अनुसार नगरीय कर आरक्षित दर के बजाय केवल नियमन रुपये की 2.5: प्रति वर्ष की दर से देय होगा।

इसकी निर्धारित धनराशि में प्रत्येक 15 वर्ष व्यतीत होने के तुरन्त पश्चात् तथा प्रत्येक हस्तान्तरण पर 25: उत्तरोत्तर 15 वर्ष की अवधि आवंटन पत्र जारी होने की तिथि में संगणित की जायेगी।

तब तक किसी रकम या परिवर्धित रकम या उसके किसी अंश की जो नगरीय कर के कारण बाजिब हो, अदायगी सरकार ऐसी रकम या उसके अंश को भू-राजस्व अधिनियम के प्रावधानों के अन्तर्गत वसूल करने के लिये सक्षम होगी।

भूखण्ड का उपयोग केवल जारी किये गए प्रयोजनार्थ किसी भवन या भवनों के बनवाने में ही होगा। भूखण्ड का आवंटन प्रयोजनार्थ उपयोग नहीं किया जा सकेगा। निर्मित भूखण्ड के सम्बन्ध में राज्य सरकार के आदेश क्रमांक पर 5(3) न. दिनांक 10/07/99 द्वारा भवन विनियमों के प्रावधानों में प्रदत्त शिथिलता के तहत नियमन योग्य निर्माण ही किया गया है तथा नियमन अयोग्य निर्माण के सम्बन्ध में सम्बन्धित विनियमों के अनुसार कार्यवाही की जायेगी।

500 वर्गमीटर क्षेत्रफल तक का रिक्त है तो उस पर निर्माण आवंटन पत्र के आधार पर किया जा सकता है एवं प्लान के अनुसार छोड़ने होंगे तथा न्यास के बिल्डिंग बाईलाज के अनुसार निर्माण किया जाना होगा। इसके लिए प्रस्तावित निर्माण के लिये निर्धारित आवेदन पत्र आवश्यक दस्तावेजों के साथ सक्षम अधिकारी को प्रस्तुत किया जायेगा।

500 मीटर से अधिक क्षेत्रफल का है तो उस पर निर्माण न्यास से भवन के नक्शे को निम्नलिखित न्यास करवा

कोटा प्रां. प्रमाणित
नगर विकास न्यास, कोटा



8. भूखण्ड का हस्तांतरण नगर विकास ब्यास की पूर्ण अनुमति के बिना नहीं कराया जा सकेगा।
9. आवंटी द्वारा भूखण्ड विक्रय करने पर क्रेता द्वारा भूखण्ड का हस्तांतरण न.वि. ब्यास, कोटा के नियमों के अनुसार करवाना होगा।
10. पट्टेदार उक्त भूखण्ड या उस पर बनाये गये भवन या भवनों के किसी भाग को किसी ऐसे आशय के लिये न निर्देशित आशय के असंगत है बिना सरकार या सरकार के ऐसे अधिकारी की लिखित स्वीकृति के, जो एतद्वारा दिया गया हो, न तो उपयोग में लावेगा और न उपयोग में लाने की अनुमति देगा।
11. पट्टेदार द्वारा आवंटन पत्र की शर्तों एवं पट्टे की उपरोक्त शर्तों की पूर्ण पालना की जावेगी। यदि किसी भी शर्त का उल्लंघन किया गया तो उक्त भूखण्ड एवं उस बने हुए भवन, यदि कोई हो, सहित उक्त भूखण्ड बिना किसी मुआवजे के अधिग्रहण कर लिया जावेगा।
- (1) आन्तरिक विकास कार्यों की समस्त जिम्मेदारी विकासकर्ता/कालोनाईजर की है। योजना तक बाह्य विकास हेतु न्यास का स्वामित्व केवल बाह्य विकास शुल्क के पेटे न्यास में जमा राशि तक ही सीमित होगा शेष दायित्व कालोनाईजर का होगा।

(II) इस भूखण्ड की नियमन राशि 389320/- रुपये की पंजीकृत मूल्य राशि रु. होती है अतएव स्टाम्प नं. स्टाम्प रु. संख्या बहसियत पत्र लगाये जाते हैं।

कोटा नगर क्षेत्र

ग्राम राजपुरा

खसरा नं. 466/3, 4

विस्तृत माप 5561.72 वर्ग

क्षेत्रफल 5561.72 वर्ग

पूर्व पश्चिम भूखण्ड संख्या
उत्तर दक्षिण कुल क्षेत्रफल 5561.72
सलीम साइड प्लॉट नं. 1 मुहल्ला A, 10, 11
योजना/कालोनी का नाम एन.ए.ए.ए.

सीमाएं

पूर्व अनन्त खान
पश्चिम अनन्त खान
उत्तर रास्ता
दक्षिण बेनाल

सरकार की ओर से

आज सन् 20 के माह के वें दिन
श्री सक्षम अधिकारी न.वि.ब्यास, कोटा
ने निम्न की उपस्थिति में कोटा में हस्ताक्षर किये।

साक्षी :-

- नाम
पिता/पति का नाम हरिचन्द्र प्रजापति
व्यवसाय बिजनेस
निवास स्थान पंचवटी
- नाम
पिता/पति का नाम
व्यवसाय
निवास स्थान
आज दिनांक 20 को
निम्नलिखित की उपस्थिति में उक्त श्री (आवंटी)
द्वारा कार्यालय नगर विकास ब्यास कोटा में हस्ताक्षर किये गये
- नाम
पिता/पति का नाम सुरेन्द्र सिंह हाड़ा
व्यवसाय श्री. वृजराज सिंह हाड़ा
निवास स्थान पंचवटी
नाम अनन्त खान
पिता/पति का नाम संजय कुमार शर्मा
व्यवसाय श्री. रूप किशोर शर्मा
निवास स्थान पंचवटी
आज दिनांक 11.8.3 जयपुरा बाबाबाबा बाबा को

आवंटी के हस्ताक्षर
नगर विकास ब्यास कोटा

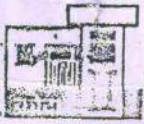
साक्षी के हस्ताक्षर

साक्षी के हस्ताक्षर

आवंटी के हस्ताक्षर

साक्षी के हस्ताक्षर

साक्षी के हस्ताक्षर



कार्यालय नगर विकास न्यास कोटा



अन्तर्गत प्रयोजनार्थ के लिए भूमि का

राजस्व भाग भू-राजस्व अधिनियम 1953 की धारा 90 (ख) के प्रावधानों के अन्तर्गत पुनः निर्धारित भू-खण्डों के रूप में है।

यह इकरारनामा जो आज दिनांक 2/02/2012 को अग्रिम पत्र संख्या 11332

सन् को राजस्थान राज्य के राज्यपाल जिन्हें इसके पश्चात् सरकार कह कर सम्बोधित किया गया है

और दूसरी ओर श्री/श्रीमति यश कश्यप बिल्डर्स एंड डेवलपर्स प्रा. लि. जयपुर सिविल

मुख्यालय 17 मंगला डिफ जेन 90 प्रकारानन्द जेन जयपुर जेन

व्यवसाय निवासी मंगल निवास विजय पड़ा रामपुर कैथ

(जिनको इसमें इसके पश्चात् पट्टेदार कह कर सम्बोधित किया गया है और इस इबारत में जहां कहीं प्रसंग से वैसा अर्थ निकले, उनके उत्तराधिकारी, निर्याहक, प्रबन्धक, प्रतिनिधी और मुन्तकील अलैह भी सम्मिलित होंगे।) के बीच लिखा गया है।

इस बात का साक्षी है कि रुपये 389320/- अक्षर लीज लॉज नेवासी हजार बीन

सौ बीस रुपये मात्र की रकम में नियमन शुल्क जो पट्टेदार द्वारा अदाकर दिया गया है (और जिसकी रसीद सरकार इसके द्वारा स्वीकार करती है।) और इसमें उल्लिखित शर्तों और करारों जो पट्टेदार द्वारा निष्पादित तथा पालन किये जावेंगे, के एवज में सरकार इसके द्वारा पट्टेदार को जमीन का वह तमाम प्लॉट (जो इसके बाद उक्त भूखण्ड कह कर सम्बोधित किया गया है) नियमन और पुनः आवंटित करती है। जो

शुद्ध निर्माण समिति की योजना में रित है और जो अपनी सीमाओं और क्षेत्रफल के साथ इसके अन्तर्गत लिखे गये पाराशेट में पूर्ण रूपेण वर्णित है तथा जिसका आकार विशेष रूप से इससे संलग्न नक्शे में दिखलाया गया है, और जिसे पूर्ण स्वामित्व संबंधी स्वत्वो सहित किन्तु निम्नलिखित तमाम व प्रत्येक अपवादों संरक्षणों, प्रतिबन्धों, वैध शर्तों और करारों के अधीन पट्टेदार अपने उपयोग, उपभोग और इस्तेमाल के लिए अपने अधिकार न रखेगा अर्थात् -

1. उक्त भूखण्ड नगरीय कर के आधार पर लीज होल्ड पर पुनः आवंटित किया गया है। लीज की अवधि 99 वर्ष होगी।
2. (अ) पट्टेदार नगर विकास न्यास, कोटा के कार्यालय में या राज्य सरकार द्वारा समय-समय पर नियत अन्य स्थान पर प्रत्येक वर्ष अप्रैल के प्रथम दिन उक्त भू-खण्ड के संबंध में नियमन दर रुपये प्रतिवर्ग गज की दर से कुल राशि रुपये की 2.5: की दर से नगरीय कर जमा करावेगा। निर्धारित तिथि-समय जमा नही करने की दशा में नियमानुसार देय ब्याज राशि वसूल की जावेगी। 31 मार्च से पूर्व अग्रिम नगरीय कर जमा कराने पर नियमानुसार छूट भी देय होगी।
- (ब) दस वर्ष की अग्रिम नगरीय कर एक मुश्त जमा कराने पर लीज मुक्ति प्रमाण-पत्र प्रदत्त किया जावेगा। साथ ही राज्य सरकार के आदेश क्रमांक प-5 (2) न.वि.वि. 13/99 दिनांक 15/11/99 के अनुसार नगरीय कर आरक्षित दर के बजाय केवल नियमन राशि 389320/- रुपये की 2.5: प्रति वर्ष की दर से देय होगा।
3. नगरीय कर की निर्धारित धनराशि में प्रत्येक 15 वर्ष व्यतीत होने के तुरन्त पश्चात् तथा प्रत्येक हस्तान्तरण पर 25: उन्नोत्तर वृद्धि होगी। 15 वर्ष की अवधि आवंटन पत्र जारी होने की तिथि में संगणित की जायेगी।
4. उपरोक्त तारीख तक किसी रकम या परिवर्धित रकम या उसके किसी अंश की जो नगरीय कर के कारण बाजिब हो, अदायगी करने पर सरकार ऐसी रकम या उसके अंश को भू-राजस्व अधिनियम के प्रावधानों के अन्तर्गत वसूल करने के लिये सक्षम होगी।
5. उक्त भूखण्ड का उपयोग केवल जारी किये गए प्रयोजनार्थ किसी भवन या भवनों के बनवाने में ही होगा। भूखण्ड का आवंटन से भिन्न प्रयोजनार्थ उपयोग नहीं किया जा सकेगा। निर्मित भूखण्ड के सम्बन्ध में राज्य सरकार के आदेश क्रमांक प-5 (3) न. वि.वि. 13/99 दिनांक 10/07/99 द्वारा भवन विनियमों के प्रावधानों में प्रदत्त शिथिलता के तहत नियमन योग्य निर्माण ही नियमित किया गया है तथा नियमन अयोग्य निर्माण के संबंध में सम्बन्धित विनियमों के अनुसार कार्यवाही की जायेगी।
6. यदि भूखण्ड 500 वर्गमीटर क्षेत्रफल तक का रिक्त है तो उस पर निर्माण आवंटन पत्र के आधार पर किया जा सकता है एवं सेट बैक साइट प्लान के अनुसार छोड़ने होंगे तथा न्यास के बिल्डिंग बाईलाज के अनुसार निर्माण किया जाना होगा। इसके लिए भूखण्ड धारक द्वारा प्रस्तावित निर्माण के लिये निर्धारित आवेदन पत्र आवश्यक दस्तावेजों के साथ सक्षम अधिकारी को प्रस्तुत किया जाना आवश्यक होगा।
7. यदि भूखण्ड 500 मीटर से अधिक क्षेत्रफल का है तो उस पर निर्माण न्यास से भवन के नक्शे को नियमानुसार पास करा कर कराना होगा।



8. भूखण्ड का हस्तान्तरण नगर विकास न्यास की पूर्ण अनुमति के बिना नहीं कराया जा सकेगा।
9. आवंटी द्वारा भूखण्ड विक्रय करने पर क्रेता द्वारा भूखण्ड का हस्तान्तरण न.वि. न्यास, कोटा के नियमों के अनुसार न्यास करवाना होगा।
10. पट्टेदार उक्त भूखण्ड या उस पर बनाये गये भवन या भवनों के किसी भाग को किसी ऐसे आशय के लिये जो पिछले पद में निर्दिष्ट आशय के असंगत है बिना सरकार या सरकार के ऐसे अधिकारी की लिखित स्वीकृति के, जो एतदर्थ नियुक्त किया गया हो, न तो उपयोग में लावेगा और न उपयोग में लाने की अनुमति देगा।
11. पट्टेदार द्वारा आवंटन पत्र की शर्तों एवं पट्टे की उपरोक्त शर्तों की पूर्ण पालना की जावेगी। यदि किसी भी शर्त या शर्तों का उल्लंघन किया गया तो उक्त भूखण्ड एवं उस बने हुए भवन, यदि कोई हो, सहित उक्त भूखण्ड बिना किसी मुआवजे की राशि के अधिग्रहण कर लिया जावेगा।

नोट :- (i) आन्तरिक विकास कार्यों की समस्त जिम्मेदारी विकासकर्ता/कालोनाईजर की है। योजना तक बाहय विकास हेतु नगर विकास न्यास का स्वामित्व केवल बाहय विकास शुल्क के पेटे न्यास में जमा राशि तक ही सीमित होगा शेष दायित्व कालोनाईजर का होगा।

(ii) इस भूखण्ड की नियमन राशि 389320/- रुपये की पंजीकृत मूल्य राशि रु होती है अतएव स्टाम्प नं. स्टाम्प रु. संख्या बहैसियत पट्टा इसके साथ लगाये जाते हैं।

कोटा नगर क्षेत्र

ग्राम राजगढ़ पूर्व पश्चिम भूखण्ड संख्या
खसरा नं. 466/3, 4 उत्तर दक्षिण कुल क्षेत्रफल 5561.72
विस्तृत माप 5561.72 वर्ग मी. वर्गगज
क्षेत्रफल योजना/कालोनी का नाम एनएल पट्टा

सीमाएं

पूर्व अनन्त खसरा 295
पश्चिम अनन्त खसरा
उत्तर रास्ता
दक्षिण बैनाल रोड

सरकार की ओर से

आज सन् 20 के माह के वें दिन
श्री सक्षम अधिकारी न.वि.न्यास, कोटा
ने निम्न की उपस्थिति में कोटा में हस्ताक्षर किये।

साक्षी :-

1. नाम
पिता/पति का नाम हरिप्रसाद प्रजापति
व्यवसाय बी. वजरागल
निवास स्थान पट्टा
2. नाम
पिता/पति का नाम
व्यवसाय
निवास स्थान
आज दिनांक 20 को
निम्नलिखित की उपस्थिति में उक्त श्री (आवंटी)
द्वारा कार्यालय नगर विकास न्यास कोटा में हस्ताक्षर किये गये

साक्षी के हस्ताक्षर

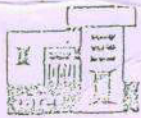
साक्षी के हस्ताक्षर

आवंटी के हस्ताक्षर

साक्षी के हस्ताक्षर

साक्षी के हस्ताक्षर

1. नाम सुरेन्द्र सिंह दह
पिता/पति का नाम श्री वजराज सिंह दह
व्यवसाय नौकरी
निवास स्थान 42-A, निरुपुत कॉलोनी
बसन्त विहार, कोटा
2. नाम संजय कुमार शर्मा
पिता/पति का नाम श्री रूप विनोद शर्मा
व्यवसाय नौकरी
निवास स्थान 1183, जमोरा बालाण, कोटा
आज दिनांक 20 को



नगर विकास न्यास, कोटा

8

संस्थापक निदेश

राजस्थान भू-राजस्व अधिनियम 1956 की धारा 90 (बी) के तहत पुनः आवंटन

क्रमांक :

11322

दिनांक :

2/2/12

(1) भूखण्ड धारी का नाम

(2) पति/पिता का नाम

(3) पत्नी

(4) भूखण्ड संख्या

(5) योजना का नाम

(6) सहकारी समिति का नाम

(7) जोब संख्या

यश मंगल विन्दाई सड़क विकास योजना
नरसिंह सिंघाना जी मंगलिक जैन के द्वारा
मंगल निवास विजय पाड़ा रामपुर

सबल पथ क्षेत्रफल 558/72 वर्ग मी.

नरसिंह राम नरसिंह ख.न. 46/3,4

II

राज्य सरकार के आदेश क्रमांक प.5 (3) न.वि.वि. 13/99 दिनांक 10/07/99 की अनुपालना में उपरोक्त भूखण्ड धारियों को आवासीय/वाणिज्यिक उपयोग हेतु नियमित कर नियमन दर पर पुनः आवंटित किया जाता है। आवंटन की शर्त निम्न प्रकार होगी - यह आवंटन 99 वर्ष की लीज पर किया जाता है।

2. यह भूखण्ड पर विशमानुसार नगरीय कर देय होगा जो कि वर्तमान में उस क्षेत्र की नियमन दर/आरोक्षित दर का 2.5% 5.0% प्रति वर्ग गज है नगरीय कर की उक्त राशि की नियमानुसार समय-समय पर बढ़ोत्तरी की जा सकेगी।

3. भवन निर्माण का कार्य आवंटन पत्र जारी होने की तिथि से 5 वर्ष की अवधि में पूर्ण करना होगा।

4. यदि भूखण्ड 500 वर्ग मी. क्षेत्र तक का है, तो उस पर निर्माण इस आवंटन पत्र के आधार पर किया जा सकता है। जिसके साइट प्लान के अनुसार सेट बैक छोड़ने होंगे एवं न्यास के विविडिंग वाइलाज के अनुसार निर्माण किया जा सकेगा, इसके लिए भूखण्ड धारक द्वारा प्रस्तावित निर्माण के लिए निर्धारित आवंटन पत्र आवश्यक दस्तावेजों के साथ सहस्र अधिकारी को प्रस्तुत किया जाना आवश्यक होगा।

5. इस आवंटन पत्र के आधार पर उक्त भूखण्ड के सरकार/जीवन बीमा निगम/शिडयूल्ड बैंक/सरकारी अणुदात्री संस्था/एचडीएफसी/अथवा नेशनल हाऊसिंग बैंक द्वारा अधिकृत अणुदात्री संस्थाओं के पास भवन निर्माण के ऋण के लिए गिरवी रक्का जा सकेगा।

6. साइट प्लान न्यास द्वारा अनुमोदित से आउट प्लान के अनुसार जारी किया गया है।

7. आवंटनी द्वारा सम्बन्धित निगमों, उपनियमों, राज्य सरकार/न्यास के समय-समय पर जारी होने वाले निर्देशों, निर्णयों व अनुपालना की जाएगी।

धारियों के आवंटन अनुसार भूखण्ड पर धारियों का कब्जा निर्विवाद मानकर यह आवंटन पत्र जारी किया जा रहा है। अतः कदापि हस्तक्षेप किसी प्रकार के विवाद के लिए न्यास जिम्मेदार नहीं होगा।

आवंटनी द्वारा भूखण्ड विक्रय करने पर क्रेता द्वारा भूखण्ड का हस्तान्तरण नगर विकास न्यास के नियमों के अनुसार न्यास से करवाना होगा।

10. यह आवंटन पत्र भूखण्ड के आवासीय/वाणिज्यिक प्रयोजनार्थ है निर्मित भूखण्ड के सम्बन्ध में राज्य सरकार के आदेश क्रमांक प.5 (3) न.वि.वि. 13/99 दिनांक 10/07/99 द्वारा भवन वाणिज्यिक विनियमों के प्रावधानों में प्रदत्त शिथिलता के तहत नियमन योग्य निर्माण ही नियमित किया जाता है तथा नियमन आयोग निर्माण के संबंध में संबंधित विनियमों के अनुसार कार्यवाही की जाएगी।

11. उपरोक्त शर्तों में से किसी भी शर्त के उल्लंघन किये जाने पर उक्त आवंटन निरस्त किया जा सकेगा।

12. भूखण्ड की लीज टीड का नियमानुसार पंजीयन करवाया जाना अनिवार्य होगा।

भूखण्ड का विवरण निम्नानुसार है :-

भूखण्ड कि लम्बाई * चौड़ाई

सामने ()

पीछे ()

साइड ()

()

वर्ग गज 558/72 वर्ग मी.

अधिकतम एफ.ए.आर. स्वीकार्य

भवन की अधिकतम स्तरीकरण ऊँचाई

सहायक नगर नियोजक

नगर विकास न्यास, कोटा

क्रमांक:-

प्रतिलिपि : लेखा शाखा नगर विकास न्यास, कोटा को सूचना एवं नगरीय कर रजिस्टर तुरंत तैयार करने हेतु।

प्रमाणित अधिकारी (निर्देशाधिकारी)

(नगर विकास न्यास, कोटा)

नियमित

प्रमाणित अधिकारी (निर्देशाधिकारी)

नगर विकास न्यास, कोटा





नगर विकास न्यास, कोटा

प्रमाण पत्र

दिनांक

2/2/2012

क्रमांक :- 13383

1. भूस्वामी का नाम : यश अश्वि चिल्ड्रेन राउंड डेवलपर्स प्रा. लि. जालंधर
2. पिता / पति का नाम : निरंजन श्री मालवीय श्री जी. प्रकाश चंद नै
3. भूखण्ड संख्या : 556/172
4. योजना का नाम / ग्राम का नाम : ख. नं. 556/2, 3, 4

5. क्षेत्रफल : 556/172 वर्ग मी.

6. वार्षिक नगरीय कर की राशि : 311456/-

एक बारीय नगरीय कर की राशि : 311456/-
(कालम 6 से 10 गुणा राशि)

उपरोक्त राशि अक्षरे रुपये : तीन लाख सत्तर हजार मात्र के हिसाब

रसीद/चालान नम्बर : 9443 दिनांक : 18/1/12 द्वारा जमा कराये गये।

अतः भू आवंटन की शर्त संख्या : 2 (ब) में अंकित अवधि को अवशेष अवधि के लिए

नगरीय कर के भुगतान से उक्त भूखण्ड को मुक्त किया जाता है।

उपसचिव एवं प्राधिकृत अधिकारी
नगर विकास न्यास, कोटा



PROPOSED
RESIDENTIAL
IN KH.NO. 2, 3, 4
LAYOUT PLAN FORMULATED
TIAL BUILDING
VILLAGE:- RAMCHANDRA PURA
TEH:- LADPURA KOTA.
TOTAL LAND AREA:- 4800.00 SQ.

OWNER:-
YASH AKSHYA BUILDER
& DEVELOPERS PVT.LTD.
DIRECTOR SH. ALOK JAIN
S/O SH. PRAKASH CHAND JAIN

LAYOUT PLAN/SITE PLAN OF KH. NO. 2 (466/2), 3, 4 VILLAGE
RAMCHANDRAPURA IS TECHNICALLY APPROVED FOR RESIDENTIAL
PURPOSE (FLATS) AS PER NOTE SHEET PERA NO. 44 TO 50 WITH
FOLLOWING CONDITIONS:-

1. TOTAL LAND APPLIED - 4800 SQM.
2. AREA UNDER ROAD - 144 SQM.
3. NET PLOT AREA - 4652 SQM.
4. PATTAH OF ONLY NET PLOT (A₁ TO F₁) TO BE ISSUED.
5. LAND TITLE AND KHASRA BOUNDRY TO BE CHECKED AND VERIFIED BY TEHSIL SECTION.
6. BEFORE ISSUING PATAH PARAMETERS, LAND CONVERSION, PERIPHERY, DEVELOPMENT CHARGES ETC. TO BE GOT DEPOSIT AS PER RULES BEFORE ISSUING PATTAH.
7. APPROACH ROAD 60' WIDE TO BE ENSURED.
8. THE PATTAH WILL BE ISSUED ONLY AFTER SURRENDER OF LAND FALLING IN RIGHT OF WAY OF SOUTH-WEST & NORTH SIDE OF PROPOSED LAND.
9. BUILDING PLAN PARAMETERS TO BE KEPT AS BELOW:-
 - (1) MINIMUM SET BACK.
 - NORTH - 9.00 MTR.
 - SOUTH - 12.00 MTR.
 - EAST - 9.00 MTR.
 - WEST - 9.00 MTR.
 - FAR - 1.2 (STANDARD)
 - (2) MAX. COVERAGE - 40 %
 - (3) MAX. HEIGHT - 27 MTR. (INCLUDING STILT)
 - (4) OTHER PARAMETERS - AS PER BYE LAWS 2010.
10. CONDITIONS MENTIONED IN CIRCULAR DATED 16-04-2010 & TOWNSHIP POLICY-2010 TO BE ENSURED.
12. APPROVAL OF TRUST TO BE OBTAINED BEFORE ISSUING PATTAH.
13. AS PER TOWNSHIP POLICY-2010 (UPTO 10 HECT.) POINT 5.03, AMOUNT EQUIVALENT TO 5 % OF THE AREA CALCULATED AT RESIDENTIAL RESERVE PRICE TO BE DEPOSITED.
14. AS LEVEL OF PROPOSED SITE IS APPROX. 10'-15' BELOW FROM EXISTING ROAD LEVEL SO PERMANENT TREATMENT SHALL BE KEPT TO PREVENT SEAPAGE WATER.

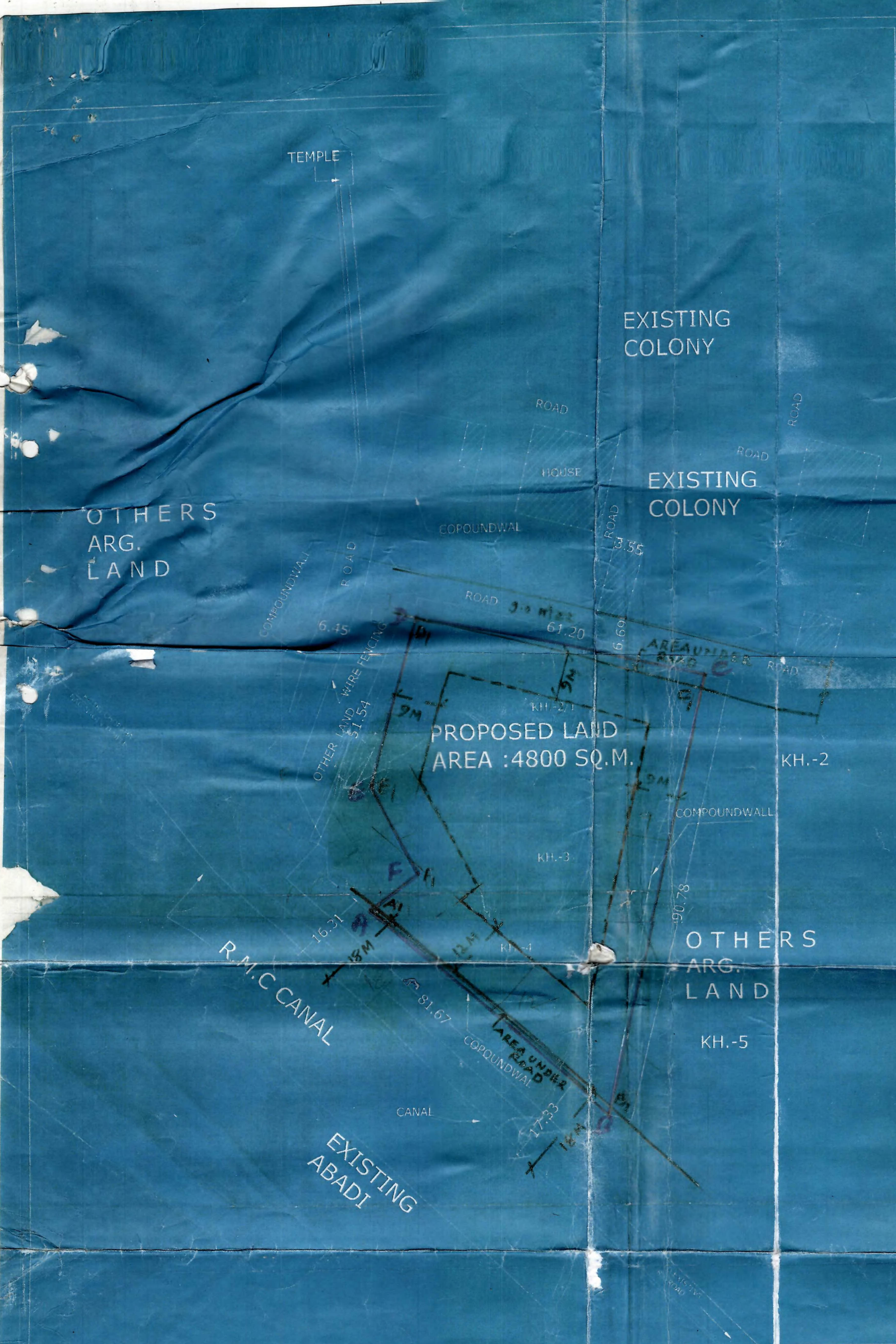
वरिष्ठ नगर निवासी
नगर विकास बोर्ड, म.प्र.

USE	AREA IN SQ.M.	PERCENTAGE
RESIDENTIAL	4800 SQ.M.	100%
TOTAL AREA	4800 SQ.M.	100%

SIGNATURE
ARCHITECT/CIVIL ENGG.
NAME / ADDRESS / L.I.C. NO.

For Yash Akshya Builders & Developers Pvt. Ltd.

OWNER / PRESIDENT / AS
NAME / ADDRESS



खसरा सीमांकन A to F तक प्रसारित
20/10/2019



कार्यालय नगर विकास न्यास, कोटा

क्रमांक - एफ 7/D.T.P./2010/ 54

दिनांक - 19.1.2011

--- रजिस्ट्रेशन प्रमाण पत्र ---

(10 हेक्टेयर से कम / अधिक)



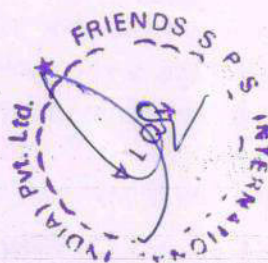
राज्य सरकार द्वारा जारी टाउनशिप नीति - 2010 के अन्तर्गत श्री/श्रीमती/मैसर्स

अलोकिक जैन पिता का नाम प्रकाश चन्द जैन अधिकृत डायरेक्टर
निवासी महल अष्टम विहडल एण्ड डवलपर्स प्रा. लि. को नगर
अलोकिक मार्बल एण्ड स्टेन्स कार्लाबाड रोड कोटा
न्यास, कोटा के नगरीय क्षेत्र में कृषि / आबादी भूमि / आवंटित भूमि पर योजना विकसित करने हेतु निम्न
शर्तों के साथ अधिकृत किया जाता है :-

- 1- उक्त प्रमाण-पत्र केवल रजिस्ट्रेशन मात्र है। प्रमाण-पत्र केवल कोटा नगरीय क्षेत्र के लिए ही मान्य होगा। इसका अन्य कार्य हेतु उपयोग नहीं किया जा सकेगा।
- 2- योजना विकसित करने हेतु पॉलिसी में निर्धारित मानदण्ड एवं नियमानुसार वांछित पूर्ति उपरान्त यथा भू-उपयोग परिवर्तन ले-आउट प्लान अनुमोदन, 90-वी आदि उपरान्त ही योजना विकसित की जा सकेगी।
- 3- उक्त प्रमाण-पत्र का उपयोग भूखण्डों के बेचान / बुकिंग आदि में नहीं किया जा सकेगा। भूखण्डों का बेचान / बुकिंग आदि पॉलिसी में निर्धारित प्रक्रिया अनुरूप ही किया जा सकेगा।
- 4- प्रमाण-पत्र किसी को हस्तान्तरित नहीं किया जा सकेगा नवीनीकरण हेतु एक माह पूर्व आवेदन करना होगा। पांच वर्ष पश्चात् तीन माह तक शास्ती राशि नवीनीकरण की 50% आरोपित की जाकर नवीनीकरण किया जा सकेगा। उक्त अवधि पश्चात् प्रमाण-पत्र स्वतः निरस्त माना जायेगा।
- 5- प्रमाण-पत्र जारी होने के तिया से 5 वर्ष तक मान्य होगा। 5 वर्ष पश्चात् निर्धारित राशि जमा करवाकर पुनः आगामी 5 वर्षों के लिये बढ़ाया जा सकेगा।
- 6- टाउनशिप नीति 2010 के मानदण्ड एवं नियमों की अवहेलना करने पर न्यास को किसी भी समय रजिस्ट्रेशन निरस्त करने का पूर्ण अधिकार होगा।

उक्त प्रमाण-पत्र आज दिनांक 19.1.2011 को मेरे हस्ताक्षर एवं मुद्रा से जारी किया गया।

दिनांक :-




सचिव

नगर विकास न्यास, कोटा

आज दिनांक 30 माह April सन् 2010 को 17:00 बजे
श्री/श्रीमती/शुश्री SHIKHA KHANDELWAL पुत्र/पुत्री/पत्नी श्री DHANRAJ KHANDELWAL
उम्र 36 वर्ष, जाति MAHAJAN व्यवसाय H.W
निवासी D-28 NEW COLONY GUMANPURA KOTA
ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

Shikha Khandelwal

हस्ताक्षर प्रस्तुतकर्ता हस्ताक्षर उम्र पंजीयक, KOTA
(2010003527)
(SALE DEED (CONVEYANCE DEED))

रसीद नं० 2010003402 दिनांक 30/04/2010
पंजीयन शुल्क रु० 50000/-
प्रतिलिपि शुल्क रु० 300/-
पृष्ठांकन शुल्क रु० 0/-
अन्य शुल्क रु० 0/-
कमी स्टाम्प शुल्क रु० 276230/-
कुल योग रु० 326530/-



(2010003527) उम्र पंजीयक, KOTA
(SALE DEED (CONVEYANCE DEED))



व्यावसायिक
सहायक सहायिका
कोटा (राजस्थान)

उक्त श्री/श्रीमती/सुश्री (Executant)

1-SHIKHA KHANDELWAL/DHANRAJ KHANDELWAL

Age:36, Caste-MAHAJAN

Ocu.-H.W

R/O-D-28 NEW COLONY GUMANPURA KOTA



2-SMT NEENA JAIN/PADAM JAIN

Age:41, Caste-MAHAJAN

Ocu.-H.W

R/O-FL.NO. 1 & 2 TOP FLOOR SH. MAHALAXMI APARTMENT CHAWANI KOTA

जी.पी.जी.



3-SMT INDERJEET KAUR/SATYENDERPAL SINGH

Age:41, Caste-SIKH

Ocu.-H.W

R/O-SH. MAHALAXMI APARTMENT CHAWANI KOTA

Inde



(And Claimant)

1-YASH AKSHAY BUILD. AND DEV. P. LTD TH

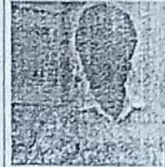
DIR ALOK JAIN/PRAKASH CHAND JAIN

Age:41, Caste-MAHAJAN

Ocu.-BUSINESS

R/O-MANGAL NIWAS 41 VIJAYPARA RAMPURA KOTA

Ash



ने लेख्यपत्र SALE DEED (CONVEYANCE DEED)
को पढ़ सुन खे समझकर निष्पादन करना स्वीकार किया।
प्रतिकूल राशी रु० 8000000/- पूर्व में/मेरे
समक्ष/मे से रु० 8000000/-पूर्व में _____
यमेरे समक्ष प्राप्त करना स्वीकार किया।

उक्त निष्पादन कर्ता की पहचान

1. श्री/श्रीमती/सुश्री SURENDRA SINGH HADA

पुत्र/पुत्री/पत्नी श्री B. SINGH उम्र 34 वर्ष

जाति RAJPUT व्यवसाय P.SERVICE

निवासी 42-A CHITRAGUPT COLONY KOTA

Sure

2. श्री/श्रीमती/सुश्री AMINUDDIN.

पुत्र/पुत्री/पत्नी श्री MOHD.DEEN उम्र 44 वर्ष

जाति MUSLIM व्यवसाय BUSINESS

निवासी DURGA COLONY KOTA ने की है जिनके

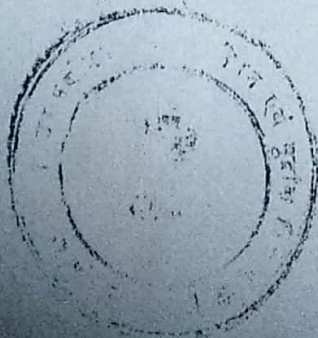
Am

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

(2010003527)

उप पंजीयक, KOTA

(SALE DEED (CONVEYANCE DEED))



हस्ताक्षर
समक्ष
अंगुठा

धारा 54 के तहत प्रमाण-पत्र
प्रमाणित किया जाता है कि इस विक्रय पत्र
की मालियत रुपये 8000000
मानते हुए इस पर देय कमी मुद्रांक
राशि 276230 पर कमी पंजीयन शुल्क
रुपये 50000 कुल रुपये 326530
जरिये रसीद संख्या 2010003402 दिनांक 30/04/2010
में जमा किये गये हैं।
अतः दस्तावेज को रुपये 356230
के मुद्रांकों पर निष्पादित माना जाता है।


(2010003527) उप पंजीयक, KOTA
(SALE DEED (CONVEYANCE DEED))

आज दिनांक 30/04/2010 को
पुस्तक संख्या 1 जिल्द संख्या 1055
में पृष्ठ संख्या 180 क्रम संख्या 2010002330 पर
पंजिबद्ध किया गया तथा अतिरिक्त
पुस्तक संख्या 1 जिल्द संख्या 2532
के पृष्ठ संख्या 216 से 225 पर
चंस्पा किया गया।


(2010003527) उप पंजीयक, KOTA
(SALE DEED (CONVEYANCE DEED))



80,000/

भारतीय गैर न्यायिक INDIA NON JUDICIAL

दस हजार रुपये

₹. 10000

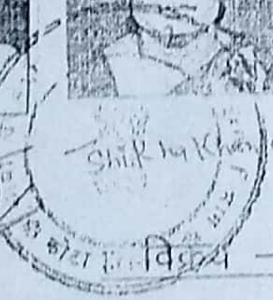
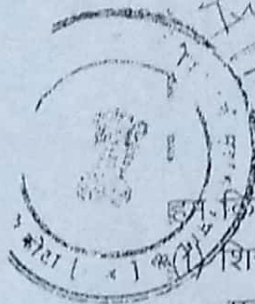
Rs. 10000

TEN THOUSAND RUPEES

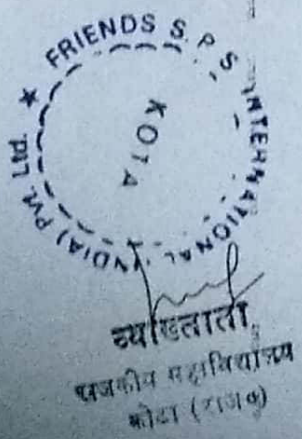
INDIA

राजस्थान RAJASTHAN

846323



- हस्ताक्षर :-
- (1) शिखा खण्डेलवाल आयु 36 वर्ष पत्नी श्री धनराज खण्डेलवाल जाति महाजन निवासिनी डी-28, न्यू कॉलोनी, गुमानपुरा, कोटा राज0
 - (2) श्रीमती नीना जैन आयु 41 वर्ष पत्नी श्री पदम जैन जाति महाजन निवासिनी फ्लेट नं0 1 व 2 टॉप फ्लोर "श्री महालक्ष्मी अपार्टमेन्ट", छावनी, कोटा राज0
 - (3) श्रीमती इन्द्रजीत कौर आयु 41 वर्ष पत्नी श्री सत्येन्द्रपाल सिंह जाति शिख निवासिनी "श्री महालक्ष्मी अपार्टमेन्ट", छावनी, कोटा राज0 की हैं ।



हस्ताक्षर कोटा-

श्री पंजीपत प्रथम
कोटा (राज.)

हस्ताक्षर विक्रमीगण-

Shikha Khundelwal



A circular blue ink stamp. The outer ring contains the text "FRIENDS OF THE NATIONAL INDIAN" at the top and "KOTA PVT. LTD." at the bottom, separated by a star on the left. The word "KOTA" is printed in the center.

सत्यमेव जयते

[Signature] श्री पूर्णचन्द्र प्रसाद
कोटा (राज.)

हस्ताक्षर विक्रेतागण-
Indu Shikha Khanelwal



राजस्थान RAJASTHAN

846325

है हक काश्त आदि के अधिकार को संयुक्त रूप से अथवा पृथक पृथक रूप से रहन, ब्रैय, दान, वसीयत व हस्तान्तरण आदि करने का पूर्ण अधिकार प्राप्त है ।

यह कि हमको रूपयों की आवश्यकता होने से हमने अपने संयुक्त कब्जे काश्त एवं खाते की उपरोक्त वर्णित आराजी खसरा संख्या 3 की रकबा 0.03 हैक्टर किस्म गै.मु.चाह, खसरा संख्या 4 की रकबा 0.28 हैक्टर किस्म चाही उत्तम खसरा संख्या 466/2 की रकबा 0.17 हैक्टर किस्म नहरी प्रथम कुल किता तीन मुमला रकबा 0.48 हैक्टर (जिसमें बाउन्डीवाल हो रही है) वाके ग्राम रामचन्द्रपुरा भू-अभिलेख क्षेत्र लाडपुरा तहसील लाडपुरा जिला कोटा राज0 के हक काश्त आदि के अधिकार को यश अक्षय विल्डर्स एण्ड डेवलपर्स प्राइवेट लिमिटेड निदेशक व अधिकृत श्री आलोकिक जैन आयु 41 वर्ष आत्मज श्री प्रकाश चन्द जी जैन जाति जैन निवासी मंगल निवास, 41, विजयपाडा, रामपुरा, कोटा राज0 को बकीमत 80,00,000/- रुपये अक्षरे अस्सी लाख रुपये में विक्रय करने का इकरार कर कीमत की सम्पूर्ण राशि 80,00,000/- रुपये में से 79,00,000/- रुपये अक्षरे उन्चासी लाख रुपये पूर्व में एवं 1,00,000/- रुपये वक्त रजिस्ट्री हमने क्रेता फर्म से निम्न प्रकार से प्राप्त कर कब्जा वास्तविक एवं मालिकाना मौके पर धावाहान के समक्ष क्रेता फर्म को उक्त खसरा नम्बरान की आराजीयात पर सम्मला दिया है । अब उपरोक्त आराजीयात के वाक्त क्रेता से कोई राशि लेना शेष नहीं रहा है ।

व्याख्याता
राजकीय महाविद्यालय
कोटा (राज.)

हस्ताक्षर क्रेता-

कोटा (राज.)

हस्ताक्षर विक्रेतागण-

भारतीय गैर न्यायिक INDIA NON JUDICIAL

दस हजार रुपये

रु.
10000



Rs.
10000

TEN THOUSAND RUPEES

राजस्थान RAJASTHAN

846327

यह कि उपरोक्त बेचान की गयी आराजीयात के सम्बन्ध में हमारे उत्तराधिकारियों ने हक उज्र बतला कर क्रेता फर्म से किसी प्रकार का कोई विवाद किया तो वह इस विक्रय पत्र के आधार पर गलत, असत्य एवं बेअसर माना जावेगा, जिसका सम्पूर्ण उत्तरदायित्व हमारा स्वयं का होगा । यदि हमारे उत्तराधिकारियों के नावा, झगडा करने अथवा हमारे खातेदारी अधिकार की कमी के कारण उपरोक्त बेचान की गयी आराजीयात अथवा इसका कोई भाग क्रेता फर्म के कब्जे से निकल जावे तो जर्बे बैय की सम्पूर्ण राशि मय हर्जे खर्चे के क्रेता फर्म हमारी जात एवं जायदाद से वसूल करने के पूर्ण अधिकारी होंगे जिसमें हमको अथवा हमारे उत्तराधिकारियों को किसी प्रकार का कोई उज्र या एतराज नही होगा ।

यह कि उपरोक्त बेचान की गयी आराजीयात पूर्व में अन्य जगह पर रहन, बैय, दान, वसीयत आदि नही हो रही है तथा न ही किसी बैंक, सरकारी संस्था, गैर सरकारी संस्था अथवा अन्य दीगर जगह पर बंधक है, यानि कि उपरोक्त आराजीयात हर प्रकार से भार मुक्त हैं । उक्त आराजीयात पर आज दिनांक तक सरकारी, गैर सरकारी अथवा किसी भी प्रकार की देनदारी हुयी तो उसकी अदायगी का दायित्व स्वयं हमारा होगा । उक्त आराजीयात के सम्बन्ध में किसी भी न्यायालय में कोई विवाद लम्बित नहीं है तथा न ही उक्त आराजीयात पर किसी न्यायालय द्वारा निषेधाज्ञा ही जारी हो रही है ।

अप पंजीयक प्रथम

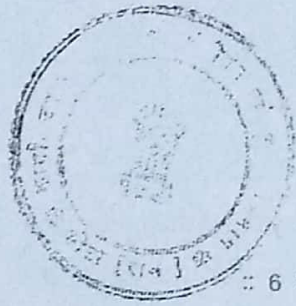
हस्ताक्षर क्रेता-

कोटा (राज.) हस्ताक्षर

विक्रेतागण

जीना जीना
Shikha Khandewal





:: 6 ::

यह कि उपरोक्त वर्णित आराजी खसरा संख्या 3 की रकबा 0.03 हैक्टर किस्म गै.मु.चाह, खसरा संख्या 4 की रकबा 0.28 हैक्टर किस्म चाही उत्तम व खसरा संख्या 466/2 की रकबा 0.17 हैक्टर किस्म नहरी प्रथम कुल किता तीन जुमला रकबा 0.48 हैक्टर बाके ग्राम रामचन्द्रपुरा पटवार मण्डल रामचन्द्रपुरा भू-अभिलेख क्षेत्र लाडपुरा तहसील लाडपुरा जिला कोटा राज0 को इस विक्रय पत्र के आधार पर क्रेता फर्म राजस्व रिकॉर्ड्स में अपने खाते दर्ज करवा कर इन्तकाल प्रमाणित करवा सकेंगी, जिसमें हमको अथवा हमारे उत्तराधिकारियों को किसी प्रकार का कोई उज्र या एतराज नहीं होगा ।

यह कि उपरोक्त वर्णित आराजी खसरा संख्या 3 की रकबा 0.03 हैक्टर किस्म गै.मु.चाह, खसरा संख्या 4 की रकबा 0.28 हैक्टर किस्म चाही उत्तम व खसरा संख्या 466/2 की रकबा 0.17 हैक्टर किस्म नहरी प्रथम कुल किता तीन जुमला रकबा 0.48 हैक्टर बाके ग्राम रामचन्द्रपुरा पटवार मण्डल रामचन्द्रपुरा भू-अभिलेख क्षेत्र लाडपुरा तहसील लाडपुरा जिला कोटा राज0 में स्थित है जो कि पूर्णतया कृषि भूमि है। उक्त आराजीयात नगर निगम सीमा में स्थित है । उक्त आराजीयात रोड से 1/2 कि0 मी0 की परिधि में स्थित है । इस प्रकार से उक्त आराजीयात का बेचान केवल मात्र 80,00,000/- रुपये में ही किया गया है ।

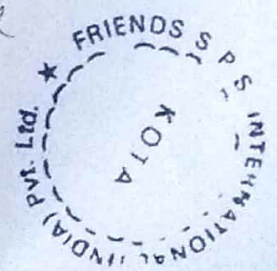
हस्ताक्षर क्रेता-

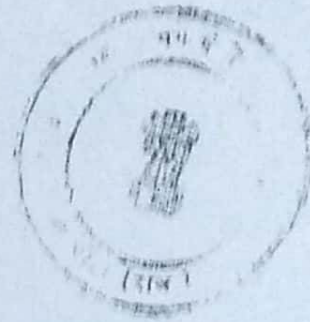
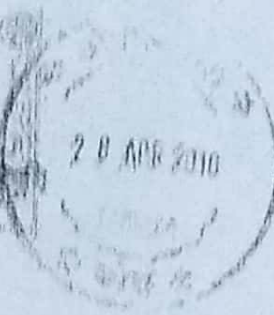
हस्ताक्षर विक्रेतागण-

व्याख्याता
राजकीय महाविद्यालय
कोटा (राज0)

नय पंजीयक प्रमाण
कोटा (राज0)

Shikha Khandelwal





7

अतः यह दस्तावेज विक्रय पत्र हमने पूर्ण होश हवास स्वस्थ चित्त
बिना किसी बचाव के तहरीर कर दिया जो कि सनद रहे तथा वक्त जरूरत काम
आने पर चाही रजिस्ट्री स्टाम्प, फीस आदि का खर्च क्रेता ने ही वहन किया है।

लिहाजा यह दस्तावेज विक्रय पत्र तादादी 80,00,000/- रुपये
का स्टाम्प कीमती 10,000/-, 10,000/-, 10,000/-, 10,000/-, 10,000/-,
5000/-, 5000/-, 5000/-, 5000/-, 5000/-, 5000/- रुपये कुल कितना
11 जुमला 80,000/- रुपये पर तहरीर है।

तहरीर दस्तावेज दिनांक :- 30-04-2010

प्रारूपकार : सत्यप्रकाश पाठक, डी.डी.राइटर, कोटा राज०
ला० नं० 75

साक्षी 1-

हस्ताक्षर - मिस्त्रागण
Shri Kna Khairulnurd

साक्षी 2-
व्यक्तिगत प्रत्यक्ष
कोटा (राज०)

हस्ताक्षर - क्रेता

व्यासताता
राजकीय यात्राविभाग
कोटा (राज०)





यह स्टाम्प दस्तावेज विक्रय पत्र तादादी 80,00,000 /- रुपये का
स्टाम्प कीमती 80,000 /- रुपये के साथ वास्ते तकमील संलग्न है ।

हस्ताक्षर-क्रेता

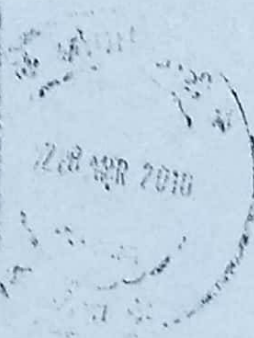
[Signature]

[Signature] श्रीमान
हस्ताक्षर-विक्रेतागण
Shi Khakhandelwal

श्रीमान प्रथम
कोटा (राज.)

[Signature]
प्रधान
कोटा (राज.)





यह स्टाम्प दस्तावेज विक्रय पत्र तादादी 80,00,000 /- रुपये का
 रकम कोमती 80,000 /- रुपये के साथ वास्ते तकमील संलग्न है ।

हस्ताक्षर-कोटा

Alot

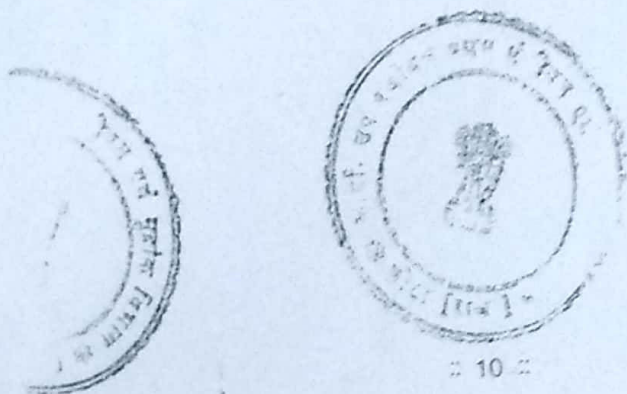
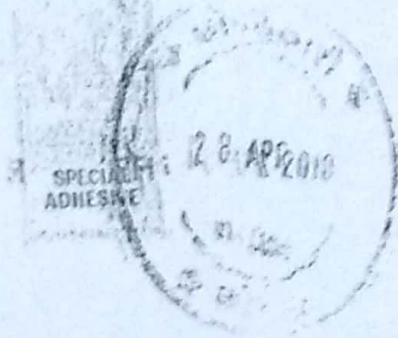
Shikha Rhandelwal
 हस्ताक्षर-जीना जैना
 शिखा रणदेवल

जन प्रकीर्णक प्रमाण
 कोटा (राज.)

huf

कोटा महानगरपालिका
 कोटा (राज.)





यह स्टाम्प दस्तावेज विक्रय पत्र तादादी 80,00,000/- रुपये का
स्टाम्प कीमती 80,000/- रुपये के साथ वास्ते तकमील संलग्न है ।

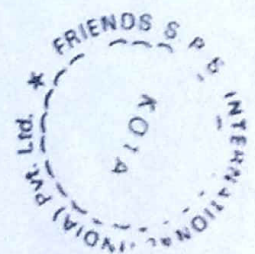
हस्ताक्षर-क्रेता

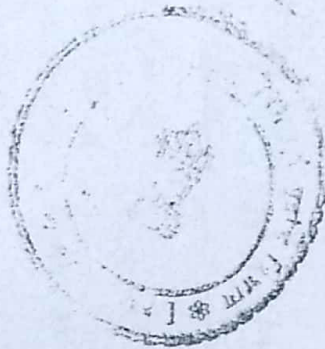
[Signature]

[Signature] शिखा खन्डेल्वर
हस्ताक्षर-विक्रेतागण
Shikha Khundelwar

उप राज्यीयक प्रमुख
कोटा (राज.)

[Signature]
व्याख्याता
राजकीय महाविद्यालय
कोटा (राज.)





11

यह स्टाम्प दस्तावेज विक्रय पत्र तादादी 80,00,000 /- रुपये का
स्टाम्प कीमती 80,000 /- रुपये के साथ वास्ते तकमील संलग्न है ।

हस्ताक्षर-क्रेता

[Signature]

हस्ताक्षर-विक्रेता
[Signature] शिखा खन्नेलवाल
Shikha Khannelwal

नम्र धनीयक प्रमाण
कोटा (राज.)



जमावन्दी

राजपूत/रसुप
नाम
2065-2068

पटवार क्षेत्र :
जिला :
वार्षिक सप्लत :
2065

भू अभिलेख निरीक्षण क्षेत्र :
दिनांक :
प्रपत्र पी. 26
पृष्ठ नं. जमा. 28

खेत (खते)		मूनि धारक का नाम या नाम	कारतबार का नाम, पिता जमीन तथा नियत स्थान के पहा बंदिन तथा मूनि काल	खसरा नं.	क्षेत्रफल	मूनि वर्गीकरण	सिंचाई के साधन	देय लागान		नामानकरण आदेश नं. तथा तारीख	मूनि यात्रा विवरणों जिस के पहा मूनि अन्तर्गत से	टिप्पणियाँ
नया	पुराना							दर	रकम			
1	2	3	4	5	6	7	8	9	10	11	12	13

87 101 बाजार थिहा 250 मिनि 25.5.2010 के जेला असा असा
लिकार खसरेवास करी मालाग नि 0-28
नये बनेने जेला असा बीगा जे
पहा पहा जे जेला मालाग
नि 0 बनेने 3 259 फलो
की मालाग की जेला असा
इजरीन के पहा असेजपान
सिंह जेला नि 0 फलो 3.
1 5 2 259 फलो की मालाग
जेला असा नि 0 फलो
फलो मा 25 11711-200

3 0.03 फलो मा 0.03
4 0.28 मा 0.28 मा 0.28
46 0.17 मा 0.17 मा 0.17
3 2 544

असा 0.48 जेला असा 0.48
3 0.03 फलो 0.03
मा 0.28 मा 0.28
मा 0.17 मा 0.17

18.88
13.44
544

असा 250 मिनि 25.5.2010 के जेला असा असा
लिकार जेला असा जेला नि 0.28 नि 0.28
असेजपान की असेजपान जेला असा असा
जेला असा नि 0 मा 0.28 नि 0.28
असा 250 मिनि 25.5.2010 के जेला असा असा
लिकार जेला असा जेला नि 0.28 नि 0.28
असेजपान की असेजपान जेला असा असा
जेला असा नि 0 मा 0.28 नि 0.28



कोटि 2065-2068
जिला असा
विष्णुधियाँ जेला

25/5/2010

कोटि 25/5/2010

प्रभावन्दो (प्रतिनिधी)

संस्था	संस्था
संस्था	संस्था
संस्था	संस्था
संस्था	संस्था

जिला : फरीदाबाद
प्राप्तिका क्रमांक : 2065

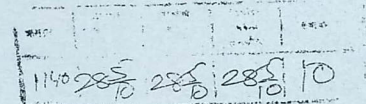
दिनांक : 28/5/2010

પ્રા. નં. ૩૬

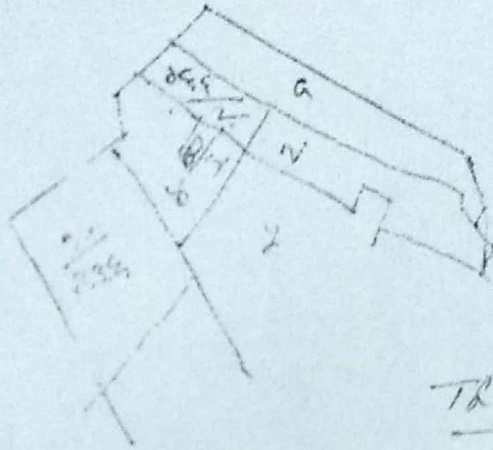
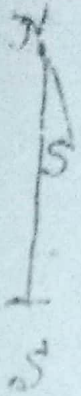
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जारी करने की दिनांक : -

प्रभावी कम्प्यूटर



21-10-2010 कोविड वायरस से तमिल नाडु राज्य में
 वायरस फैला - कोटा राजधानी
 फैलाव नैतिक - 80 बरत



TRUC. Gory

(21)
 23/2/2010
 2010

कुल 6 भागों में बांटा है/ तमिल नाडु राज्य

(84) 21/10/20 23/2/20 23/2/20 70-



मल मॉडिमे नमदा के जता शम्भुपुर तस्मिन् लम्पु

लिना केरा राजस्थान

चैत्रा १६० ६० = ६० मील



TRUE-60
 18/6/2011
 प्रबल शम्भुपुर

कठिन सा मॉडिमे सा मॉडिमे सा मॉडिमे ३०५
 (34) 17/6/2011 18/6/2011 18/6/2011 20-

For Tech Akh... And
 Director

Director



9

OFFICE OF REGISTRAR, REGISTRAR DEPARTMENT, KOTA

(Rule 75 & 131)

FEE RECEIPT

Fee Sr. No. : 2015001692 Dated : 25/02/2015
Presenter Name : ALOKIK JAIN Face Value : 35404269
Presenter Address : ALOKIK MARBLE STONE JHALAWAR ROAD KOTA
Document Type : Agreement of Developer
Claimant Name : M/S FRIENDS SPS INTERNATIONAL INDIA P LTD. TH. DIR. SHAILENDRA, CP-8, INDRA VIHAR KOTA
Document S.No. : 2015001689 Stamp Value : 354050

Ordinary Registration Fee	: 50000	Commission Fee	: 0
Copy/Scanning/Inspection Fee	: 300	Custody Fee	: 0
Fee for Memorandum u/s 64 & 67	: 0	Miscellaneous Fee	: 0
Certification Copying Fee u/s 57	: 0	Stamp Duty Cast	: 0
Surcharge on Stamp Duty			
Late Fee u/s 60 & 61			

TOTAL : 85710

Already
E-Stamp No. : / Amount : 0

(Paid) - DD No. : / Amount : 0
DD Drawn Bank : /

(Paid) - EBRAS GRV No. : / Amount : 0
Deposit Bank : / Date :

(Paid) - E-Stamp IC No. : / Amount : 0
E-Stamp Date :

(Paid) - E-Kites Token No. : / Amount : 0
E-Kites Token Date :

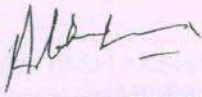
(Paid) - SHUT Receipt No. : 1502227 / Amount : 85710
SHUT Receipt Date : 25/02/2015

(Paid) - SHUT Receipt No. : / Amount : 0
SHUT Receipt Date :

(Paid) - SHUT Receipt No. : / Amount : 0
SHUT Receipt Date :



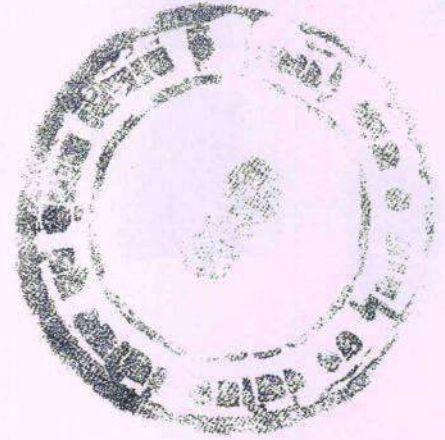
आज दिनांक 25 माह February सन् 2015 को 17:01 बजे
श्री/श्रीमती/सुश्री ALOKIK JAIN पुत्र/पुत्री/पत्नी श्री PRAKASH CHAND JAIN
उम्र 45 वर्ष, जाति MAHAJAN व्यवसाय BUSINESS
निवासी ALOKIK MARBLE STONE JHALAWAR ROAD KOTA
ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।



हस्ताक्षर प्रस्तुतकर्ता
(2015001689)
(Agreement of Developer)



हस्ताक्षर उप पंजीयक, KOTA



रसीद नं० 2015001692 दिनांक 25/02/2015
पंजीयन शुल्क रू० 50000/-
प्रतिलिपि शुल्क रू० 300/-
पृष्ठांकन शुल्क रू० 0/-
अन्य शुल्क रू० 35410/-
कमी स्टाम्प शुल्क रू० 0/-
कुल योग रू० 85710/-



(2015001689) उप पंजीयक, KOTA
(Agreement of Developer)



हस्ताक्षर

फोटो

अंगूठा

उक्त श्री/श्रीमती/सुश्री (Executant)
1-M/S YASH AKSHAY BUILDER P. LTD. TH. DIR.
ALOKIK JAIN /PRAKASH CHAND JAIN
Age:45, Caste-MAHAJAN
Ocu.-BUSINESS
R/O-ALOKIK MARBLE STONE JHALAWAR ROAD KOTA

Allok



2-M/S YASH AKSHAY BUILDER P. LTD. TH. DIR.
MANISH DHARIWAL /VIMAL KUMAR DHARIWAL
Age:46, Caste-MAHAJAN
Ocu.-BUSINESS
R/O-SHASTRI MARKET RAMPURA BAZAR KOTA

Manish



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

उक्त निष्पादन कर्ता की पहचान

1. श्री/श्रीमती/सुश्री ASHISH JAIN
पुत्र/पुत्री/पत्नी श्री P K JAIN उम्र 25 वर्ष
जाति MAHAJAN व्यवसाय BUSINESS
निवासी KOTA JN.

Ashish



2. श्री/श्रीमती/सुश्री ALOK
पुत्र/पुत्री/पत्नी श्री NIRMAL KUMAR उम्र 42 वर्ष
जाति MAHAJAN व्यवसाय SERVICE
निवासी 893 MAHAVEER NAGAR I KOTA ने की है जिनके

Alok



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

(2015001689)
(Agreement of Developer)

उप पंजीयक, KOTA



धारा 54 के तहत प्रमाण-पत्र
प्रमाणित किया जाता है कि इस विकय पत्र
की मालियत रुपये 35404269
मानते हुए इस पर देय कमी मुद्रांक
राशि 0 पर कमी पंजीयन शुल्क
रुपये 50000 कुल रुपये 85710
जरिये रसीद संख्या 2015001692 दिनांक 25/02/2015
में जमा किये गये हैं।
अतः दस्तावेज को रुपये 354050
के मुद्रांकों पर निष्पादित माना जाता है।


(2015001689) उप पंजीयक, KOTA
(Agreement of Developer)

आज दिनांक 25/02/2015 को
पुस्तक संख्या 1 जिल्द संख्या 1294
में पृष्ठ संख्या 28 क्रम संख्या 2015001017 पर
पंजिबद्ध किया गया तथा अतिरिक्त
पुस्तक संख्या 1 जिल्द संख्या 3485
के पृष्ठ संख्या 260 से 267 पर
चस्पा किया गया।


(2015001689) उप पंजीयक, KOTA
(Agreement of Developer)





THIS DEVELOPMENT AGREEMENT IS BEING MADE AND EXECUTED ON
20th JANUARY 2015 AT KOTA BY AND BETWEEN:

M/s Yash Akshay Builders and Developers Pvt. Ltd. having its Registered Office at Alokik Marbles and Stones, Jhalawar Road, Kota, a Registered Company under the Companies Act- 1956 incorporated on 17/12/2009 vide Incorporation Certificate no. U45201RJ2009PTC030520 of 2009-2010 year hereinafter referred to as "OWNER" PAN NO. AAACY4150E (which expression shall unless repugnant to context or being thereof be deemed to mean and include its present Directors, their Successors and entitles and their Heirs, Executors, Administrators, Legal Representatives, Assignees, Legatees, Nominees and constitute Attorney, etc.) through their Director Mr. Alokik Jain son of Shri. Prakash Chandra Jain age 45 years authorized through Company's Resolution dated 07/09/2012 for execution of this Agreement (hereinafter called as Authorized Representative and Signatory of the Owner), **FIRST PART**

AND

M/s Friends SPS International (India) Pvt. Ltd. having its Registered Office at CP-8, IndraVihar, Kota, a Registered Company under the Companies Act- 1956 incorporated on 11-12-2002 vide Incorporation Certificate no. 17-17972 of 2002-03 year, hereinafter referred to as "DEVELOPER" PAN NO. AAACF7459B (which expression shall unless repugnant to context or being thereof be deemed to mean and include its present Directors, their Successors and entitles and their Heirs, Executors, Administrators, Legal Representatives, Assignees, Legatees, Nominees and Constitute Attorney, etc.) through their Director Mr. Shailendra Kumar Gupta son of Shri Madan Mohan Gupta age 39 years authorized through Company's Resolution dated 17-09-2012 for execution of this Agreement (hereinafter called as Authorized Representative and Signatory of the Developer). **SECOND PART.**



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WHEREAS THE OWNER having a piece of land admeasuring 4652 sqm. Situated at Khasra no. 2 (Purana khasara no. 466/2), 3, 4 Village - Ramchandrapura, Canal Road, Tehsil - Ladpura, District - Kota. This land is acquired by the Owner vide Registered Sale Deed dated 30/04/2010 registered with Sub Registrar, Kota at Book NO. -1 Jild No. 1055 Page no 180 Sr. no. 2010002330.

Thereafter, UIT, Kota approved/ converted the said piece of Land under Section 90-B of Rajasthan Land Revenue Act-1956 Residential development purpose and issued Land Allotment letter no. 11332 dated 02-02-2012 in favor of M/s Yash Akshay Builders and Developers Pvt. Ltd., Kota. UIT, Kota issued Patta of the said piece of land on dated 02/02/2012 vide allotment letter no 11332 of UIT KOTA, registered with Sub Registrar, Kota on 22/03/2012 at Book no. 1 jild No. 1116 Page no 38 Sr. No. 2012001726 (Copies of said all Registered Documents along with Chain Documents duly signed by all the Directors of the Owner Company, are attached with this Agreement and shall form part of this Agreement).

AND

WHEREAS since registration of the property in favor of the Owners herein are in actual physical and vacant possession of the aforesaid property and the land appurtenant thereto, lying and situated at Khasra no. 2 (Purana Khasara no. 466/2), 3, 4 Village - Ramchandrapura, Canal Road, Tehsil - Ladpura, Kota, in all admeasuring around 4652 sqm, surrounded by a kachchi boundary wall, hereinafter being referred to as the 'said property', which is more particularly described in Anexture-1 appearing at the foot of these presents and as shown and delineated in Red in the site plan enclosed herewith which shall form a part of these presents.

Whereas, the Owners hereby declare that they are well and sufficiently entitle for development of the said Land, have full right, title and Interest in the said property. They further declare that their title is absolutely clear and marketable and that they have full and absolute authority to enter into these presents.

Whereas, the owner further clarifies that nobody has till date challenged or objected the ownership rights, title or interest in the said property belonging to the OWNERS and no ANY suit or proceedings are pending in any of the Courts and the OWNERS are having actual, peaceful and legal possession of the property.

AND

WHEREAS, looking to the demand for Residential Flats at good Locations in Kota, the Owners (Party of the First Part) intend to develop the said property with area admeasuring around 4652 sqm. into a Multi Story Residential Complex in accordance with the Rules, Regulations and By Laws of the local authority(ies) so as to derive maximum profitable use of the said property.



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Whereas, the Developer (Party of the Second Part) is a reputed Developer Concern and hence possesses requisite expertise and experience in the field of construction and development of Multi storied complex. The Developer also has sufficient funds, resources, technical knowhow, etc. to carry out such development work.

Whereas, the Party of the First Part met the Party of the Second Part for the development of above referred development work. Mutual discussions were held between both the Parties and an Understanding was reached for Development of the said property by the Developer for which both the Parties expressed their consent on the terms and conditions and decided to enter into an agreement and to reduce in writing the terms and conditions mutually acceptable to both the parties.

Prior to this Agreement, the Owner and the Developer have entered in an understanding for handing over of possession of the said property to the Developer for the construction of Multistoried buildings after obtaining relevant NOC's and approvals of Layout Plans from the Competent Authorities as per approvals and Building By-Laws in force.

Now, the Developer on behalf of the Owners has obtained all relevant NOC's and approvals from the Competent Authorities as above. Therefore, the Owner and the Developer had agreed to execute detailed terms and conditions by and between them mentioned hereunder:-

ARTICLE - 1

NAME OF THE PROJECT

The Development on the Said Land shall be named as "ROYAL PALMS".

The Developer shall be permitted to use the aforesaid name for various stages and purposes of the development, including marketing, marketing materials e.g. Brochure, Advertisement, etc. and other literature to be printed for sale of the Developed Complex. The name of the Project building decided by the Owner & Developer shall not be changed in future. The future buyers, individual occupiers and Residential Society of the building shall also be bound with this stipulation. It is also been categorically agreed by the developer that in future wherever promotion for this project is done, the name of the owner and the developer will be of same size and font.

ARTICLE - 2

OBJECT

The main object of this Agreement between the Owner and the Developer is that they agree in accordance with the existing rules, regulations, laws/bylaws and guidelines in the State of Rajasthan the complex is likely to be accorded the status of the Residential Complex. The parties expect to obtain sanction of

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maximum permissible residential and commercial FAR as per prevailing building bylaws on the said Land.

ARTICLE - 3

DEFINITIONS

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

"AGREEMENT" means this Agreement, and includes any amendments hereto made in accordance with the provisions hereof.

"APPLICABLE LAW" means all laws of government of India/ Government of Rajasthan as prevailing and in force and effective as on the date hereof.

"ARBITRATION ACT" means the Arbitration and conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.

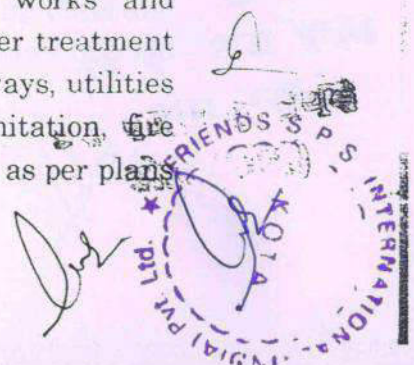
ARBITRATOR means MR. VIMAL JI DHARIWAL S/o Lt. Rikhab Chand Ji Dhariwal and Mr. Madan Mohan Ji Gupta S/o Lt. Shri Nathu Lal Ji Agrawal. The Arbitrator can appoint any one of the Advocates from the following Advocates - Sh. Jagdish ji Nandwana or Sh. Lila Dhar Ji Agarwal for their consultation.

ARCHITECT means "Mr. OM JAIN".

"COMPLETION/OCCUPATION" of the Project means the Building should be completed for habitation and ready for occupation as per the specifications mentioned in the Marketing Broachers and approved Building Plan as agreed between both the Parties with permanent electric supply to the transformer and main electrical distribution panel and at all the common areas from "JVVNL" or any other agency supplying electric power. Uninterrupted water supply from the underground bore well through overhead water tanks in each flat and common area will be essential requirement for completion of the project. However, Completion Certificate from Nagar Nigam/ UIT or any other Local Body shall not be an essential condition to recognize the Building as Complete as per the Government norms.

"COMPLEX"/PROJECT" means multistoried building with all physical and other assets including but not limited to the development of all works and infrastructure including commercial area with other facilities, water treatment plant, parking areas and facilities of common usages, paved access ways, utilities and services like power supply, water supply, drainage and sanitation, fire fighting facilities, lifts/ elevators, security systems, landscaping, etc. as per plans approved by the competent authorities.

Arbitrator: *Vimal Ji Dhariwal*



"CONSTRUCTION PERIOD" means the period beginning from obtaining the land for development after approval and sanction of building plan from the Competent Authority and from receipt of the approved and sanctioned plan by the developer ending on the expiry of 30 (Thirty) English calendar months. This period can be extended upto 42 (forty two) months including grace and penalty period.

"FORCE MAJEURE" means and shall be restricted to destruction/damage to the building(s) and/or other area of the land on account of fire, explosion, flood, storm, lightning, earthquake, war or Act of God or Act of Terrorism, Riots, Curfew, Stay/ Injunction Order from any Court/ Government.

"GOVERNMENT AGENCY" means Government of India (GOI), Government of Rajasthan (GOR) or any Ministry, Department, Commission, Board, Authority, instrumentally or Agency, under the control of GOI or GOR having jurisdiction over all or any part of the Said Land or the performance of all or any of the services.

"INTENDING PURCHASER" shall mean such person or persons or legal entity who will ultimately purchase various showroom/residential apartments/ constructed spaces in the said complex.

"PLAN" shall mean map or plan as shall be approved and sanctioned by the Government of Rajasthan or its agencies for required development and construction of the Complex.

"SAID LAND" means a piece of land admeasuring 4652 sqm. Situated at Khasra no. 2 (Purana khasara no. 466/2), 3, 4 Village Ramchandrapura, Canal Road, Tehsil Ladpura, District Kota.

"UNIT" shall mean all individual units/ showrooms/ residential apartments/ constructed spaces to comprise the new complex to be constructed on the said land capable of being owned, enjoyed and transferred independently of each other.

"IFRSD" means Interest Free Refundable Security Deposit.

NOW, THIS INDENTURE WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. That it had been agreed to by and between both the Parties that the Developer shall build a Residential Multi Storied Complex having Flats and their Common Utilities in accordance with the Building By-Laws of 2010 (Assamended up to date) on the aforesaid Plot.



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- 2 (a) That it had been agreed between both the parties that the Developer shall pay to the Owner a sum of Rs. 2,50,00,000/- (Rupees Two Crores Fifty Lacs Only) as Interest Free Refundable Security Deposit (IFRSD) towards proper commencement and timely completion of development work of the plot as per the stipulation mentioned in schedule of technical specification appended to this agreement (Annexure).

That the Developer had already paid amount aggregating Rs. 2,50,00,000/- (Rupees Two Crore Fifty Lacs only) to the Owner M/s Yash Akshay Builders & Developers Pvt. Ltd. against IFRSD prior to execution of this Agreement. The Owner and the Developer acknowledges receipt and payment of the above amount.

- 2 (b) That the Developer has prepared the building plans of the proposed development work and submitted the Building Plans for obtaining approval and sanction from the Competent Authority along with all relevant documents and NOC's.
- 2 (c) That the developer after obtaining approvals and various NOC's from the Competent Authorities took possession of the land for construction of Multistoried Building. After commencement of development work at the site, the Developer/Owner launched the project on 31st August 2014.
3. That Party of the first part i.e. the Owners further declare that they are in possession of the Original title deeds of the said property along with its chain of documents. A duly attested copy of the plenary set of title deeds will be provided by Owners to the Developer at the time of execution of this Agreement. The Owners further declare and assure to keep the original title deeds along with all relevant chain documents of the said property always in safe custody. The owner undertakes to produce the original title deed/ documents as and when required.
4. That Owner hereby declares that, they have not agreed, committed to or contracted or entered into any agreement or arrangement for Sale or Lease or Development agreement for the said property or any part thereof with any person/ entity other than the Developer. The Owner, further declare that they have not created any Lien, Charge, Mortgage or Encumbrance on the said property and the same is completely free from all encumbrances, whatsoever and that the said property would be kept free from all kinds of encumbrances during the subsistence of these presents.
5. That the Owner further declares that, they have not done any act, thing, or executed any deed or writing whereby or by reason whereof the development and construction of the said property and/or building(s) may be affected or prevented in any manner, whatsoever.

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6. That the Owner also declares that to the best of their knowledge they have not received any Notice from the Government, Local Authorities, Municipal Authority or any other Authority affecting the said property or imposing any restriction on the development of the said property in the manner proposed herein till the time of signing of this agreement.
7. That the Owner hereby confirms to the Developer that the said property is not attached by any Decree of any Court and no proceedings for acquisition of the same or any part thereof are pending in any Department or Court of Law at the time of signing of these presents.
8. That the Owner hereby confirms to the Developer that on account of any defects in the title of the aforesaid property owned by the Owner or if any charge, encumbrance, dispute or other impediment what so ever is caused or raised in future in free utilization of the said property by the Developer, due to which there is difficulty or hindrances in carrying out development of the project as per the terms of these presents, and in the event of any such issue relating to the title of the property, the Owner shall be liable to remove all such difficulties/ hindrances and shall facilitate the Developer to carry out the Development of the site smoothly. Any charges, expenses, etc. incurred in removing of such difficulties and hindrances shall be borne by the Owner.
9. That the Owner and Developer have entered into these presents on Principal-to-Principal basis only regarding the development of the said project. Nothing contained herein shall be deemed or construed as constituting a Service Contract or Partnership or Sale or in any way constitute an Association of Persons, but will be treated as a Development Agreement between the Owner and the Developer herein mentioned. This Development Agreement status will be in force till the completion of the project. Thereafter, if any revenue is generated from the said project including total sales of the total developed area and sales realization thereof in future, the same will also be shared between both the parties as per their respective ratios mentioned below in next point.
10. That it has been specifically agreed to that, the total residential/commercial area so developed/constructed by the Developer on the land provided by the Owners, shall be shared in the ratio of 42:58 between the Owner and the Developer respectively considering the cost of land and cost of construction. For clarification, the Owner shall hold 42% of the total developed / constructed area and the Developer shall hold 58% of such area. The total constructed area shall include entire newly constructed Complex, the parking area, facilities, common area, open land area and terrace Area etc. and any sort of revenue generated through this project during or after the completion of the said project. Other charges like Society Security

Maintenance, HT charges, Electrical Charges, Service Tax, etc. which does not come under the definition of the revenue generation, will be retained by the Developer only for the same purpose. In future, in case relaxation in the FAR is given by the Government then in such case, also the development benefit in the extended FAR area will be shared in proportion of 42:58 between the Owner and the Developer respectively. The cost & expenses for approvals and construction will be borne by the Developer alone.

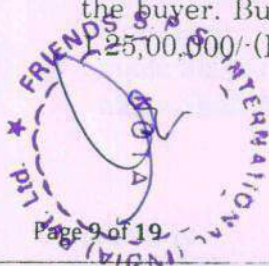
11. It is specifically agreed by both the Parties that being a Development Agreement, the Booking, execution of Sale Agreement, Sale Deed shall be signed jointly only by the Authorized Signatories of both the parties and the amount so received of any nature will be distributed as per the conditions mentioned herein at Para no. 15, 16 and 17 of this Agreement.
12. Both the Parties shall be strictly responsible for their own Income Tax liabilities or any other statutory liabilities related to their respective shares including Sales Tax, VAT or any other form of charges whatsoever. Both the parties shall keep the other party hereto indemnified from and against the same at all time. That the Developer shall be responsible for payment of his share of Service Tax or any other Tax payable in respect of booking, sales realization of the flats /units/developed area of the said building. Similarly the Owner shall be liable to pay and deposit the Service Tax or any other tax collected from the buyers at the time of booking / selling or taking possession of their share in the developed building. Further it is clarified that the Owner and the Developer shall deposit the service tax or any other Tax according to their share as payable in the Government accounts as per the statutory provisions in force.
13. That it is also agreed that the Owner shall execute a Power of Attorney in favor of the Developer or his representative at the time of signing of this Agreement for obtaining all kind of sanctions, approvals, permissions, quotas of various commodities, entitlement of allocations as may be required in connection with the construction of the building including rights of getting water, electricity and telephone connections. Execution of power of Attorney Charges of the same will be borne by the Developer.
- 14(a) That it is specifically agreed between both the parties that up to 50% of the entire project saleable area or area sold within one year whichever is earlier shall be sold jointly as per the mutually agreed rate. If the consensus on rates doesn't reach between both the Parties then both the Parties shall be free to sell their respective areas as per their wish according to the area allocated to them and the amount so received against their respective allocated area shall be retained 100% by the respective parties.

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- 14(b) It has been specifically agreed that in case both the parties do not arrive at the understanding at any point of time to sell the area jointly, the allocation of the area so developed will be divided prior to start of the sale in accordance with stipulations mentioned as under.
- 14(c) It has been specifically agreed by both the parties that in case sale of developed area is not sold jointly, then the allocation of the total developed area between the Owner and the Developer shall be as per their decided share i.e. 42:58. The basis of allocation will be Block-wise, Floor-wise, Location-wise and then Area-wise only. In case, there is any difference in area during the allocation according to respective shares, then the affected party will be entitled to get the amount from the other beneficiary party for the less area allocated to them at Soft Launching rate of the Flats. It is also specifically clarified that such area will not be more than 1000 Sq.ft. (Super Built-up Area).
- 14(d) That it is specifically agreed between both the parties that after completion of the Project, if any Portions/ Areas remain unsold, the unsold Portions/areas will be divided between both the Parties as per their agreed ratio i.e. 42:58 as mutually agreed under Para 10 above. For this purpose, both the parties shall execute necessary documents.
- 15(a) The Sale proceeds of the Flats/Developed area will be divided between both the Parties as per their respective ratios i.e. 42:58 as mutually agreed under Para 10 above. The Purchaser/ Prospective Buyers of the Flats / Developed area will deposit the amount of booking/ installments / entire sale consideration through Account Payee Cheques in favor of both the Parties as per their respective shares in the said Building. The amount of Service Tax on such payments will be borne/ paid by the Purchaser/ Prospective Buyer through separate cheques.
- 15(b) It has been specifically agreed by both the Parties that they shall be bound to sign all relevant Papers/ Documents related to sale of Flats at all time without raising any dispute by either party within a period of seven days from the date of submission for signature even if the sale of Flats is done either jointly or individually. In case, either of the party denies signature on the documents/paper relating to sale of flats, the party denying/withholding the papers/documents for more than 7 (Seven) days will be responsible for compensating the losses incurred by the other Party.
16. That it is specifically agreed between both the Parties that up to the sale of 50% of the total saleable area or one year period whichever is earlier from the date of approvals and the amount so received against this sale, till the completion of the project, the Owner shall give to the Developer 28% of amount from his share of 42 % as Interest Free Working Loan for this project within Three Working Days from the date of receipt of such payments from the buyer. But, this Interest Free Working Loan amount will not exceed Rs. 25,00,000/- (Rs. One Crore Twenty Five Lakhs Only).



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17. This interest free working loan amount for this project given to the Developer shall be adjusted against the IFRSD.
18. It has been specifically agreed by both the Parties that in case, that either party wants to sale their allocated area independently, then, they shall retain 100% of all sale proceeds of their respective shares with them. But, the Developer can sale maximum up to 75% from his allocated share of 58% till completion of this entire project. In such case, the Owner will pay Rs. 1,00,00,000 (Rs. One Crore Only) to the Developer immediately after completion of all floors slab castings from the amount of Interest Free Refundable Security Deposit paid by the Developer to the Owner.
19. That the Developer can sale maximum up to 75% of area from his share of 58% (including the area sold jointly) till the completion of project and the amount so received against the sale of Developer's share shall be retained 100% by the Developer. Remaining 25% of area will not be sold and shall be kept as security, in case the developer fails to accomplish his duties till the project is complete in all aspects.
20. That after completion of the project, both the Parties are free to sell their respective unsold areas allocated to them as per their wishes individually. For that both the Parties are bound to execute all relevant irrevocable documents such as Power of Attorney, No Objection Certificate etc. in favor of either party for the smooth sale of their allocated area without raising any dispute.
21. The Owner specifically agrees that balance Interest Free Refundable Security Deposit (IFRSD) will be refunded to the Developer after adjusting the amount of loan given to the Developer by the Owner in the following manner:
- After retaining Rs. 15,00,000/- (Rs. Fifteen Lacs only), the balance amount of IFRSD shall be paid within 15 days after completion of the Project. After deducting any liability, expenses paid by the Owner on behalf of the Developer from the date of signing of this Agreement with the prior consent of the Developer.
 - Further Amount of Rs. 15,00,000/- (Rs. Fifteen Lacs only) shall be refunded after expiry of defect liability period of 6 months.
22. That it has been specifically agreed to by and between both the parties hereto that the Developer shall develop the aforesaid Residential Building Complex in accordance with the permission, stipulations, terms and conditions approved and sanctioned by the Local Authorities i.e. UIT, Kota / Nagar Nigam, Kota and in terms of the building plan approved by the Competent Authorities at the cost of and expenses of the Developer.
23. That the Developer assures to use the best quality of material required for construction of building (specifications of which are enclosed herewith in Annexure - 2, which shall form part of these presents). However, it is being made absolutely clear by and between both the parties hereto that, Developer alone shall be responsible to meet out defects, if any or complaints are made

with regard to the quality of the construction along with the fixtures and fittings used at the time of construction, by any owner/occupant up to 6 (six) months after handing over the possession of the Flats to the Buyers/Owners. The Developer hereby also undertakes to keep the Owner indemnified for the same at all times.

24. That it has been very categorically agreed to that the cost of construction of the residential Building which includes mainly cost of construction, landscaping, development of internal roads, boundary walls, etc and as per the Annexure, Architect's fee, consultancy charges, engineer(s)'s fee, contractor's fee, Marketing, advertising, promotional cost etc (as per convenience of the Developer), fee payable to the Competent Authorities for the approval of maps and obtaining required sanctions, NOC's from respective Departments and any other cost ancillary or Incidental related to construction activities shall be payable by the Developer alone. All the bills of purchase, contract agreements, etc. will be raised in the name of Developer only and in no circumstances any liabilities or bills etc. will be raised in the name of Owner and in the name of Project. Any such cost shall not be expected to be paid by the Owners. However, it has been categorically agreed to that, in respect of sale of the respective shares of both the Parties, both the Parties shall bear Brokerage charges individually for sale of their respective shares.
25. That the Owner further agrees with the Developer that the Owner shall sign and execute from time to time all plans, applications, for lay-outs for construction of the Residential Building on the said property and all other documents that might be necessary for effectuating the purpose for which these presents are being executed.
26. That it has also been agreed to by and between both, the Owner and the Developer that, the Architect for the Project has been decided by the Developer who shall take care of planning, designing, structure and completion of the project, etc. The planning and utilities of the project will be finally approved by both the Parties. It is further agreed that if for any reason, the Architect/Contractor so appointed is required to be changed in future, then the changes shall also be made by the Developer and Owner mutually. The Advertising/ Promotional Agency will be appointed mutually, if required, to take care of sale of the Project and all the cost for the same will be borne by the Developer.
27. It is categorically agreed by both the parties that Mr. Alokik Jain and Mr. Manish Dhariwal or Mr. Shobhit Kala Directors, on behalf of the Owner and Mr. Shailendra Kumar Gupta, and Mr. S. N. Garg OR Mr. Paras Kumar Jain Directors on behalf of the Developer shall jointly represent in all important discussions with the Architects appointed for this project and they shall be jointly authorized to take final decision in respect of finalization of the aforesaid project planning, etc. or any changes in the Building Plans. The building plans have already been submitted to U.I.T, Kota and the approval of Building Layout Plans have been received on 13-12-2013 from UIT, Kota.

In case, any changes are required to be made in future in these plans, aforesaid Directors of both the Parties shall be authorized to make any such changes with their joint signatures on the revised building plans.

28. That it has been very categorically agreed to by and between both the Parties hereto that, time shall be the essence of these presents and Development work is to be completed within the stipulated time period by the Developer. Although, the Developer agrees and undertakes to commence and carry out the Project Building development work expeditiously and complete the same in all respect in a habitable accommodation within a period of **30 (Thirty) months** from the date of receipt of final approval of the Plans, Lay outs and other NOC's from the Competent Authorities. It is also agreed that the delay caused in construction and development due to *force majeure viz.* earthquake, flood, riot, war, storm, tempest, civil commotion, blast, malicious damages, fire or curfew imposed or due to any defect in the title of the Owner or Stay order/ injunction or any other reason which is beyond the control and contemplation of the Developer, would not be the responsibility of the Developer. Time consumed in clearance of the above causes and hurdles shall not be counted for stipulated time period calculation. Beyond the control and contemplation shall also mean any act of God, etc. However, any reason which could have been avoided by the Developer with care and caution will not be considered as the reasons beyond the control and contemplation of the Developer.
29. That it is further agreed to by and between both the parties hereto that, in case of any delay in completion of the development work of the Project within the stipulated period of **30 (Thirty) Months** from the date of receipt of approvals, etc., the Developer will get another **6 (Six) months** Grace period without payment of any compensation. Thereafter, the Developer will be liable to compensate the Owner by paying them a sum of Rs.1,00,000/- (Rs. One Lacs Only) per month for further six months period/till completion of the entire Project **after 36 (Thirty six) Months up to 42 (Forty Two) Months** whichever is earlier from the date as stipulated above.
30. That for the purpose of this Development Agreement, the completion of Building Project shall mean that the Building should be complete for habitation and ready for occupation along with all the specifications mentioned in the Marketing Brochures and in approved Building Plan and permanent electricity supply in the main panel, uninterrupted water supply by the available bore well, in all the places as agreed between both the Parties. However, Completion Certificate from Nagar Nigam/ UIT or any other Local Body shall not be an essential condition to recognize the Building as Complete as per the Government norms.
31. In case, the Developer is not able to complete the Project within the stipulated maximum time period mentioned in the agreement i. e. **42 (Forty Two) months** including penalty period and the development work remains pending more than 5% of entire project work as per approved Plan, in such case, Mr. Om Jain the Architect/ Civil Engineer will assess the remaining

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work and will take the decision regarding completing the remaining work by the Owner or any other Agency appointed by the Owner with the consultation of Mr. Om Jain on the following terms and conditions:

- a) The Owner shall be entitled to take possession of the project from the Developer and will assess the quantum of remaining development work in consultation with Mr. Om Jain.
- b) The Architect shall assess the remaining work and the Owner after taking possession of the Project, shall start the development work at the earliest. Such remaining work will be completed as early as possible.
- c) The Owner will have the right to take the Developers unsold area of 58% share including the balance installments of sold area from the buyers and can sale and get the registry done for the area of Developers share to realize the construction cost as occurred.
- d) The Owner shall utilize Interest Free Refundable Security Deposit of Developer to complete the construction of complex, if needed.
- e) The Owner shall pay to the Developer balance amount as and when realized from the prospective Buyers after deducting the following amount:
 - i) All Cost incurred related in completing the remaining construction work of the building complex as per approved plan and specifications.
 - ii) In case, the Owner has to invest to complete the project from his own funds, then in that case, the Developer has to pay Interest @ 18% per annum on the balance Amount spent over and above the receipts of the Developer's area sold and IFRSD, by the Owner.
 - iii) The Amount of penalty / compensation @ Rs. 1,00,000/- (Rs. One Lacs Only) per month in stipulations with the terms and conditions of this agreement will be paid by the Developer to the Owner up to the date of completion of remaining work of the Project.
 - iv) The Owner will charge Rs. 1,50,000/- (Rs. One Lac Fifty Thousand only) per month as Supervision charges till the completion of the Project.

32. In case, the Developer is unable to complete the project within **Forty Two (42) Months** including the grace and compensation period and work remains less than 5% incomplete of the total development work of the complex from the date of receipt of approval of plans from the Competent Authorities, then in such an event, the Developer will pay Rs 2,50,000/- (Rs. Two Lacs Fifty Thousand only) per month against the delay in work till the completion of the Project. The remaining work (less than 5%) will be completed by the Developer only.

33. That it has been further agreed to, that the Developer shall hand over the developed portions to the Buyers / Owner only after they are complete in all respect. It is, however being made clear by the Developer to the Owner that for want of electric connection from Vidyut Vitran Nigam Limited or any other Agency supplying power, the otherwise completed Flats / Portions shall not be treated as incomplete for the purpose of handing over possession.

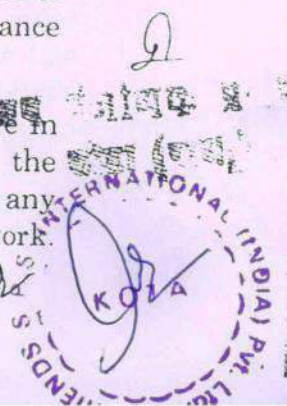
However, it has been decided that permanent electric connection from Vidyut Vitran Nigam Limited or any other Agency supplying power for common area along with uninterrupted water supply facilities from the available ground water bore well will be taken by the Developer at his own cost in the name of the Owner/ Building name or in the name of Residents Society.

34. That in case of any accident or mishap occurs during the development work with anyone who is on the duty for the said project the Developer hereby declares and undertakes to be solely responsible for all such damages, consequences, cost, etc. and all types of losses caused to any third party and the Owners shall in no way be responsible for the same. For this purpose, the Developer shall take necessary steps such as Insurance policy, WCC policy or any other policy which is required from time to time for all the workers appointed for this project on or off the site.
35. That the Developer hereby further undertakes and indemnifies the Owner in respect of all claims, damages or expenses payable consequent to any injury to any employee, workmen, invitee, nominee, etc. while in or upon the said building site during the course of development and construction.
36. That the Developer agrees and undertakes that the Owner shall not be responsible in any manner whatsoever for any claim which may be raised by any buyer due to any delay or quality by the Developer in the said Project.
37. That it has further been agreed to by and between both the parties that, the Developer shall be entitled to advertise in the name of both the parties jointly about the said project of Multi Storied Building and shall be entitled to put-up Advertisement Boards / Hoardings on the said property.
38. That it has been agreed that the land and building tax, municipal tax, lease rent etc. in respect of the said property prior to hand over of the said land for development to the Developer shall be paid by the Owners and thereafter the aforesaid taxes, lease rent, etc. till the completion of the project shall be shared by both the Parties as per their respective ratios and will be paid by the Owner. After completion of the project, the said taxes up to handing over the completed Building constructed on the said property shall be paid by the owners.
- It is further, clarified that after Completion of the project and handing over the possession of the constructed area of the residential complex, the respective parties who will be the present owners shall pay the aforesaid taxes. The flat owners shall pay electricity charges for the common area, guard charges and any other charges which are necessary for maintenance of the Project for their respective portion to the Developer/ Society/ Maintenance Agency as the case may be.
39. That it has been specifically agreed to that the Owner shall not interfere in day to day development work at site which is being carried out by the Developer and that the Owner shall neither put any hindrance nor do any such act which will adversely affect the progress of development work.

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However, the Owner or their representatives shall have the right to inspect the progress and quality of the construction work ongoing at the site at all reasonable hours as and when they desire so, such visits and inspection will not be treated as interference in the construction activity as stated above. The Owner shall be entitled to pinpoint to the Developer reasonable technical defects in construction work, quality of workmanship or material brought on site. The Owner shall also be entitled to monitor day to day progress of the development work as per building schedule plan. The Developer shall arrange to rectify the defects/deficiencies pointed out by the Owner at the expenses of the Developer.

40. That the Developer further assures the Owner that the Building Complex shall have suitable water supply arrangement and for this purpose the Developer shall also install at its own cost pump-operated deep tube well, water storage tanks, overhead reservoirs, electrical installations, electrical wiring, water pipes & common antenna, transformer, etc.
41. That it has also been agreed to that, fittings and fixtures which are decided by both the Parties prior to start of construction work as per the list of specifications attached herewith, shall not be changed until and unless mutual consent and acceptance of both the Parties is obtained.
42. That the Developer further assures the Owners that the required fire-fighting arrangement shall be installed in the Residential Building as prescribed by the Local Authorities or as may be required by the statute. Any deviation of statutory provisions in this regard shall be the responsibility of the Developer and the Developer hereby declares and undertakes to keep the Owners indemnified for the same.
43. That it has also been agreed to herein that, any violation of Statutory Provision relating to approved Plan and norms regarding construction on impugned property shall be the responsibility of the Developer.
44. That in case, if any income in respect of such residential complex in the nature of rental/uses charges for Hoardings, etc. or/and Communication Tower, etc. or any other such receipts, the same shall be divided as per mutually agreed shares i.e. 42:58 between the Owner and the Developer respectively even after constitution of the Residents Society of the Building.
45. It is further agreed by and between both the Parties that in case, any defect in the title of the aforesaid property of the Owner or any charge, encumbrance, dispute or other impediments is raised by any one regarding the title of the said property in free use of the Property, due to which the construction work has to be stopped by the Developer, the Owner will get these impediments cleared at his own cost. If the work is stopped for more than 8 (eight) months, then the Owner shall pay Rs. 1,00,000/- (Rs. One Lac Only) per month till such impediments are cleared. If, due to court's intervention, the construction work is stayed, the owner shall also be liable to pay any financial or other liabilities to all the buyers of the flats due to delay in completion of the project. The period for which development work is

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stopped/stayed, will not be counted for calculation of stipulated time period for completion of the Project.

46. That both the parties have agreed to hand over/transfer all common areas/portions and Common amenities and facilities to a Company/Residents Society or any other Legal Body formed for the purpose of the Maintenance of the Residential Building. Further, till the handing over of the project to the Society, the premises will be maintained by the Developer on chargeable basis from the flat owners.
47. That on performing the obligations under these presents if the Owner or the Developer transfers any portions/unit/flat out of their respective shares, such transfers shall be subject to the terms and conditions, restrictions and covenants contained herein and in any document or conveyance that might be executed should recite about the specific stipulations contained herein and relevant for the document executed.
48. That it is agreed between both the Parties that in case of any Issue/Dispute is raised between the Parties, the either Party will serve a notice to the other Party in writing to correct the matter or rectify the defect with in a period of 7 (Seven) days. In case, the matter is not resolved/ settled within the Notice Period, then the matter will be referred to Sole Arbitrator/ Panel of Arbitrators in the manner mentioned hereunder. After referring the matter to the Arbitrator(s), the development work at the site will be withheld for a temporary period of Maximum 30 days or till decision of the Arbitrator(s) whichever is earlier. The period for which development work is stopped, will not be counted for calculation of stipulated time period for completion of the Project.
49. That it is further agreed to that, all or any issue arising out of this Contract touching any of the terms and conditions of this Agreement with regard to the Meaning thereof and intention of the Parties hereto be referred to the Arbitrators, mutually acceptable to both the Parties. The award of the Arbitrators shall be final and binding on both the Parties. Further, it is also agreed by both the Parties that they will cooperate with the Arbitrator(s) to take decision in respect of any difference / dispute within a period of 30 (Thirty) days. The expenditure towards the arbitration will be shared equally by both the parties.
50. In case the Developer is unable to complete the Project within **42 Months** including the grace and compensation period from the date of receipt of approval of plan from the Competent Authority or if there is any deviation of more than 12 months during the course of construction as per the building plan time schedule which is annexed hereto and forming part of this agreement, then in such an event, the Owner will take the possession of the entire project and will complete as per clause no. 31 and the matter will be referred to the appointed Arbitrator(s). The Arbitrator(s) will look into the matter of differences/ disputes/ claims with the consultation of Mr. Om Jaiswal if required and shall take necessary steps to evaluate the cost of construction work done as well as any other expenditures made for taking the necessary

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approvals, NOC's, etc. from the Competent Authorities. The Arbitrator(s) shall also evaluate the realized amount by the Developer from the sale agreements, Sale / Booking of Residential Units out of his ratio along with IFRSD and Compensation for working and Profits and loss. The difference amount of the same will be decided by the Arbitrator(s) and will be acceptable to both the parties. The amount so decided will either be paid to the Developer or taken back from the Developer by the Owners. After acceptance of the decision given by the Arbitrator(s) by both the parties, the owner will be bound to make the payment to the Developer as per schedule of payment by the Arbitrator(s) and the Developer will be bound to transfer their right proportionately to the owner after getting the payments according to Arbitrator(s) decision.

51. That it has further been agreed to that, the Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Reconciliation Act, 1996 as amended from time to time.
52. That the Owners hereby assure the Developer that as and when required/asked, the Owner shall sign and execute and do all such acts, deeds and things, as may be required for accomplishment of the purpose of the obligations of the Developer under these presents, which may have been left out from these presents. However, it is made clear that the Owner shall not be liable for any expense in this connection as the same shall be exclusively borne by the Developer.
53. It has also been agreed between the parties that Mr. Shailendra Kumar Gupta on behalf of the Developers shall be responsible for the performance of the terms of this Development Agreement and he shall not leave his responsibilities till fulfillment of presents of this Agreement. The Developer shall not transfer the development rights to any other Party/Company without the written consent of the Owners.
54. That all the expenses in relation with preparation of documents, their Execution and Registration of these presents etc. shall be borne as per proportionate Ratio of the Owner and the Developer i.e. 42:58 respectively. This Agreement may be registered with Sub Registrar, Kota by both the Parties or should be attested by the Notary Public.
55. It has been specifically agreed by both the parties that all the Minutes of Meeting held from time to time will be noted down in a Minutes Book maintained by the Developer regarding proceedings related to the Project and decisions taken by both the parties from time to time for the benefit of the Project and the same will be signed jointly by the available two Directors who have taken the decision on behalf of the Company and copy of the proceedings will be handed over to the Owner by the Developer immediately. The joint decision taken by the Directors of both the parties will be final and the Developer will act accordingly. The Minutes Book will be the part of the Construction/ Agreement Documents.

56. It has been specifically agreed by both the parties that in future, the Owner shall always co-operate with the Developer for development work of the Project at all times and the Developer shall also perform all the activities according to the Development Agreement. In case the arbitrators decide that the Development work is delayed / stopped and/or the Developer is compelled to leave this agreement due to acts and breach of terms and conditions of this development agreement by the Owner according to the decision taken by the Arbitrator(s) regarding the amount of claims and compensation and schedule of payment so decided by the Arbitrator(s) will be strictly followed by both the Parties.

57. On sale of Residential Units/Flats, the buyers will borne all cost and charges regarding Stamp Duty, execution of Sale Document, Registration charges, Service Tax, VAT, or any other taxes applicable at the time of taking over possession of the flats, registration, etc. as per cost of Residential Units/Flats.

58. That both the parties are bound by the decision of Arbitrator(s) regarding any disputes or differences between each other and will respect and bound to accept his decisions. If any dispute is raised by any third party regarding title of the property or construction activities, then either of the parties can go and take the relief from the Court of Law.

59. That this agreement has been prepared in two sets, each set to be retained in original by both the parties hereto.

60. The Jurisdiction for this agreement will remain at Kota, Rajasthan.

SCHEDULE OF PROPERTY:

Immovable property bearing a piece of land 4652 Sq. Mtr. Situated at Khasra no. 2 (Purana Khasara no. 466/2), 3, 4 Village Ram Chandra pura, Canal Road, Tehsil Ladpura, Kota.

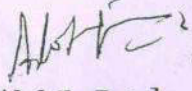
East	- Others Agriculture Land.
West	- 40' Road
North	- 20' Road & others plots
South	- 60' CC Road and Canal

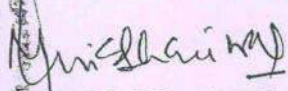
IN WITNESS WHEREOF both the parties hereto have set and subscribed their respective hands and seals to these presents on the day and year first above mentioned.

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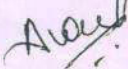
For Yash Akshay Builders &
Developers Pvt. Ltd.

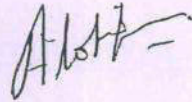

[Alokik Jain]
(Director/Owner)


[Manish Dhariwall]
(Director/Owner)

Witnesses:

1.

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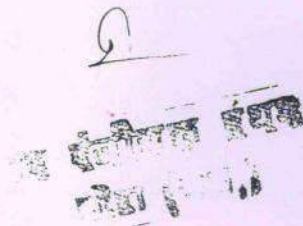

For Friends SPS International
(India) Pvt. Ltd.


[Shailendra Kumar Gupta]
(Director/Developer)



Enclosures-

1. Annexure- 1 - Specification of Building Structure as attached.
2. Annexure- 2 - Specification regarding material and finishing work.
3. Annexure- 3 - Brands
4. Copies of Title Deeds along with Complete Chain Documents in respect of the Property (Purchase deed of Land by the Owner with Mutation Jamabandi, Letter of conversion for Residential Complex from UIT/ Nagar Nigam, Copy of Registered Patta, etc.)
5. Copy of Memorandum and Article of Association with Resolution authorizing
6. The Directors to execute and sign the Agreement of both the parties.
7. Copy of PAN card of both the Companies.





सत्यमेव जयते

INDIA NON JUDICIAL Government of Rajasthan

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Certificate No. : IN-RJ02130044603339N
Certificate Issued Date : 25-Feb-2015 02:36 PM
Account Reference : SHCIL (FI) rjshcil01/KOTA II/ RJ-KT
Unique Doc. Reference : SUBIN-RJRJSHCIL0102266679587582N
Purchased by : MS FRIENDS SPS INTERNATIONAL IND PVT LTD
Description of Document : Article 5(e) Developer Agreement
Property Description : KH. NO. 466/2,3,4 VILLAGE RAM CHANDRA PURA, CANAL ROAD
TEH. LADPURA DIST. KOTA
Consideration Price (Rs.) : 3,54,04,269
(Three Crore Fifty Four Lakh Four Thousand Two Hundred And Sixty Nine only)
First Party : MS YASH AKSHAY BUILDER AND DEVEL PVT LTD
Second Party : MS FRIENDS SPS INTERNATIONAL IND PVT LTD
Stamp Duty Paid By : MS FRIENDS SPS INTERNATIONAL IND PVT LTD
Stamp Duty Amount(Rs.) : 3,89,360
(Three Lakh Eighty Nine Thousand Three Hundred And Sixty only)



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Abhishek
Guishlaning

Dr

Dr
श्री राजीव शर्मा
कोटा (राज.)

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Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.