

Land Deed

Stamps and Registration Department
Office of The Sub Registrar Jaipur II
Jaipur

(Rule 75 & 131)

FEE RECEIPT

Fee Receipt No	2014052010781	Date	03/07/2014
Presenter Name	SHYAM GOYAL	Document S. No	2014052010547
Presenter/Property Address	C R DAS FARM GOPALPURA MODE TONK ROAD JAIPURnullnull		
Document Type	Agreement of Developer		
Claimant Name	ATAMA RAM GUPTA	Payment Mode	Cash
Face Value	0	Evaluated Value	143662736
		Stamp Value	1436100

Ord- registration fee	50000	commssion	0
csi_mor_50000	300	custody	0
stamp(memorandom)	0	reg(memorandom)	100
Penalty	0	us_57	0
stamp duty	530	Surcharge	143663
us_25_34	0	others	0
us_64_67	0	Inspection_fee	0
		Total :	194593

(One Lakh Ninety Four Thousand Five Hundred Ninety Three Only)

Cashier



Sub Registrar JAIPUR-II
[Signature]
[Stamp]

Stamps and Registration Department
Office of The Sub Registrar Jaipur II
Jaipur

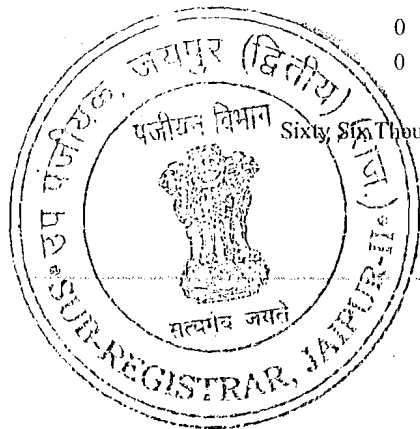
(Rule 75 & 131)

FEE RECEIPT

Fee Receipt No	2014052011218	Date	11/07/2014
Presenter Name	SHYAM GOYAL	Document S. No	2014052010547
Presenter/Property Address	C R DAS FARM GOPALPURA MODE TONK ROAD JAIPURnullnull		
Document Type	Agreement of Developer		
Claimant Name	ATAMA RAM GUPTA	Payment Mode	Cash
Face Value	0	Evaluated Value	143662736
		Stamp Value	1436100

Ord- registration fee	0	commssion	0
csi_more_50000	0	custody	0
stamp(memorandom)	0	reg(memorandom)	0
Penalty	0	us_57	0
stamp duty	60000	Surcharge	6000
us_25_34	0	others	0
us_64_67	0	Inspection_fee	0
		Total :	66000

Cashier



Sixty Six Thousand Only

Sub Registrar JAIPUR-II

पंजीयक द्वितीय
जयपुर

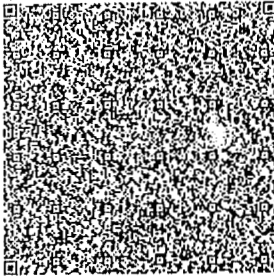


सत्यमेव जयते

INDIA NON JUDICIAL Government of Rajasthan

e-Stamp

Certificate No.	: IN-RJ01332002213032M
Certificate Issued Date	: 03-Jul-2014 02:42 PM
Account Reference	: SHCIL (FI)/ rjshcil01/ BANJ PARK/ RJ-JP
Unique Doc. Reference	: SUBIN-RJRJSHCIL0101393308268204M
Purchased by	: ARG DEVELOPERS PVT LTD
Description of Document	: Article 5(e) Developer Agreement
Property Description	: RESIDENTIAL PLOT IN C R DASS FARM, MAIN TONK ROAD, NEAR GOPALPURA PULIA, JAIPUR
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SHYAM GOYAL
Second Party	: ARG DEVELOPERS PVT LTD
Stamp Duty Paid By	: ARG DEVELOPERS PVT LTD
Stamp Duty Amount(Rs.)	: 14,36,000 (Fourteen Lakh Thirty Six Thousand only)



ORIGINAL ORIGIN
COPY ORIGIN
ORIGINAL ORIGIN



-----Please write or type below this line-----

Shyam Goyal

Arg Developers Pvt Ltd

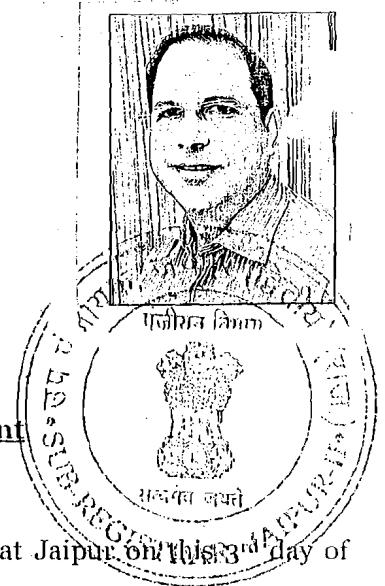
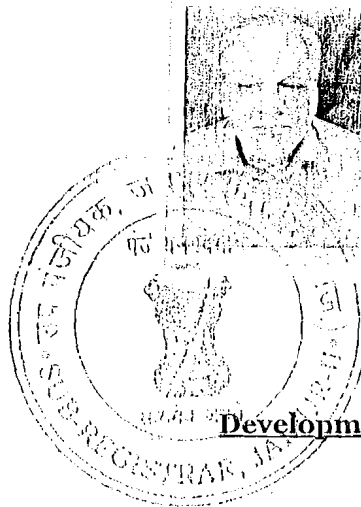
(Signature)

पंजीयक द्वितीय
जयपुर

0000705349

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at 'www.shcilstamp.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.



Development Agreement

This Development Agreement ("Agreement") made at Jaipur on this 3rd day of July 2014, between :-

1. **Shri Shyam Goyal S/o Lt. Shri Har Narain Goyal** aged 68 years, resident of C. R. Dass Farm, Tonk Road, Gopalpura Mod, Jaipur- 302018; hereinafter referred to as the "party to first part"

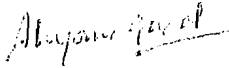
Hereinafter referred to as the "**LAND OWNER or OWNER**"

(Which term unless repugnant to the context, shall mean and include their legal heirs, successors, assigns, executors and administrators)

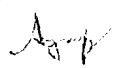
AND

2. **M/s ARG Developers Pvt. Ltd.**, a company registered under the Companies Act, 1956, having its registered office at E-52, Chitranjan Marg, C-Scheme, Jaipur, through its Director Shri Atma Ram Gupta S/o Lt. Shri Laduramji Gupta being authorized vide board resolutions dated 16th June, 2014, hereinafter called the "**DEVELOPER or COMPANY**". (which term unless repugnant to the context, shall mean and include its legal heirs, representatives, successors in title, representatives and administrators);

पंजीयक द्वितीय
जगपुर


(Shyam Goyal)

For ARG Developers Pvt. Ltd.


(Atma Ram Gupta)

2325 दिनांक 18/08/2010

संख्या 10505 लॉ.नं. 64/2010-11

नाम H.S.7

पिता/पति का नाम S. S. S. S. S.

पता नगर

विशाल सिनेमा
वा. राजपु. सिनेमा हॉल फॉर प्रदर्शन
अ.पु.



WHEREAS

- A. The Owner hereof is absolute owner and in possession of a piece of land admeasuring 5226.00 Sq. Mtr. situated on B. T. Road, close to Gopalpura Flyover on Main Tonk Road, Jaipur, bearing Khasra no. 82/528, 583/83, 85, 86, 87, 88/2 as per the revenue records, having its dimensions and details as per **Schedule A** and Site Plan annexed at **Annexure 1** herewith and forming part of this Agreement, hereinafter referred '**the said land**'
- B. In 1965, M/s Chiranjilal Ramji Dass, a registered partnership firm having the partners in the name of Shri Har Narain Goyal S/o Shri Ramji Dass, Shri Om Prakash Goyal S/o Shri Har Narain Goyal, Shri Gauri Shankar Goyal S/o Shri Har Narain Goyal, Shri Laxmi Narain Goyal S/o Shri Har Narain Goyal, Shri Shyam Goyal S/o Shri Har Narain Goyal and Shri Ved Prakash Goyal S/o Shri Har Narain Goyal purchased the land admeasuring 19 bigha and 14 biswa bearing Khasra No. 20, 21, 22, 23, 24, 25, 26, 27 and 28 through a registered Sale Deed registered at Book No. 1, Volume No. 9, Item No.1, pages 217-220 dated 18.01.1965 at Sanganeer tehsil, Jaipur and the namantran for the same was opened with Tehsil Sanganeer, Jaipur on 05.02.1965.
- C. Thereby the Khasra No. 20, 21, 22 and 23 admeasuring 15 bigha 9 biswa was sold by the firm M/s Chiranjilal Ramjidas to M/s Uma Enterprises Pvt. Ltd. in 1975 and balance land admeasuring 4 bigha 5 biswa bearing Khasra No. 24, 25, 26, 27 and 28 remained in the ownership of the firm.
- D. For Land Settlement between 1st July 1989 to 30th June 2009 by the Government of Rajasthan the Khasra no. 24, 25, 26, 27 and 28 were recounted as 79/530, 80/531, 81/532, 82/528, 83/529, 84, 85, 86, 87, 88, 89 and 90. The said land was thereafter as per the revenue records settled as under:

S.No.	Land Owners	Khasra No.	Admeasuring hectare
1	Omprakash, Gauri Shanker, Laxmi Narain, Shyam Goyal, Ved Prakash, Har Narain Goyal as joint owners	79/530	0.1200
		80/521	0.0300
		81/532	0.0200
		82/528	0.0200

Shyam Goyal

(Shyam Goyal)

Atma Ram Gupta
For ARG Developers Pvt. Ltd.
जयपुर

(Atma Ram Gupta)

आज दिनांक 3 माह जुलाई सन् 2014 को 03:16 PM बजे
श्री/श्रीमती/सुश्री SHYAM GOYAL पुत्र/पुत्री/पत्नी श्री LATE HARNARAYAN GOYAL
उम्र 68 वर्ष, जाति MAHAJAN व्यवसाय BUSINESS
निवासी C R DAS FARM GOPALPURA MODE TONK ROAD JAIPUR null null
ने मेरे सम्मुख दर्तावेज पंजीयन हेतु प्रस्तुत किया।

हस्ताक्षर प्रस्तुतकर्ता
(2014052010547)
(Agreement of Developer)

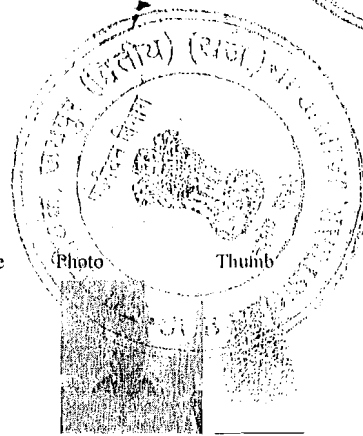
हस्ताक्षर उप पंजीयक,
JAIPUR-II
उप पंजीयक दिल्ली

रसीद नं०	[2014052010781]
दिनांक	[3-7-2014]
पंजीयन शुल्क रु०	50000
प्रतिनिधि शुल्क रु०	0
फ्लॉकन शुल्क रु०	300
अन्य शुल्क रु०	143763
कमी स्टाम्प शुल्क रु०	530
कुल योग रु०	194593

(2014052010547) उपपंजीयक, JAIPUR-II
(Agreement of Developer)

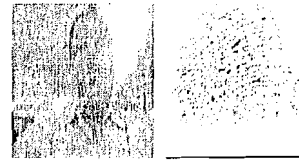
उक्त श्री/श्रीमती/सुश्री (Exectuant)
1 - SHYAM GOYAL / LATE HARNARAYAN GOYAL
उम्र -68 वर्ष जाति - MAHAJAN, व्यवसाय -BUSINESS
निवासी - C R DAS FARM GOPALPURA MODE TONK ROAD
JAIPUR

Signature



(And Claimant)

1 - ATAMA RAM GUPTA / LATE LADU RAM GUPTA
उम्र -57 वर्ष जाति - MAHAJAN व्यवसाय -BUSINESS
निवासी - E 52 CHITRANJAN MARG C-SCHEME JAIPUR AS
DIRECTOR OF M/S ARG DEVELOPERS PVT LTD



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

उक्त निष्पादन कर्ता की पहचान

1- श्री/श्रीमती/सुश्री SHRIKANT SHARMA D/W
पुत्र /पुत्री /पत्नी श्री 0
उम्र -0 वर्ष जाति-null व्यवसाय -DEED WRITER
निवासी JAIPUR,,

2- श्री/श्रीमती/सुश्री ASHWANI GOYAL
पुत्र /पुत्री /पत्नी श्री O P GOYAL
उम्र -55 वर्ष जाति-MAHAJAN व्यवसाय -BUSINESS
निवासी C R DASS FARM NEAR GOPAL PURA PULIYA TONK
ROAD, JAIPUR,

ने की है जिनके सम्मत हस्ताक्षर एवं अंगुल के निशान मेरे समक्ष लिये
गये हैं।

(2014052010547)
Agreement of Developer

उप पंजीयक, JAIPUR-II



		83/529	0.0300
		84	0.0200
		85	0.1100
		86	0.1900
		87	0.1300
		89	0.0600
		TOTAL	0.7300
2.	Joint ownership of six partners (as above) in the name and style of M/s. Chiranjilal Ramjidas, registered partnership firm.	88	0.1500
3.	Har Narain S/o Shri Ramjidas Goyal	90	0.2000
	TOTAL LAND		1.0800 hectare or say 10,800 sq. mtr.

E. Shri Har Narain Goyal S/o Shri Ramjidas Goyal and Smt. Amrita Devi Goyal W/o Shri Har Narain Goyal expired on 07.02.1979 and 20.10.1999 respectively. The eldest son of Shri Har Narain Goyal viz Shri Om Prakash Goyal also expired on 28.02.2005.

F. Based on the intestate death of Shri Har Narain Goyal and Smt Amrita Goyal, will of Shri Om Prakash Goyal, relinquishment Deed of Gauri Shankar Goyal, Ved Prakash Goyal and Laxmi Narain Goyal and Gift deed of Ved Prakash Goyal, the Thesildar Sanganeer, District Jaipur vide its order dated 23rd February 2011 registered at Book No. 527 settled the total land of 10800 sq. mt. as under:

S. no.	Name of Owner	Khasra No. 88 and 90	Will of Om Prakash	share in Khasra No. 78 to 87 and 89	Gift by Ved Prakash Goyal	Relinquishment Deed	Total land in Sq. Mtr.
1.	Gauri	250	1053	1460	-	-	2763

Shyam Goyal
(Shyam Goyal)
Owner

Atma Ram Gupta
पंजीयक द्वितीय
जयपुर

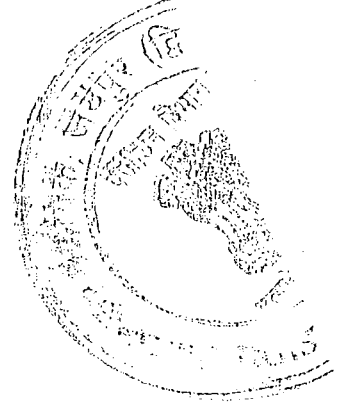
For ARG Developers Pvt. Ltd.

Atma Ram Gupta
(Atma Ram Gupta)
Director

आज दिनांक 3/7/2014 को
पुरतक संख्या 1 जिल्द संख्या 910
में पृष्ठ संख्या 16 क्रम संख्या 2014052005234पर
पंजिबद्ध किया गया तथा अतिरिक्त
पुरतक संख्या 1 जिल्द संख्या 3625
के पृष्ठ संख्या 201 से 230
पर चर्या किया गया।

(2014052010547)
Agreement of Developer

उपपंजीयक, JAIPUR-II
जयपुर



रसीद नं०	[2014052010781, 2014052011218]
दिनांक	[3-7-2014, 11-7-2014]
पंजीयन शुल्क रु०	50000
प्रतिलिपि शुल्क रु०	0
पृष्ठांकन शुल्क रु०	300
अन्य शुल्क रु०	149763
कमी स्टाम्प शुल्क रु०	60530
कुल योग रु०	260593

(2014052010547) उपपंजीयक, JAIPUR-II
((Agreement of Developer)) जयपुर



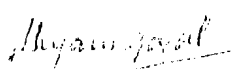
	Shankar Goyal						
2.	Laxmi Narain Goyal	250	641	1460	-	-	2351
3.	Ved Prakash Goyal	250	-	210	-	-	460
4.	Shyam Goyal	700	466	1460	1250	1350	5226
	Total	1450	2160	4590	1250	1350	10800

G. Thus, the said land admeasuring 5226 sq. mtr. came into possession and ownership of the Owner.

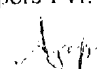
H. The Owner is aware that to realize the value of the land, the same can be achieved by development on the said land into Multistory residential building, however, the first part does not want to indulge in the development of the said land as the same requires considerable experience, expertise and resources apart from an established brand.

I. The Developer is a reputed Developer & Developer possessing requisite resources for the development on the said land. Developer, who is engaged in the development of various real estate projects and possesses adequate experience and expertise required for the construction and development of various kinds and sizes of real estate projects. Hence, the Land Owner and the Developer have agreed to collaborate in such a manner that the Land Owner shall continue to own the said land and during the development period shall grant the license to the Developer to develop the Building over the said land.

J. On the basis of undertakings, assurances, representations and warranties provided by the Owner, on request of the Developer both parties have agreed to develop a residential project comprising of residential Flats (hereinafter referred to as "**the Project**") upon the Scheduled Land in accordance with the rules and regulations and the terms and conditions of this Agreement.


(Shyam Goyal)
Owner

For ARG Developers Pvt. Ltd.


(Atma Ram Gupta)
Director

K. The Developer shall have no right in the land whatsoever and, neither it shall held the land lien for the development made by him on said land other than as provided under this Agreement.

L. That the Land Owner is also desirous of collaborating with the Developer for liaison with the various local authorities/ departments in Jaipur for the regularization and conversion of the said land in the name of the Land Owner, development of the said land and getting multi storied residential building constructed on the said land, in accordance with the building plan to be sanctioned by the concerned authorities.

M. That upon the representations of the Land Owner and subject to verification of the legal rights of the Land Owner concerning the said land, the Developer has agreed to liaison on behalf of the Land Owner with the various local authorities/ departments in Jaipur for the regularization of the said land, execution of various documents for the conversion of the said land for residential purposes.

N. The **Multi Storied Residential Building** shall comprise of maximum permissible built-up / saleable area per the plan approved by the Jaipur Development Authorities, with the common facilities and area developed and constructed on the said land including the parking area and open to sky area (hereinafter referred to as the "**Said Building/Complex**") more specifically described in **Schedule B**, written hereinafter and building plan shall be annexed on receipt after approval as **Annexure 2** to this Agreement and forming integral part of this agreement.

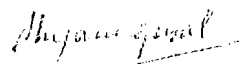
O. That both the parties hereto are desirous of reducing their understanding into writing by entering into this agreement on the terms and conditions contained hereinafter.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES
HERETO AS FOLLOWS:**

1. DEFINITIONS AND INTERPRETATIONS

1.1. Unless there is anything repugnant to the subject of the context the following words and expressions shall have the following meanings:

सम प्रमाणित प्रमाण
जायपुर


(Shyam Goyal)
Owner

For ARG Developers Pvt. Ltd.


(Atma Ram Gupta)
Director

a **Building Plan** shall mean such plan as prepared by the said Company's Architect for the construction of the said Building and sanctioned by the concerned authorities as the case may be.

b **Land Owner** shall mean the party to the first part.

c **Company/ Developer** shall mean the party to the Developer.

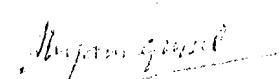
d **Common Facilities and Amenities** shall include corridors, hallways, staircase, passageways, driveways, common lavatories, Pump room, tube well, underground water reservoir, visitors parking overhead water tank, water pump, and other facilities which may be mutually agreed between the parties and required for the establishment, location, enjoyment, provisions, maintenance and/ or management of the said building.

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

f **"Encumbrance"** shall mean (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of any obligation of any Person, including without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable Law; (ii) any voting agreement, interest, option, right of first offer, refusal or transfer restriction in favour of any Person; (iii) any claims (including any adverse claim as to title, possession or use or relating to tenancy rights), award, interest, disputes, notices, demands, orders, judgments, gift, exchange, previous sale, notifications, any designation of loss payees or beneficiaries or any similar arrangement under or with respect to any insurance policy;

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

acts of God i.e. fire, draught, flood, earthquake, epidemics and other natural disasters;


(Shyam Goyal)
Owner

For ARG Developers Pvt. Ltd.


(Atma Ram Gupta)
Director

- ii.) explosions or accidents, air crashes and shipwrecks;
- iii.) strikes, lock-outs, civil disturbances, curfew etc.;
- iv.) war or enemy action or terrorist action;
- v.) change in Law, Rules and Regulations, injunctions or stay granted by court of law or interim order by arbitrator;
- vi.) any event or circumstances analogous to the foregoing which is beyond the control of the parties.

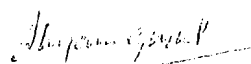
"Law" or "Laws" shall mean and include all applicable statutes, enactments, acts of legislature or parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority, tribunal, board, court, and/or another authorities;

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

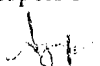
- j Unless the context of this Agreement otherwise requires:

- a. Words of any gender are deemed to include those of the other gender.
- b. Words using the singular or plural number also include the plural or singular number, respectively;
- c. The terms "hereof", "herein", "hereby", "hereto" and derivative or similar words refer to this entire Agreement or specified Articles of this Agreement, as the case may be;
- d. The term "Article" refers to the specified Article of this Agreement;
- e. Reference to the word "include" shall be construed without limitation;
- f. The Schedules/Annexure hereto shall constitute an integral part of this Agreement;
- g. The recitals hereto shall constitute an integral part of this Agreement;
- h. Reference to a document, instrument or agreement (including, without limitation, this Agreement) is a reference to any such document, instrument or agreement as modified, amended, varied, supplemented

सम
पंजीयक
विधि
अनुसार


(Shyam Goyal)
Owner

For ARG Developers Pvt. Ltd.


(Atma Ram Gupta)
Director

or novated from time to time in accordance with the provisions; and

- k Where any act is prohibited by the terms of this Agreement, none of the Parties will knowingly permit or omit to do anything, which will allow that act to be done.

Where any notice, consent, approval, permission or certificate is required to be given by any party to this Agreement such notice, consent, approval, permission or certificate must be in writing.

2. PROJECT LAND

- 2.1. That the Owner has acquired the Said Land as more particularly described in the Site Plan marked as **Schedule "A"** with the right to passage, easements, benefits, privileges attached and appurtenant to the Scheduled Land, free and clear of all Encumbrances.
- 2.2. That the Owner is in possession of all original documents of title and other related documents executed in favour of the Owner in connection with transfer of the said Land to the Owner.
- 2.3. The said Land shall be provided to the Company on Leave and License basis for the purpose of development thereof only as per the terms and conditions defined under this agreement or as mutually decided between two.

3. SUBSTANCE

- 3.1. The substance of this Agreement is that the Owner and Company are collaborating in such a manner that they together dispose off their rights in the property i.e. right in the land of the Owner and right in the development of the Company through Tripartite Agreement so that the third parties get the proportionate right in the land with the built up area in the developed Project.
- 3.2. Further, the liability to the third party towards the purchase of the developed property shall always be proportionate to the consideration received by the respective parties towards the transfer of their rights in the said developed property.

(Shyam Goyal)
Owner

For ARG Developers Pvt. Ltd.

(Atma Ram Gupta)
Director

4. COMMENCEMENT DATE

- 4.1. This Agreement shall be deemed to be have been commenced on and with effect from the date on which the building plan is approved and received from the concerned authorities. Thus, the Commencement Date for this agreement shall be 24th June, 2014.

5. LICENSE

That the Owner hereby grants unto the Company, the license and permission to enter upon the said land for development upon the payment of amount of Security Deposit as mentioned under clause 9 by the Company to the Owner and from *the commencement date* the Company shall commence, carry and complete the development as per the approved plans in stipulated time frame.

- 5.2. That nothing herein contained shall be construed as a demise or assignment or conveyance or as creating any right, title or interest in respect of the said premises in favour of the Company other than an exclusive licence or right to development to do or refrain from doing the acts and things in terms hereof and to deal with the Company's allocation of revenue.

6. APPROVAL OF MAPS AND FLOOR AREA RATIO

- 6.1. That the land has been regularized and JDA has issued lease deed for commercial cum residential use.. Cost incurred towards the land use conversion from agricultural-to residential and cost of purchase of additional Floor Area Ratio over and above the permitted Floor Area Ratio on the said Land, subject to production of actual receipt/ challan, shall be borne by the Owner. It is further agreed that apart from the aforementioned expenses, all other expenses relevant with the project shall be borne by the Developer.
- 6.2. That the Company shall be free to construct maximum permissible height and floors as per the approved Plans. Purchase of Additional FAR over and above the permitted Floor Area Ratio in the TDR form either from JDA/ Jaipur Nagar Nigam or from open market as the case may be, shall be mutually decided between the Owner and the Company and the cost of purchase of the additional FAR / TDR will be borne by the Owner

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(Shyam Goyal)
Owner

For ARG Developers Pvt. Ltd.

(Atma Ram Gupta)
Director

exclusively. The revenue from the additional area developed by the Company shall be shared by the Owner and the Company in their revenue allocation/sharing ratio as specified in this Agreement.

6.3. That all statutory or other liabilities pertaining to the said land for the period up to the commencement date of grant of this license shall be borne and paid by the Owner.

6.4. That the Company had the Maps prepared with the consultation of the Owner and had the Maps approved from the Competent Authority at its own cost.. The Owner had executed the Specific power of attorney on 3rd day of July, 2014, copy attached herewith this agreement (**Annexure "3"**) which had been effective from the date of payment of Security Deposit by the Company to the Owner.

6.5. That the Company shall obtain No Objection Certificates from Jaipur Development Authority, Environmental clearance, and other authorities as applicable for the project at its own cost. .

6.6. That it is proposed that the Developer should achieve the maximum permissible total saleable area under the Project and height as may be permissible from the appropriate authorities, as allowed within the norms, for which Company has the authority under the said General power of attorney to obtain approvals, license, No Objection Certificates, as may be required from time to time.

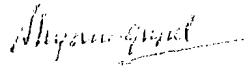
6.7. That the revenue sharing ratio between the Land Owner and the Developer shall be 50:50 respectively, under this Project.

6.8. That the company shall initially pay towards all the cost of conversion, plan approval, architect fees, NOC charges, cost of Additional FAR purchased or any other incidental expenditure under this agreement.

6.9. The cost towards conversion and additional FAR limited to Rs.4.00 Cr. (Rs. Four Crore only) or as actually incurred by the Company on behalf of the Owner, whichever is lower, shall be refunded / adjusted from the first gross revenue proceeds allocated in the Owners independent account.

COMPLETION PERIOD

7.7. The Company shall by virtue of this Agreement construct the said complex within a period of 42 months (Forty two months) or before, from the


(Shyam Goyal)
Owner

For ARG Developers Pvt. Ltd.


(Atma Ram Gupta)
Director

commencement date as mentioned under clause 4 of this agreement, subject to any delay caused due to any event falling within the purview of Force Majeure or due to any dispute/Court Stay/litigation in respect of the Scheduled Land, along with additional grace period of 3 months (three months) **without** assignment of any cause thereto.

7.2. The complex shall be treated as complete on behalf of the Company towards the Owner under this Agreement on submission of Completion Certificate obtained from the Appropriate Authority for the project.

7.3. If the Company fails to complete the construction of the project within the said time period of 42 months and grace period of three months, from the date of commencement of work of development without any delay caused due to any event falling within the purview of Force Majeure or due to any dispute/Court Stay/litigation in respect of the Scheduled Land, the Company shall be liable to pay the Owner a penalty @ 12% on proportionate incomplete work for the delay period upto 2 (Two) Years and shall be adjusted from the security deposit, if need be.

8. HORIZONTAL EXPANSION

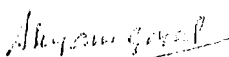
8.1. The company by virtue of this agreement shall obtain a no objection certificate from the Land Owner, if it undertakes any horizontal expansion or combine any other land/project as a part of this project in name or substance.

9. REVENUE ALLOCATION

9.1. The Gross Revenue from the Project shall include but not limited to sale proceeds received from the buyers, car parking, hoarding charges, interest and surplus of maintenance fund, club house fees, HTF lines, gas bank etc if any during and after completion of the Complex irrespective of completion of this agreement and all other incidental revenues in respect of the Complex excluding statutory dues.

9.2. The Allocation of Gross Revenue from the Project between the Owners and the Company shall be as per clause 6.7 of this Agreement.

9.3. The Owner and the Company has opened an Escrow account with UCO Bank, Tonk Road, Jaipur having an account No. 07930210001752 in their


(Shyam Goyal)
Owner

For ARG Developers Pvt. Ltd.


(Atma Ram Gupta)
Director

9.3.6. That, it is hereby expressly confirmed by the Owner and the Company that all deposits into such 2 designated accounts i.e. Owners Independent Account and Development Account shall always be simultaneous.

9.3.7. That bank shall have no lien on the amount in the Escrow Account for any purpose or party whatsoever.

10. SECURITY DEPOSIT

10.1. That the Company shall give interest free refundable security deposit of Rs 6,00,00,000/- (Rupees Six crore only). ("hereinafter referred to as ***"the Security Deposit"***"), payable as under

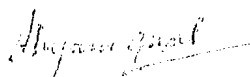
10.1.1. Rs. 1,00,00,000/- (Rupees one crore) paid through RTGS from UCO Bank, Tonk Road by Cheque number 857499 to Karnataka Bank, Marathalli Branch, Bangalore (Account Shri Shyam Goyal) on 21st Feb. 2012.;

10.1.2. Rs. 1,00,00,000/- (Rupees one crore) paid through RTGS from UCO Bank, Tonk Road by Cheque number 857508 to Karnataka Bank, Marathalli Branch, Bangalore (Account Shri Shyam Goyal) on 22nd Feb. 2012.;

10.1.3. Rs. 2,00,00,000/- (Rupees two crore) paid vide Cheque no 858629, dated 11.9.2012, drawn on UCO Bank, Tonk Road, Jaipur;

10.1.4. Rs. 2,00,00,000/- (Rupees two crore) paid vide Cheque No. 858630 dt. 12.9.2012 drawn on UCO Bank, Tonk Road, Jaipur The payment of last trench of security deposit of Rs. 2,00,00,000/- as per clause 10.1.4 shall be hereinafter referred to as ***"the date of payment of security deposit"*** as well as ***"the date of grant of License"***.

10.2. The security deposit shall be adjusted/ refunded from the Owner Revenue Allocation within a period of 15 days after the completion certificate issued by Jaipur Development Authority or Nagar Nigam for the entire project is provided to the Owner by the Company. Any delay in refund of security deposit shall attract interest @ 18% p.a. upto two years subject to clause 17 (f) towards delay in the completion of the project, if the balance in the escrow account is not sufficient for recovery. In case the owner fails to refund security deposit to the Developer within two years from the date of procurement of Completion certificate, then the Owner should compensate the developer by way of transferring constructed area in the complex as a consideration towards the security deposit received.


(Shyam Goyal)
Owner

For ARG Developers Pvt. Ltd.


(Atma Ram Gupta)
Director

10.3. As per the requirement in the project, the Company shall have the right to adjust an amount of security deposit of Rs. 4 (four) crore, from the Owner's revenues allocation from the gross receipt after adjustment of conversion charges from the first gross receipt, during the period of the project.

10.4. It is hereby clarified that Interest free refundable Security Deposit does not include the cost of conversion and purchase of additional FAR paid by the Company on behalf of the Owner, as mentioned in Clause 6.8 and 6.9 above.

10.4.1. Notwithstanding any thing contained in this agreement the Owner shall be free to withdraw/ transfer the amount from his portion of escrow account transferred to his independent account without any conditions laid in this agreement, whatsoever.

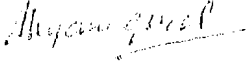
11. STATUTORY DUES, TAXES, LEASE MONEY

11.1. That the amount of Service Tax, JDA lease money and all other such amounts which are directly recoverable from buyers for depositing with the government or payment to other statutory agencies shall be received in a separate account in the name of the Project which shall be operated jointly/ severally by both the parties. The Company shall be responsible to maintain complete account of utilization of this account and shall ensure payment of statutory dues within the time as permitted under the law. The Company shall also be responsible to make compliance under various statutes including Service Tax/GST/VAT/Stamp Duty etc applicable on the project and shall, if required, submit the proof of the documents to the Owner for the purpose of his records and assessments.

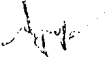
11.2. Any statutory dues, lease money taxes, duties or other dues in respect of the said land upto the date of this Agreement shall be the sole responsibility of the Owner.

11.3. All service tax liability arising from the sale of constructed units to the buyer shall be borne by the parties as applicable under the Act for this project as per the terms of this agreement. The service tax on the constructed units retained by either of the parties shall be born by them respectively.

11.4. Each party shall follow the system of accounting the statutory dues as applicable and falling due for payment, however, the Developer being the


(Shyam Goyal)
Owner

For ARG Developers Pvt. Ltd.


(Atma Ram Gupta)
Director

focal point of collection and also being taking the benefit of abatement shall be responsible for returns, assessment and appeals, as the need be.

11.5. Each Party shall strictly be responsible for its own Income Tax Liabilities or other liabilities, if any, and shall keep the other party thereto fully indemnified from and against the same at all time.

11.6. After completion of the Complex the municipal taxes, property taxes, or any other taxes related with the said land and lease money shall be recovered from the buyers of units in the Complex, in proportion to their sharing ratios. Applicable service tax /GST/VAT, or any other taxes, if any, in respect of the transfer of development shall also be recovered from the Buyers.

12. MAINTENANCE

12.1. The amount towards the **membership fees and** development of the club house, H. T. Lines, Gas Connection, Full Power Back up, Air Conditioning, collected from the buyers shall be accounted suitably in the books of the developer and all expenses towards the construction and development of the club house, H. T. Lines, Gas Connection, Full power Back up and Air Conditioning will be suitably allocated to these heads. Maintenance Security Fund collected from buyers shall be **deposited in separate account and shall be used** only for the maintenance of the Complex and the account shall be operated jointly/severally by both the parties, as mutually decided.

12.2. That the proposed Multistoried Residential Complex shall be maintained by all the occupants / buyers collectively and jointly. A joint maintenance fund will be created by collection of One Time Maintenance Fund or otherwise as may be agreed upon by the Owner and the Company, for the maintenance of the developed Multistoried Residential Cum Commercial Complex, from all the occupants / buyers / owner / lessees. After completion of the Building and after handing over of the 80% of the units in the Building to the buyers, the Company shall form a society for maintenance of the Multistoried Residential Cum Commercial Complex developed upon the said land and the aforesaid joint maintenance fund shall be transferred to the said society. The Owner and Company and shall form the bye-laws, rules and regulations of the society and a Maintenance

(Shyam Goyal)
Owner

For ARG Developers Pvt. Ltd.

(Atma Ram Gupta)
Director

Agency shall be deputed to maintain the Building. The Company shall be responsible to provide the bye-laws, rules and regulations of the society.

12.3. That Company shall collect H. T. Line Transformer / Power Connector charges per Sq. ft. (Super Built up), Club House, Gas Connection, STP, or any other additional facility charges, provided in the Complex, from all the buyers /owner/ occupants of the flats / constructed area in the proposed Multistoried Residential Complex and any surplus generated from this collection after adjusting / payment of H. T. Line expenses, which will include cost of Transformer, Deposit with Electricity department, Installation of Electric Sub-station if required, electrical panels and laying of cables from H. T. Line to L.T. Line, Club House, Gas Connection, STP or any other additional facility shall be shared between the Owner and Company in their sharing ratio.

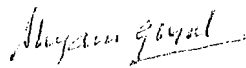
12.4. The Company will form a society for up-keep and maintenance of the developed Project and Owner will not be responsible in any way for any dispute arises between society and occupant of Units in respect of construction/ development.

13. SELLING RIGHTS

13.1. The marketing of the Complex shall be made jointly by both the parties under one roof. The cost of Publicity, Sales promotion, Marketing and brokerage shall be agreed upon by both the parties and after mutual consent about the budgeted/ actual expenditure shall be shared as per the applicable sharing ratio as per clause 6.7 of the agreement. However, the Company shall be responsible to carry out the said activity of marketing, selling and documentation after keeping the Owner fully informed.

13.2. That the selling price, booking period, booking amount and installment details shall be mutually discussed and agreed by both the parties. However, under this contract reserve sale price of the units is treated as not to be less than Rs. 6000/- (Rupees six thousand) per sq. ft. of super built up area.

13.3. The Company shall in consultations with the Owner supply a standard Performa of agreement to sell/sale deed to be executed in respect of sale of units/area of the Project..


(Shyam Goyal)
Owner

For ARG Developers Pvt. Ltd.


(Atma Ram Gupta)
Director

- 13.4. Both the parties shall sign the Agreement to Sell, Receipt of funds, Sale Deed etc in their individual capacity, accordingly, tripartite sale deeds shall be executed with each purchaser by the Company and the Owner for the sale/lease of units in the Complex.
- 13.5. The Owner reserves the right to allocate individual units for their personal use in the said complex in the approved plans, which can be exercised by him before the prelaunch of the project.

14. DEVELOPMENT WORK

- 14.1. The Company shall construct the proposed building strictly in accordance with the plans approved by the Competent Authorities and as per the specification of quality, material and time provided in annexed **Schedule C**. Any deviation from the specification shall be mutually agreed upon in writing by both the parties. Breach in any of the specifications or building plan shall be the sole responsibility of the Company and it shall keep the Land Owner indemnified from any loss or damage whatsoever caused or intended to be caused due to said breach.
- 14.2. The Owner may have their own supervisions during construction of the complex / building. The Owner shall have the right to engage appropriate professional for quality inspection and audit of the escrow accounts and statutory accounts maintained with the banker and the Company to safeguard his interest in the project.
- 14.3. That it is mutually agreed upon that all payments towards building materials, wages, charges etc. for the construction of Multistoried Residential cum Commercial Complex shall be the responsibility of the Company and the Owner shall not be held responsible for the same. Further, no charge or lien shall be created directly or indirectly by the Developer on the Land or the revenue receipts from the project, of the Owner.
- 14.4. Any liability, responsibility, working, documentation, representation or litigation having any adverse effect on the working or otherwise on the ordinary course of life of the Owner, the Developer shall ensure keeping the other party fully indemnified and if required shall represent the Owner at appropriate forums accordingly.

(Shyam Goyal)
Owner

For ARG Developers Pvt. Ltd.

(Atma Ram Gupta)
Director

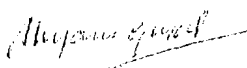
15. COVENANTS OF THE PARTIES

15.1. The Owner and the said company do hereby declare and covenants as follows:

- (a) That the land owner shall not do any act, deed or thing whereby the said company shall be prevented from construction and completion of the said building as per the terms of this agreement.
- (b) That the land owner shall not cause any interference or hindrance in the construction of the said building subject to any deviation or negligence on the end of the Developer.
- (c) The land owner doth hereby agrees and covenants with the said company to keep the said company indemnified against all actions, suits, costs, proceedings and claims that may arise out of land owner's actions in respect of the land or arising out of any defect in the title to the future land not disclosed by the land owner.
- (d) The land owner and the said company hereby declare that they have entered into this agreement purely as a Agreement and nothing contained herein shall be deemed to construe as a partnership between them or as a joint venture in any manner nor shall the parties hereto constitute an Association of Persons.
- (e) The said company shall be permitted to put signage of their name, brand name or otherwise on the places suitable in the said building to which the land owner shall have no objection. Further, the expense in relation to such signage shall be borne by the said company.

15.2. The said company hereby agree and covenant with the land owner as follows:

- (a) To be responsible for constructing and developing the Project from its resources and at its cost or expense unless otherwise contemplated in this Agreement.
- (b) to complete the construction of the said building within the tenure agreed in this agreement.


(Shyam Goyal)
Owner

For ARG Developers Pvt. Ltd.


(Atma Ram Gupta)
Director

- (c) not to violate or contravene any of the provisions or rules applicable for the construction of the said building.
- (d) not to transfer and/ or assign the benefits of this agreement or any portion thereof without the consent in writing of the land owner.
- (e) to keep the land owner indemnified against all actions, suits, costs, proceedings and claims that may arise out of the said company's actions with regard to the construction of the said building and/ or any defect therein.
- (f) to not to do or permit to be done on the land anything, which may be or become a nuisance to the occupants of the neighboring properties or to the land owner.
- (g) That the developer shall be responsible for all deductions to be made that of the Contractor/ Sub Contractor/ Labour/ employees etc. and the compliances, liability and payment thereof shall be that of the Developer.
- (h) That if any accident or mis-happening occurs at the said land due to the negligence of the Developer the same shall be the sole responsibility of the Developer.
- (i) That the developer shall keep the Owner indemnified at all times against any claims, losses, suits, compensation made by the third party. Further the Owner shall not be responsible for compliance required under various laws applicable from time to time on the said project, in case of any accident of labor or material occurs at the said plot of land, the developer shall clear it up using its own resources. It shall also be liable to pay any compensation or damages which may be claimed by any workman, employee or any other person. The Owner shall not be liable for or in respect of any liability statutory or otherwise in this regard. The developer shall keep the owner indemnified in all respects.
- (j) That the Developer shall be solely and fully responsible for the construction made, as well as the quality of material used therein. The developer shall build the building exactly as per the structural designs and developer shall not deviate from the same.
- (k) That all right and interest in the open spaces shall vest in the Owner and the Developer as agreed to hereinabove, provided that they shall permit restricted use of such open areas to the lawful owner/occupiers of the

(Shyam Goyal)
Owner

For ARG Developers Pvt. Ltd.

(Atma Ram Gupta)
Director

dwelling units in accordance with the norms and guidelines to be formulated by the Owner and Developer.

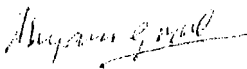
- (I) That the Land Owner and the said company shall distribute the roof, covered parking & amenities and the remaining unsold constructed area at the determination of the project under clause 17, of the said building in the ratio as applicable under Clause 6.7 of this Agreement. For e.g. if applicable, 50% of the unsold constructed area in the said building shall be allocated to the Land Owner as part of Land Owner's allocation, including proportionate share in roof, covered parking, common facilities and amenities and 50% of the unsold constructed area in the said building, shall be allocated to the company, as part of the said Company's allocation, including proportionate share in the land, roof and common facilities and amenities. The distribution shall be done of every floor including the roof, basement and covered parking. If any portion of the said building cannot be distributed then the same shall be sold as per the market rate and the consideration received shall be distributed in the agreed ratio. The share of both parties will be decided vertically in the building.

16. STAMP DUTY AND REGISTRATION

- 16.1. The stamp duty and registration charges incidental to this Agreement shall be borne by the said company and the land owner in their respective Allocation ratios.

17. DETERMINATION

- 17.1. This agreement shall be determinable under all or any of the following circumstances, namely: -
- (a) On the date of expiry of the period of this Agreement mentioned hereinabove subject to such extensions as mutually agreed by the parties upon payment of the compensation for such extensions being paid by the defaulting party; or
 - (b) On completion of the multistoried residential building; or
 - (c) If the land is acquired by an authority; or
 - (d) If for any reason, due to defect in the land owner's title, the said company is unable to enjoy the exclusive and peaceful possession of the land; or


(Shyam Goyal)
Owner

For ARG Developers Pvt. Ltd.


(Atma Ram Gupta)
Director

(e) force Majure

(f) If project is not completed within two years from the completion date as mentioned under clause 7.3

18. TERMINATION

18.1. If determined under clause 17.1 (a) & (b): all unsold completed units shall be divided equally between both the owner and the company in their revenue sharing ratio under vertical division or as mutually agreed.

18.2. If determined under Clause (c): the cost of development/ construction shall be recovered from the concerned authority, subject to the acquisition has been made without any default of the Owner. In case of acquisition being made due to default of Owner, the Owner shall be liable to refund the cost of construction and security deposit made on the said Land to the Developer.

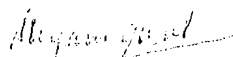
18.3. If determined under Clause (d): The Owner shall have the right to possession of land on and after refund of cost of construction, security deposit and other expenses incurred for the project made on the said land by the Developer.

18.4. If determined under Clause (f): The Owner shall have right to get the complex completed from any other agency, at the risk and cost of the Developer and such amount shall be recovered from the developer, failing which, adjusting from the security deposit and withholding the developer's area to the extent amount to be recovered and shall have absolute right for his share on the development on the said land.

19. MISCELLANEOUS

19.1. That the name of the said building shall begin with ARG and as further mutually decided between the parties.

19.2. The Company shall be entitled to avail Loan facility from any Bank/ Financial Institutions for development of the Project. The Company shall not avail any loan facility of any type by mortgaging or creating charge/lien on the Scheduled Land in any way whatsoever. However, the prospective buyer(s) shall be entitled to avail loan facility by way of creating security interest in the Flat(s) agreed to be purchased by such prospective buyer(s).


(Shyam Goyal)
Owner

For ARG Developers Pvt. Ltd.


(Atma Ram Gupta)
Director

- 19.3. That the land owner and the said company shall have the right, title and/or interest in respect of the roof of the said building, in the proportion of their respective allocations.
- 19.4. This agreement shall be executed in two counterparts, each of which shall be deemed to be an original.
- 19.5. The parties shall be entitled to insist on specific performance of this Agreement.
- 19.6. All notices, statements, and other communications to be given under this Agreement shall be in writing and delivered (i) by hand against a written receipt, (ii) by Registered Post A. D. or, (iii) by a reputed courier service, and addressed to the parties on the address mentioned above. Any such notice, statements and other communications that is delivered in accordance herewith shall be deemed received when delivery is received or refused, as the case may be. Any such notice, statements and other communications that is delivered in accordance herewith shall be deemed received when delivery is received or refused, as the case may be.
- 19.7. The failure or delay of either party to insist upon strict performance of any of the terms or provisions of this Agreement, or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such party.
- 19.8. This Agreement may be amended only by an instrument in writing signed by the parties hereto or by the duly authorized representatives of each of the Parties.
- 19.9. If the Project could not be undertaken due to Force Majeure then no Party shall claim any loss for expenses incurred.

20. GOVERNING LAW

- 20.1. The validity, construction and performance of Agreement shall be governed by and interpreted in accordance with and governed by the laws of India.

(Shyam Goyal)
Owner

For ARG Developers Pvt. Ltd.

(Atma Ram Gupta)
Director

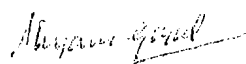
20.2. If any provision or part thereof of this Agreement be or become ineffective or be held to be invalid, then the same shall not effect the validity of the remaining provisions thereof.

21. ALTERNATE DISPUTE RESOLUTION

21.1. Any dispute, difference, controversy or claim ("Dispute") arising between the parties out of or in relation to or in connection with this agreement, of the breach, termination, effect, validity, interpretation or application of this agreement or as to their rights, duties or liabilities there-under, or as to any act, matter or thing arising out of, consequent to or in connection with this agreement, shall be settled by the parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall then be referred to and settled by way of arbitration proceedings in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the "**Arbitration Act**"). Each of the parties shall appoint an arbitrator within 30 days of the receipt by a party of the other party's request to initiate arbitration. The two arbitrators so appointed shall then jointly appoint a third arbitrator within 15 days of the date of appointment of the second arbitrator, such third arbitrator shall act as the chairman of the tribunal. Arbitrators not appointed within the time limit set forth in the preceding sentence shall be appointed in accordance with the Arbitration Act. The three arbitrators appointed in pursuance of this Clause shall be herein referred to as "**the Arbitrators**" or "**the Tribunal**". The decision of the Arbitrators shall be final and binding upon the parties. The venue of arbitration proceedings shall be Jaipur. The language of the arbitration and the award shall be English. The cost of Arbitrators appointed and other cost of arbitration shall be borne by the parties in equal proportions.

22. JURISDICTION

22.1. Subject to the provisions of the Clause above relating to Arbitration, the Civil Courts in Jaipur shall have exclusive jurisdiction to deal with all matters arising out of or concerning the Agreement, including any application/ petitions under the Arbitration and Conciliation Act, 1996.


(Shyam Goyal)
Owner

For ARG Developers Pvt. Ltd.


(Atma Ram Gupta)
Director

23. This agreement has been prepared in two sets, one for the Owners and other one for the Developer.

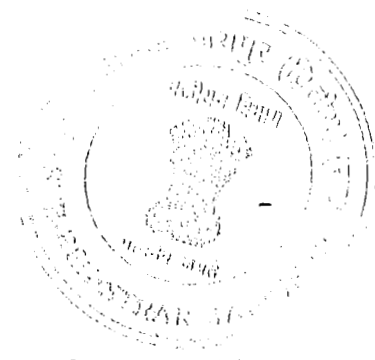
IN WITNESS WHEREOF both the parties hereto have executed these presents on the date and year first hereinabove mentioned

IN WITNESS OF	SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED PARTIES
1. <i>[Signature]</i> Name Address	Party to the First Part <i>[Signature]</i> (Shyam Goyal) (Owner)
2. <i>[Signature]</i> Name Address	Party to the Second Part M/s ARG Developers P Ltd. <i>[Signature]</i> (Atma Ram Gupta) Director (Developer)



[Signature]
(Shyam Goyal)
Owner

For ARG Developers Pvt. Ltd.
[Signature]
(Atma Ram Gupta)
Director



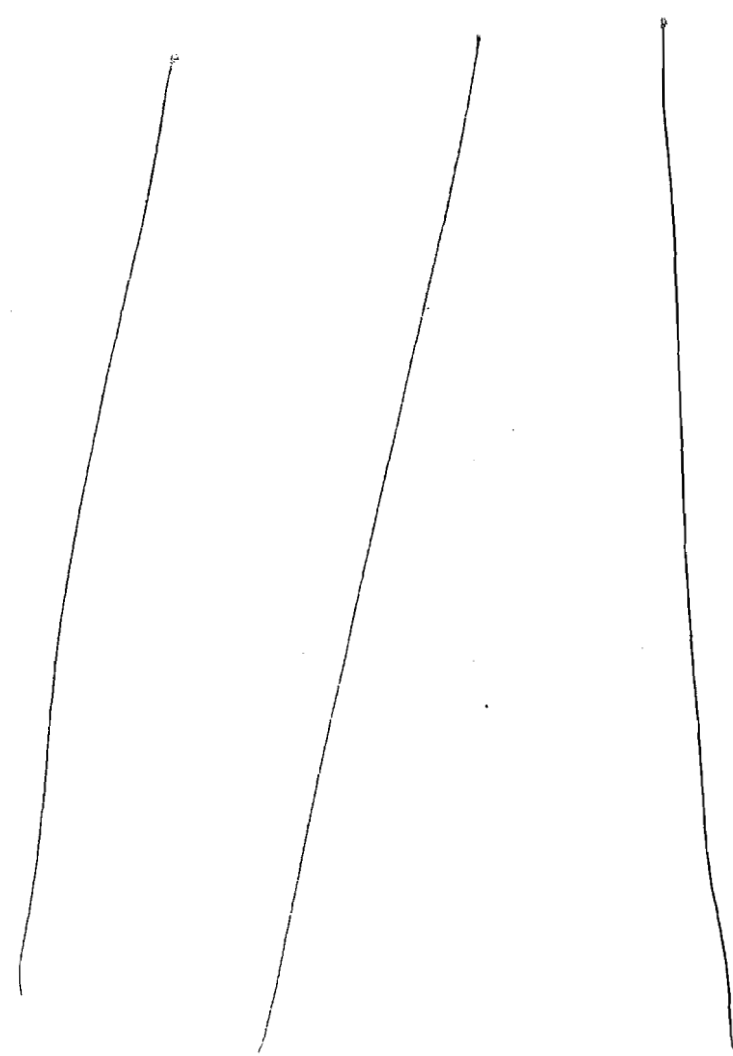
Schedule A

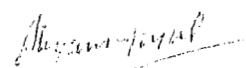
Description of the said Land

Plot of land admeasuring about 6250 sq yrds , situated at C. R. dass farm, Main Tonk road, Jaipur, having its dimensions as 62.70 M on East side, 76.50 Mtr on North side, 76.90 Mtr on West side and 75.10 Mtr on South Side wall . The said land is bounded as under:

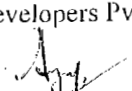


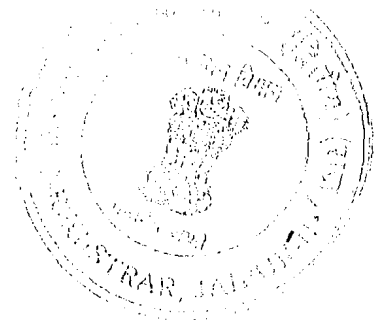
NORTH	:	Sindhi Colony
SOUTH	:	Land belonging to Shri Gourishankarji
EAST	:	Tonk Road
WEST	:	Land belonging to Uma Enterprises.




(Shyam Goyal)
Owner


(Atma Ram Gupta)
Director

For ARG Developers Pvt. Ltd.

(Atma Ram Gupta)
Director

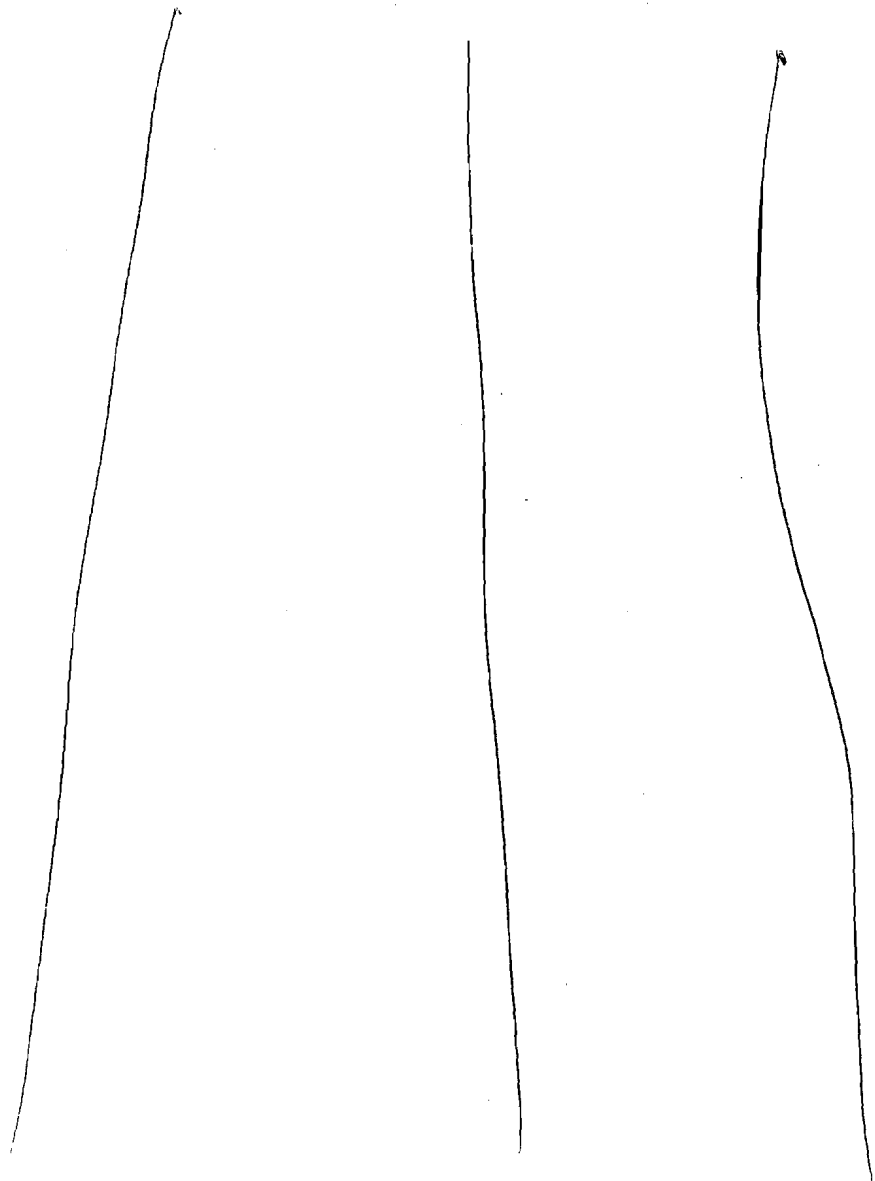


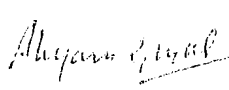
Schedule B

The said building

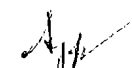
The said **Multi Storied Residential Building** shall comprise of One stilt plus 18 floors consisting of residential flats, along with the common facilities and parking area and open to sky area as per approved plans.

RECEIVED
14/05/2016



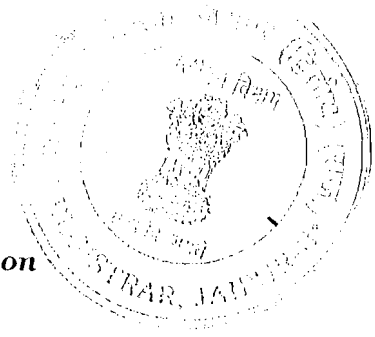

(Shyam Goyal)
Owner

For ARG Developers Pvt. Ltd.


(Atma Ram Gupta)
Director

Schedule C

Specification of Construction



A. Specification for the Building

1. Structure Specification

A.1.1. Earthquake Resistance structure

A.1.2. Accepted standard material to be used in the said Building which has been informed to the Developer

A.1.3. Accepted standard structure being approved by the Structural engineer

2. Electrical

A.2.1. Modern electrical system, with concealed copper wiring

A.2.2. Premium ISI standard electrical modular switches & accessories.

A.2.3. Cable/ TV/ Telephone wiring & DTH/AC/ Cooler points in all rooms and hall

A.2.4. Full Power Back up (Silent D.G. Set) (chargeable separately)

A.2.5. Fan & Tube light points.

A.2.6. Video Phone Doorbell

A.2.7. Geeser points in bathroom & kitchen

3. Wood Work

A.3.1. Windows having glass panel in glazed from outside

A.3.2. Flush Doors of 30 MM ISI mark

A.3.3. Well designed main door of 30 MM thickness.

A.3.4. Brass fitting of good quality on doors and windows

4. Apartment Feature

A.4.1. Premium class flooring of vitrified tiles / marble

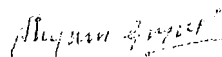
A.4.2. POP finish on wall & ceiling with cornice

A.4.3. Acrylic Plastic paint on wall & ceiling

A.4.4. Polish/ Paint on doors and windows

5. Staircase-

A.5.1. MS railing with marble flooring


(Shyam Goyal)
Owner

For ARG Developers Pvt. Ltd.


(Atma Ram Gupta)
Director

6. Toilets

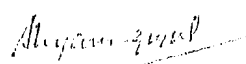
- A.6.1. Ceramic tiles in toilet upto a height of 7 ft on walls.
- A.6.2. Anti Skid ceramic tiles on flooring
- A.6.3. C.P. Fitting & Sanitary wares in Bathroom of Premium brand
- A.6.4. Wall hung WC in each toilet

7. Kitchen

- A.7.1. Modular kitchen
- A.7.2. Black granite working counter
- A.7.3. Stainless Sink 24"
- A.7.4. 2' tiles dodo above the counter
- A.7.5. Concealed copper tubing for Gas line to Gas Bank
- A.7.6. Construction of Centralized Gas supply by way of metered pipe line form Gas Bank.

B. Common Amenities

- 1. Well Designed Entrance, foyer & lobby area
- 2. Well lit passage way with modular false roofing
- 3. Common Levorotary
- 4. Pump room
- 5. Tube well
- 6. Overhead tank and underground tank
- 7. Water Pump
- 8. Ample open area
- 9. Power Back up for the Common area facilities
- 10. Guard Room
- 11. RO drinking water facility
- 12. Art water softener and sand filtration plant.
- 13. Appropriate Fire fighting system for each floor
- 14. 24 hours water supply
- 15. Rain water harvesting system
- 16. Closed circuit TV (in entrance, lobby & Parking area)
- 17. Well managed security 24 hours with Intercom Service
- 18. Two lifts with capacity of 8 persons of OTIS or KONE or Equivalent brand
- 19. WI-Fi Zone internet facility
- 20. Community Hall
- 21. Indoor Games Room
- 22. Provision for Departmental store.
- 23. Children Section


(Shyam Goyal)
Owner


(Atma Ram Gupta)
Director

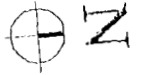
For ARG Developers Pvt. Ltd.


(Atma Ram Gupta)
Director

ANNEXURE -1

SITE PLAN

OWNER-SHRI SHYAM GOYAL
LAND AREA 5226 Sq.Mtr.
6250 Sq.Yards



Others Land

Others Land

Sindhi Colony

SITE

B.T. ROAD

B.T. ROAD

JAIPUR TONK N.H. -12

GOPALPURA FLYOVER BRIDGE

B.T. ROAD

B.T. ROAD

TO AIRPORT

TO JAIPUR CITY

(SHYAM GOYAL)

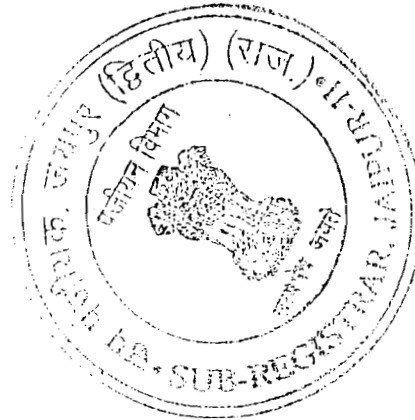
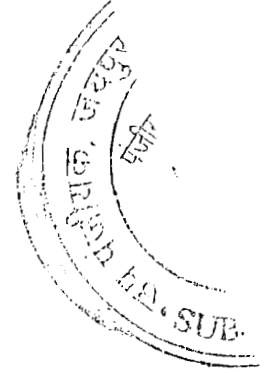
पंजीयक
जयपुर

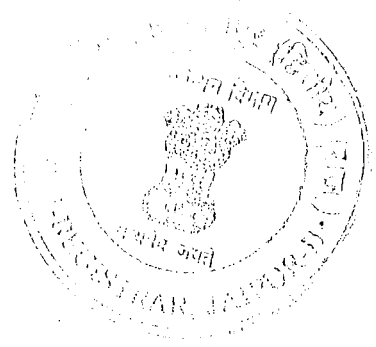
For ARG developers Pvt. I
(Atma Ram Gupta)
Director, Developer

आज दिनांक 3/7/2014 को
पुस्तक संख्या 1 जिल्द संख्या 910
में पृष्ठ संख्या 16 क्रम संख्या 2014052005234 पर
पंजिबद्ध किया गया तथा अतिरिक्त
पुस्तक संख्या 1 जिल्द संख्या 3625
के पृष्ठ संख्या 201 से 230
पर चरपा किया गया।

(2014052010547)
Agreement of Developer

उप पंजीयक, JAIPUR-II
राज. द्वितीय
जयपुर





ANNEXURE -3

KNOWN ALL BY THESE PRESENT THAT I, Shyam Goyal, S/o Lt. Shri Har Narain Goyal, aged 65 years, R/o C.R. Dass Farm, Tonk Road, Gopal Pura Mod, Jaipur-302018, do hereby constitute and appoint M/s ARG Developers Pvt. Ltd. Through its Director Shri Atma Ram Gupta S/o Late Shri Ladu Ram Gupta, E-52, Chitrangan Marg, C-Scheme, Jaipur, as my Attorney in my name and on my behalf make perform, execute all or any of the several acts, deeds, powers, authorities, matters and things stated herein.

Whereas I am seized and possessed of a piece of land admeasuring about 5226.00 Sq. Mtrs. Bearing Khasra No. 82/528, 583/83, 85, 86, 87, 88/2 and situated on B.T Road, close to Gopalpura Flyover on Main Tonk Road, Jaipur, and briefly described in the schedule hereunder.

AND WHEREAS by a Development Agreement dated 03rd July, 2014 executed by and between me and M/s ARG Developers Pvt. Ltd. a company incorporated under the Companies Act, 1956 having its registered office at E-52, Chitrangan Marg, C- Scheme, Jaipur, of which the attorney as a Director hereby being entrusted the said premises for developing the same and to build a Multistoried Residential cum Commercial Complex with dwelling units or flats, on ownership of the constructed area and I hereby give permission to enter thereof on license basis upon terms and conditions contained therein.

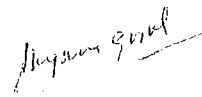
AND WHEREAS in the said Development Agreement /MOU I have agreed to execute this Power of Attorney in favour of the Attorney in order to enable him as representative of AG Developers Private Limited, to get the property converted, regularized and necessary building plans sanctioned by the appropriate authority and to do all such other acts and things necessary in connection with development of the said property for a proposed building scheme as contemplated in the said Development Agreement.

AND WHEREAS The said Attorney has requested me to execute the Power of Attorney in His Favour which I hereby do.

Now the present witnesseth as follow:

I do hereby nominate, appoint and constitute M/s ARG Developers Pvt. Ltd. through its Director Shri. Atma Ram Gupta S/o Late Shri Ladu Ram Gupta, E-52, Chitrangan Marg, C-Scheme, Jaipur to be my true and lawful attorney to do and execute and perform all or any of the following acts, deeds, matters and things, namely


Shyam Goyal

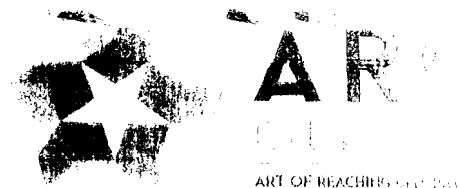
1. To present and file necessary papers, documents, deeds, maps, undertakings, affidavits, of any other document in connection with the said property, before the Jaipur Development Authority/ Jaipur Nagar Nigam/ Jaipur Vidhut Viteran Nigam Ltd./ or any other office/ authority of any state/ Central Govt. or local body or corporation for and on my behalf to get the said property converted and regularized.
2. To sign, submit, change, alter or modify the Building plans and other relevant papers/documents for the development and construction of the property, and to approach and apply for other permissions as may be required from time to time, to JDA/ JNN/ JVVNL/ or any other corporation or office of the state or Central Govt., for and on my behalf as required under Act & Rules and regulations including by-laws as existed. However the attorney shall keep me fully informed.
3. To sign, collect and issue receipt for obtaining any documents/plans/ maps/ amended plan or maps etc. related to the above property for and on my behalf.
4. To obtain permission or approval from other authorities as may be required for the development and construction of the said complex in accordance with the said Development Agreement and for that purpose to sign such applications, papers, writing, undertakings, appeals, etc. as may be required in relation to the said property, development and constructions.
5. To enter upon the said property with men and material as may be required for the purpose of development work and erection of the complex, structures, etc. as per the plan to be sanctioned.
6. To approach the concerned authorities for the purpose of obtaining the permission and other service connection including water and electricity for carrying out and completing the development of the said property and said construction of the complex.
7. To file or reply to any letter or notice issued by any authority/ corporation/ or office of the State or Central Govt./ for the above property, under his signatures, for and on my behalf.
8. To make deposits with the concerned Municipal Authorities and other authorities like JDA/ JNN/ JVVNL/PHED for the purpose of carrying out the development work and construction of the complex on the said property and to claim refund of such deposits and to give valid and effectual receipt and discharge in my name on my behalf in connection thereof.
9. To assign, collect funds for construction, booking of flats, transfer of covered space and sign, enter into acknowledge and execute such deeds, instruments, contracts, agreements, acts, things as shall be required or deemed fit and proper in relation to all or any of the purposes, matters or objects in connection with the said premises.
10. To receive earnest money from the intending purchasers upon execution of the necessary Agreement for Sale and to receive the balance of the consideration money and/or other money from them upon execution of the necessary Deeds, Conveyances

सहकारी निगम

अभिषेक

and/or other instruments and to give valid receipt and discharge thereof on behalf of me.

11. To execute, acknowledge and deliver any and all proper deeds of conveyance thereof, with or without covenants and warranties.
12. To appear before any Notary Public, Registrar of Assurances, District Registrar, Sub-Registrar or other Officers or Authorities having jurisdiction in that behalf and to present and execute all deeds, instruments and writings for the purpose of affirmation, registration and giving declarations on behalf of me and to do all other acts and deeds in that behalf as may be as our said Attorney may deem necessary, expedient and proper.
13. To deliver vacant possession of each of the flats to be constructed to each of the intending purchaser or purchasers and obtain proper discharge from each of them.
14. To appear before the Revenue Authorities and obtain Tax clearance for the said sale of the premises along with the construction thereof and to sign all necessary documents as required.
15. After completion of the said construction on the said property to apply for and obtain occupation and completion certificate in respect to the said building and parts thereof from the concerned authorities.
16. To institute, defend and prosecute, enforce or resist any suit or other action and proceedings, appeal revision, reviews or other proceeding in any court anywhere or within or outside India including the international court, in civil, criminal, revenue, taxation or other authority on my behalf and to execute Vakalatnama and other authorities, and to sign and verify complaints, written statement, petition, appeals, writs, and other pleadings and to accept service of summons, notices and other legal processes. Enforce judgments, execute any decree or orders and to adjust, settle all accounts as may be considered proper by the said attorney in my interest and to do such deeds in this connection as he may consider necessary with regard to above property within the terms & conditions of the said MOU/ Development Agreement.
17. To sign and present any documents on my behalf and appear, plead, argue, support on my behalf file and plead applications, request, petitions on my behalf and to obtain such registrations, licenses, grants and other rights as may be required or available to me, receive any documents on my behalf and to represent us before any Government or Semi Government, local authority, Civil court, High Court, Supreme Court private body firm or any other concern or person and to do all such acts as may be considered necessary and possession to the ultimate owners.
18. To appoint any other person(s) as the attorney may deem fit, authorising to do all or any of the above acts, deeds and or things or any other deed or things which in the opinion of my attorney ought to be done, executed or performed in respect of proposed construction of multistoried residential complex or any matter incidental thereof and to cancel, withdraw and or revoke the power conferred upon such attorney. Any act which may harm the interest of the owner, attorney/ developer shall be the responsible for such delegation, and shall be responsible for his acts.



To,

Date: 27th March, 2015

The Chief Manager
Bank of Baroda,
Mid Corporation,
S.C. Road,
Jaipur

Sub.: Submission of Original "Patta issued in favour of Mr. Shyam Goyal."

Dear Sir,

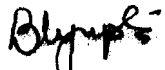
We are enclosing herewith Original Patta issued by Sub Registrar Jaipur II in favour Mr. Shyam Goyal for land situated at khasra no. 82/528, 583/83, 85, 86, 87 and 88/2 (Net land area admeasuring 4971.87 sq. mtrs) situated at village-Durgapura, tehsil-Sanganer, Jaipur (near Gopalpura Flyover, Tonk Road, Jaipur

Please acknowledge and keep the same as part of title deed and security.

Thanking You,

Your Faithfully,

For ARG Developers Pvt. Ltd.


(B.L. Gupta)
Authorized Signatory



ARG DEVELOPERS PRIVATE LIMITED.

Regd. Office E-52, Chitrangan Marg, C-Scheme, Jaipur 302 001, Rajasthan, India.

Tel : 0141- 4086677 Fax : 0141- 4086666

CIN NO. U 45201 RJ 2007 PTC 023820

email : sales@arggroupjaipur.com web : www.arggroupjaipur.com



राजस्थान RAJASTHAN

Supplementary Development Agreement- II

This Supplementary Development Agreement is made at Jaipur on this day of 27th March, 2015 which is in continuation of the Development Agreement executed on the 3rd July, 2014 between :-

1. **Shri Shyam Goyal S/o Lt. Shri Har Narain Goyal** aged 66 years, resident of C. R. Dass Farm, Tonk Road, Gopalpura Mod, Jaipur- 302018; hereinafter referred to as the "party to first part"

Hereinafter referred to as the "LAND OWNER or OWNER"

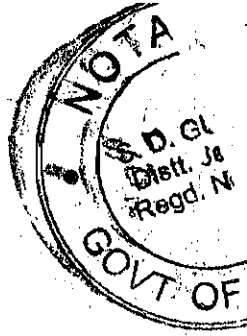
(Which term unless repugnant to the context, shall mean and include their legal heirs, successors, assigns, executors and administrators)

AND

2. **M/s ARG Developers Pvt. Ltd.**, a company registered under the Companies Act, 1956, having its registered office at E-52, Chitrangan Marg, C-Scheme, Jaipur, through its Director **Shri Atma Ram Gupta S/o Lt. Shri Laduramji Gupta**, hereinafter called the "DEVELOPER or COMPANY". (which term unless repugnant to the context, shall mean and include its legal heirs, representatives, successors in title, representatives and administrators);

ATTESTED

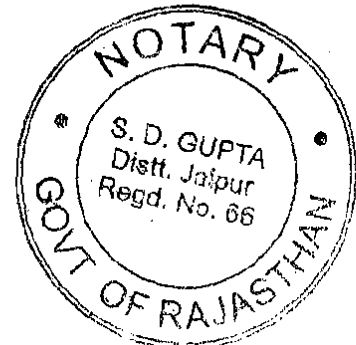
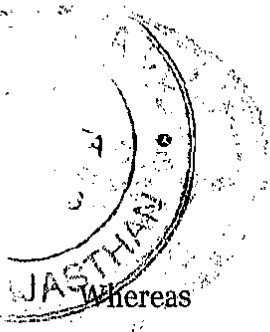
NOTARY PUBLIC
JAIPUR CITY



2015/16
2015/16
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S.D. GL
Distt. Ja
Regd. N

श्री राज कुमार सैनी
ता. नं. 58/97 (स्टाम्प विक्रेता)
नगर विभाग (मुख्यालय) के पास
टोंक रोड़, जयपुर (राज.)

श्री राज कुमार सैनी
ता. नं. 58/97 (स्टाम्प विक्रेता)
नगर विभाग (मुख्यालय) के पास
टोंक रोड़, जयपुर (राज.)



1. Both the parties has entered into a Development Agreement registered on 3rd July, 2014 with Sub Registrar II, Jaipur at S. No. 2014052005234 Book No. 1, Volume 910 page number 16, for a piece of land admeasuring 5226.00 Sq. Mtr. situated on B. T. Road, close to Gopalpura Flyover on Main Tonk Road, Jaipur, bearing Khasra no. 82/528, 583/83, 85, 86, 87, 88/2 as per the revenue records, , hereinafter referred '**the said land**'.
2. The Land owner had contributed its land to the project subject to no lien, charge or mortgage being created on the same. However, due to change in the laws applicable to Companies incorporated under the same management, the Developer has requested the Land Owner to provide its land as collateral security to Bank of Baroda, Mid Corporate branch, Jaipur for grant of term loan of Rs. 27 crore and cash credit of Rs. 5 crore towards the construction of the project on the terms and conditions as provided under the Sanction Letter dated 15th Sept. 2015 and revalidated sanction dt. 24.3.2015 .
3. That the Land Owner has agreed to provide the said land on mortgage to the Bank of Baroda for grant of funding of Rs. 32 crore to the Developer subject to the term and conditions agreed herewith.
4. All the parties have agreed to their proposal and with a view to aviate the possibilities to probabilities of any confusion, doubt or dispute arising at any time in later date, all the parties are desirous of recording the terms of this Agreement as follows

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

During the currency of the loan and the said land being a collateral security, the Owner shall have the right to retain the security deposit and reimburse it as per his will, once the land used for collateral is free from all encumbrances.

Hence;

ATTESTED

27.3.15

Clause 9.3.2 of the Development Agreement shall stand modified as per the

**NOTARY PUBLIC
JAIPUR CITY**

"Simultaneous with the opening of such Escrow account, the Owner and the Company shall give a detailed irrevocable mandate to the said bank, to bifurcate and deposit all such deposits into two separate bank accounts of the Owner and the Company in the proportion as derived under Clause 6.7 of the agreement".

Further, **clause 10.3** of the Development Agreement stand substituted as under:

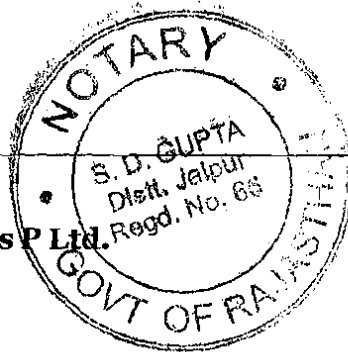
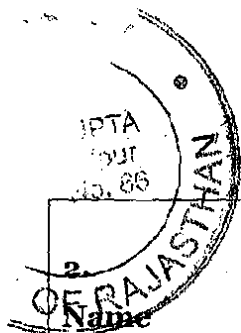
"On release of the said land as collateral security towards the Credit Facilities received from the bank/ financial institution or as per the Owner's Will, whichever is earlier, the Company shall have the right to adjust an amount of security deposit of Rs. 4 (four) crore, from the Owner's revenues allocation from the gross receipt after adjustment of conversion charges from the gross receipt, during the period of the project".

The remaining clauses of the said Development Agreement dated 3rd July, 2014 shall, notwithstanding the present agreement, have full force and effect, bind and regulate the relations of the Owner & the Developer and shall be subject to the same terms, covenants, stipulations, provisions, declarations and conditions as are expressed and contained therein except in so far as the same shall be necessarily modified or effected by these presents.

Each of the parties hereto hereby agrees to sign execute and do all such further documents, deeds, acts and things as may be reasonably necessary for the purpose of completing and perfecting the said transaction.

IN WITNESS WHEREOF both the parties hereto have executed these presents on the date and year first hereinabove mentioned

IN WITNESS OF 1. Name Address	SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED PARTIES <i>Ashwani Kumar</i> Party to the First Part (Land Owner) ATTESTED <i>AM 27-3-15</i> NOTARY PUBLIC JAIPUR CITY
--	---



2. Name Address	M/s ARG Developers P Ltd. <i>[Signature]</i> Director (Developer)
-------------------------------	--

ATTESTED
[Signature]
27.3.13

NOTARY PUBLIC
JAIPUR CITY

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

Fee Receipt

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

Print Date : 14-09-2020 5:31 PM

Fee Receipt No	: 202002015006656	Receipt Date	: 14/09/2020
Name	: SHYAM GOYAL,	Document S. No.	: 202001015006007
Address	: 0 ,CR DAS FARM TONK ROAD ,JAIPUR ,JAIPUR		
Document Type	: Supplementary Deed/Correction Deed		
Face Value	: ₹ 0	Evaluated Value	: ₹ 631807722
Ord-Registration Fee	: ₹ 200	Fee for Memorandum Us_64_67	: ₹
CSI	: ₹ 200	Certified copying fees Us_57	: ₹ 0
Stamp (Memorandum)	: ₹	Stamp (Memorandum)	: ₹
Surcharge	: ₹ 150	Stamp Duty	: ₹ 500
Penalty	: ₹ 0	Inspection fee	: ₹ 0
Us 25 34	: ₹ 0	Commission	: ₹ 0
Custody	: ₹	Others	: ₹ 0
		Cash Amount Received	: ₹ 0
		Other than Cash	: ₹ 1050
		Total Amount	: ₹ 1050

Mode of Payment (#Mode Number Amount #)

e-Registration Receipt RJ1614502009471 ₹ 400 # eStamp IN-RJ38038595019591S ₹ 650

Shyam Goyal
Signature of presenter or applicant for
copy or Search certificate

Shyam Goyal
उप-पंजीयक
Signature of recipient
जायपुर (प्रथम)
and date of issue of receipt

Cashier

SUB-REGISTRAR



Government of Rajasthan
e-Registration Fee Receipt

SECOND COPY

SRO Unique ID 2020101500R Receipt Date 14-SEP-2020 16:51
S R Location JAIPUR-I
Receipt No RJ1614502009471
Name Of Seller SHYAM GOYAL
Name Of Buyer MS ARG DEVELOPERS P LTD THR DIR ATMA RAM GUPTA
Type of Document Article 24 Supplementary Deed / Correction Deed
ACC Reference SHCIL/SHCIL RAJASTHAN/RAMBAGH

Paid Fees

Particulars	Amount (Rs.)	Particulars	Amount (Rs.)
Registration Fees	₹ 200	CSI	₹ 200
Copy of Fees	₹ 0	Record Inspection Fees	₹ 0
Late Fees	₹ 0	Commission Fees	₹ 0
Other Charges	₹ 0	Service Charges	₹ 10
Total Amount	₹ 400		
Grand Total	₹ 410		
(Rupees Four Hundred Ten Only)			



Statutory Alert : The authenticity of this receipt should be verified at www.shcilestamp.com . Any discrepancy in the details on this receipt and as available on the website renders it invalid.



सत्यमेव जयते

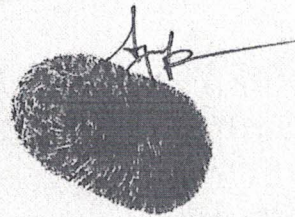
INDIA NON JUDICIAL Government of Rajasthan

e-Stamp



Certificate No.	: IN-RJ38038595019591S
Certificate Issued Date	: 14-Sep-2020 04:50 PM
Account Reference	: SHCIL (FI)/ rjshcil01/ RAMBAGH/RJ, JP
Unique Doc. Reference	: SUBIN-RJRJSHCIL0167171668004559S
Purchased by	: SHYAM GOYAL
Description of Document	: Article 24 Supplementary Deed / Correction Deed
Property Description	: GOPALPURA FLYOVER ON MAIN TONK ROAD JAIPUR
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SHYAM GOYAL
Second Party	: MS ARG DEVELOPERS P LTD THR DIR ATMA RAM GUPTA
Stamp Duty Paid By	: SHYAM GOYAL
Stamp Duty Payable (Rs.)	: 500 (Five Hundred only)
Surcharge for Infrastructure	: 50
Development (Rs.)	(Fifty only)
Surcharge for Propagation and	: 100
Conservation of Cow (Rs.)	(One Hundred only)
Stamp Duty Amount(Rs.)	: 650 (Six Hundred And Fifty only)

Shyam Goyal



उप निजीयक
जयपुर (प्रथम)

LB 0011203406

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.sholestamp.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.

Third Supplementary Development Agreement

This Supplementary Development Agreement is made at Jaipur on this _____ day of September, 2020 which is in continuation and part of the Development Agreement executed on the 3rd of July, 2014 and its supplementary agreements dated 27th March, 2015.

BY AND BETWEEN

1. **Shri Shyam Goyal S/o Lt. Shri Har Narain Goyal** aged 74 years, resident of C. R. Dass Farm, Tonk Road, Gopalpura Mod, Jaipur- 302018 (hereinafter referred to as the "Land Owner or Owner"), which term shall, unless repugnant to the context, mean and include their legal heirs, successors, assigns, executors and administrators;

AND

2. **M/s ARG Developers Private Limited**, a company registered under the Companies Act, 1956, having its registered office at E-52, Chitrangan Marg, C-Scheme, Jaipur, through its Director **Shri Atma Ram Gupta** (hereinafter referred to as the "Developer" or "Company") who is duly authorised vide Board Resolution dated _____, which term shall, unless repugnant to the context, mean and include its representatives, successors in title, assigns, executors and administrators;

WHEREAS

A. Both the Parties had entered into a Development Agreement dated July 3, 2014 (hereinafter referred to as the "said development agreement") for development of the land of the Owner by the Developer as a Multi Storied Residential Building, land admeasuring 5226 sq. mtr. situated at B.T. Road, close to Gopalpura Flyover on main Tonk Road, Jaipur and more particularly described in the said Development Agreement.

- B. Under the said Development Agreement and Supplementary agreements signed thereof the said project was required to be completed on or before 42 months from the date of the Development Agreement i.e. April 2, 2018, however, as per clause 7.3 of the said Agreement, the Developer had a further grace period 2 years or 24 months to complete the project along with penalties as provided therein.
- C. However, as on date i.e. August 31, 2020, the said project is incomplete and the Completion Certificate and the Occupancy Certificate for the said project is yet to be applied for. Hence, based on the determination clause no. 17.1(f) and termination clause 18.4, it has been agreed between the parties to complete the project as per the specifications committed to the Flat owners on the cost and risk of the Developer by the Landowner.
- D. Further, presently due to Covid and also due to default of the Developer towards payment of the term loan and the cash credit limit availed by the Developer from Bank of Baroda on the said Project, the account as maintained by the Developer with the said bank is under restraint, declared as NPA and is being issued notice u/s 13(2) of SARFESAI. Presently, the amount contributed or received in the said Account, which is also being the account registered under RERA, the amount of 50% being the share of the Developer is adjusted by the bank towards it's dues and balance 50% being the share of the owner was not paid to him but released in the bank account to be utilised for the project.

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- E. That looking to the fact that the Development Agreement being determined, bank credit and further inflow of funds from the Developer being hindered, it has been offered by the Landowner to complete the said project and obtain the Occupancy Certificate on cost and risk of the Developer as per the terms and condition of the Development Agreement.
- F. This Agreement is an extension of the Development Agreement being determined under Clause 17.1 (f) and worked upon under clause 18.4 of the Development Agreement and define the terms of settlement for completion of the project to the extent of Occupancy Certificate being received being the liability under RERA of the Developer and clear all dues on the project.
- G. That the terms of this Agreement shall create and protect the rights of each of the parties to this agreement and the flat owners who have been allotted flats in the said project.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. Scope and Purpose:

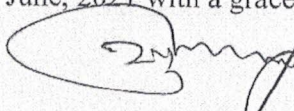
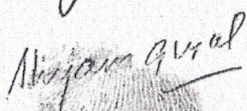
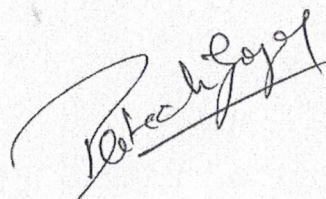
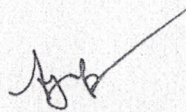
- 1.1. To complete the project as per the specifications provided under RERA and also to each of the Flat owners as per their Agreement.
- 1.2. Obtain Completion Certificate for the project till 31st January, 2021 and Occupancy Certificate by 30th June, 2021.
- 1.3. Construction and finishing of the project i.e. building and its surroundings as per the specification through the exiting vendors and labor, under the management of ARG Developers Private Limited
- 1.4. Cost and risk of development of the project shall be of ARG Developers Private Limited as per clause 18.4 of the said Development Agreement
- 1.5. Investment of additional fund by the Landowner through his own sources or through borrowed funds to complete the project under his control and supervision, for which equivalent amount of stock shall be transferred to the Landowner.

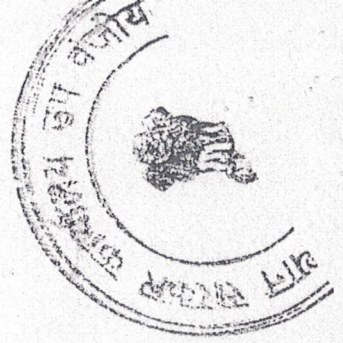
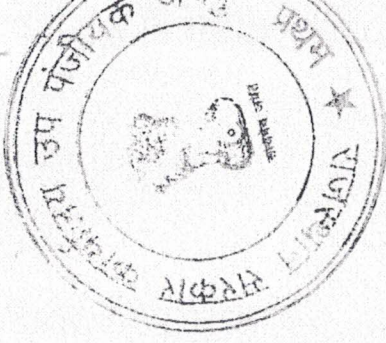
2. Responsibility of the Developer

- 2.1. Submit a Complete and detailed schedule of work pending on the project from the date of this agreement to the level of obtaining Occupancy Certificate with details on specification, vendors, budget, process and time frame including all backlogs.
- 2.2. Implement the project based on approval and discussion with the land owner. The bench marks as mentioned under the said schedule of implementation shall be monitored by the Land Owner and any deviation shall be corrected or improved upon on immediate basis by the Developer.
- 2.3. Submit Bi weekly report of the progress of the project and sanctions of work by the Land Owner and committee of Buyers to review the smooth flow of the project work.
- 2.4. All statutory compliances, accounting, purchases and administrative work shall be solely managed by the Developer and shall be his exclusive responsibility.
- 2.5. All development work of the project including but not limited to material, labor, quality, government approval etc. as applicable for the project from time to time.

3. Completion and Occupancy Certificate

- 3.1. 'Developer shall obtain the Completion Certificate of the project on or before 31st January, 2021.
- 3.2. Developer shall obtain the Occupancy Certificate of the project on or before 30th June, 2021 with a grace period of 1 months.

Presentation Endorsement

आज दिनांक 14 माह 09 सन् 2020 को 05:24 PM बजे
श्री/श्रीमती/सुश्री SHYAM GOYAL पुत्र/पुत्री/पत्नि श्री LATE SHRI HAR
NARAIN GOYAL
उम्र 74 वर्ष, जाति MAHAJAN, व्यवसाय Business
निवासी House No.:0, Colony: CR DAS FARM TONK ROAD, Area:
GOPALPURA MOD, City: JAIPUR, Pin code: 302018, District:
JAIPUR, State: RAJASTHAN
ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

हस्ताक्षर प्रस्तुतकर्ता
202001015006007

Supplementary Deed/Correction Deed

उप पंजीयक
हस्ताक्षर उप पंजीयक
जायपुर (प्रथम)

Fees Receipt Endorsement

रसीद नं.	202002015006656
दिनांक	14-09-2020
पंजीयन शुल्क ₹	200
प्रतिलिपि शुल्क ₹	0
पृष्ठांकन शुल्क ₹	200
अन्य शुल्क ₹	0
कमी स्टाम्प शुल्क ₹	500
कमी सरचार्ज शुल्क ₹	150
कुल योग	1050

202001015006007

Supplementary Deed/Correction Deed

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हस्ताक्षर उप पंजीयक
जायपुर (प्रथम)

The defect liability in the project as per RERA shall commence only after receipt of Occupancy Certificate for the Project and shall be of the Developer only.

- 3.4. This Agreement is a binding contract between the parties and shall be for the term extended upto obtaining Occupancy Certificate for the project 'ARGUS' by the Developer.

4. Registration of Lien on the Stock of the Developer

- 4.1. The total stock owned and belonging to the Developer in the project "ARGUS" shall be under lien of the Landowner till the receipt of occupancy certificate of the Project and receipt by the Owner of his outstanding amount towards the Developer, whichever is later.
- 4.2. During the term of this Agreement, the Developer shall have the right to sell his identified stock only after obtaining no objection certificate from the Land Owner in favour of the Buyer of the said Unit.
- 4.3. Any amount received or to be received for the said unit as per clause 4.2 shall be deposited by the Buyer directly or by the Developer in the RERA account as maintained with Bank of Baroda, Jaipur. The developer will transfer all signing authority of all RERA accounts and maintenance accounts to the landowner until OC and settlement of the landowners.

Accounts- New & RERA and Revenue Distribution:

5.1. New Separate Account other than RERA account:

- 5.1.1. In addition to the RERA Account as per clause 5.2, a separate bank account shall be opened and operated in the name of Shri Shyam Goyal i.e. the Landowner and all expenses attributable to the project, direct or indirect, shall be made from the said bank account which shall be made by the Landowner at the cost and risk of the Developer and shall be reimbursed by the Developer out of the collection of this Project as per payment priority mentioned in para 5.2.2. *Shyam Goyal* *bp*

- 5.1.2. The amount funded in the said account shall be either brought in by the landowner from his own funds or borrowed, in both the cases, the Developer shall be liable to reimburse the finance cost @ 18% per annum on the outstanding amount on day to day basis to the landowner for onward payments to the financier/lender of the funds as per the payment priority mentioned in para 5.2.2. *Shyam Goyal* *bp*

- 5.1.3. Both the parties i.e. Landowner and developer will have a right to audit the accounts of the project at any given point in time till OC is obtained, after which the landowner and developer will retain the rights until final settlement.

5.2. RERA Account

- 5.2.1. Any sum of whatsoever nature received from any buyer of the Project shall be deposited exclusively in the RERA Account No. 39500400000004 maintained with Bank of Baroda by the Developer till the receipt of Occupancy Certificate for the Project. The signing authority has to be completed with landowner

[Signature]

Shyam Goyal

bp

[Signature]

Endorsement of Execution

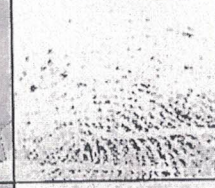
अनु क्र. पक्षकारों का नाम व पता

छायाचित्र

अंगूठा

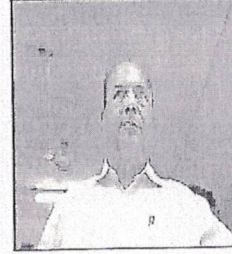
पक्षकारों का प्रकार

1 श्री/श्रीमती/सुश्री SHYAM GOYAL , पुत्र/पुत्री/पत्नि श्री LATE SHRI HAR NARAIN GOYAL , व्यवसाय Business जाति MAHAJAN House No.:0, Colony: CR DAS FARM TONK ROAD, Area: GOPALPURA MOD, City: JAIPUR, Pin code: 302018, District: JAIPUR, State: RAJASTHAN



Executant
Age : 74
Signature
Shyam Goyal

2 श्री/श्रीमती/सुश्री ATMA RAM GUPTA THROUGH ITS DIRECTOR M/S ARG DEVELOPERS PVT. LTD. , पुत्र/पुत्री/पत्नि श्री LADU RAM GUPTA , व्यवसाय Business जाति MAHAJAN House No.:E-52 , Colony: CHITRANJAN MARG , Area: C-SCHEME JAIPUR , City: JAIPUR, Pin code: 302001, District: JAIPUR, State: RAJASTHAN



Claimant
Age : 63
Signature
Atma Ram Gupta

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

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

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

अनु क्र. गवाहों का नाम व पता

छायाचित्र

अंगूठा

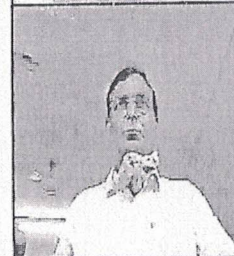
हस्ताक्षर

1 Name: श्री/श्रीमती/सुश्री PRATEEK GOYAL , पुत्र/पुत्री/पत्नि श्री SHYAM GOYAL जाति MAHAJAN Age: 41 Add: House No.:X-162 , Colony: TATVAM VILLAS SOHNA ROAD SECTOR-48 , Area: GURGAON SOUTH CITY II , City: HARYANA , Pin code: 302001, District: JAIPUR, State: RAJASTHAN



Signature
Prateek Goyal

2 Name: श्री/श्रीमती/सुश्री GOVIND SINGH SHEKHAWAT , पुत्र/पुत्री/पत्नि श्री SUGAN SINGH SHEKHAWAT जाति MAHAJAN Age: 59 Add: House No.:30, Colony: SARDA COLONY GANDHI PATH , Area: VAISHALI NAGAR , City: JAIPUR , Pin code: 302021, District: JAIPUR, State: RAJASTHAN



Signature
Govind Singh Shekhawat

202001015006007

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उप पंजीयक, JAIPUR-I
जायपुर (प्रथम)

where developer is maintaining accounts on daily basis and auditing from time to time. All payment shall be made by the Land Owner only of bills and vouchers approved and with the consent of the Developers.

5.2.2. Further, the amount from the said RERA account shall be utilised only in the given priority till the receipt of Occupancy Certificate for the project.

- 5.2.2.1. Interest and repayments of loan of Bank of Baroda;
- 5.2.2.2. Taxation and statutory dues
- 5.2.2.3. Expenses directly attributable to the project including statutory liabilities;
- 5.2.2.4. Marketing and Salary expenses attributable to the project;
- 5.2.2.5. Interest on external fund arranged for the project on and after 1st April, 2019
- 5.2.2.6. Administrative expenses exclusively for the project;
- 5.2.2.7. Maintenance account of the project on receipt
- 5.2.2.8. Interest on the landowner's fund;
- 5.2.2.9. Repayment of external funds arranged for the project on and after 1st April, 2019
- 5.2.2.10. Repayment of loan fund of the Landowner;
- 5.2.2.11. Landowners' share retained by the Banker till issue of no dues by Bank of Baroda
- 5.2.2.12. Balance will be divided between Land Owner and Developer as per Development Agreement dated July 3, 2014.
- 5.2.2.13. Developer's share of the project retained for completion of the Project on obtaining Occupancy Certificate.

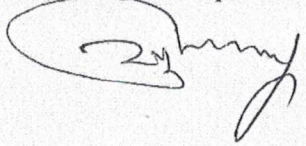
6. 'Development Account'

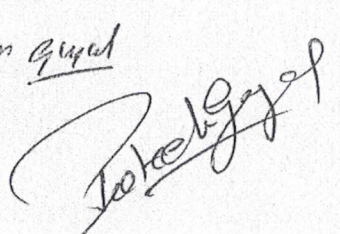
6.1. Cash Credit A/c No. 39500400000004 shall be cash credit account maintained with the operating banker exclusively for the project wherein the amount of the allocation referred to in clause 5.2 shall be transferred and this account shall be referred to as "Development Account". The Developer shall utilise the amount deposited in the said account only for this project or for repayment of loan. Any surplus shall be accounted for only after completion of the project on receipt of occupancy certificate and no dues received from the banker to the project.

6.2. Notwithstanding anything contained anywhere in this Agreement, the parties shall maintain a minimum balance created out Sale Proceeds of the project of Rs. 50 lakhs or one month budgeted expenditure, whichever is higher, in the Development Account till the completion of the project by way of application of occupancy certificate or termination of this Agreement, whichever is earlier.

7. Operation Review, Budget and Audit:

7.1. The Landowner may, at cost and supervision, cause a weekly audit of the project and shall have a right to engage appropriate professional for inspection in the areas including but not limited to RERA, engineering, banking, taxation, finance, fund flow and legal compliance of the Project.








Registration Endorsement

आज दिनांक 14/09/2020 को
पुस्तक संख्या 1 जिल्द संख्या 1166 में
पृष्ठ संख्या 135 क्रम संख्या 202003015105524 पर पंजीबद्ध किया गया तथा
अतिरिक्त पुस्तक संख्या 1 जिल्द संख्या 4660 के
पृष्ठ संख्या 325 से 343 पर चस्पा किया गया।

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उप पंजीयक
जयपुर (प्रथम)

7.2. The Developer shall prepare a weekly budget along with monthly budget for implementation of the Project, the Land Owner shall within 5 days from the said submission approve the budget subject to modification as agreed mutually. The Company shall under its sole liability be responsible for implementation of the said budget, time is the essence.

7.3. A weekly review on every Thursday of the week shall be conducted of the progress of the project along with implementation as per budget and variations with the actuals. Three Representatives of the Buyers (Committee of Buyers), Owner and the Developer shall be part of the reviewing committee and Developer shall take corrective actions in respect of the observations made during the review. Any variation towards the execution and completion of the Project shall attract an operating penalty which shall be decided mutually between the Parties and the account of same shall be settled between parties at the time of completion of the project”.

8. Transfer of complete rights on the stock to Landowner

8.1. The Developer shall execute requisite documents and pass necessary resolutions for transfer of complete ownership rights for the flat allotted and earmarked to the Land Owner towards the amount invested by him in the Project till the date of this Agreement within 15 days from execution of this Agreement.

8.2. The Developer shall transfer his rights in the unsold stock to the Landowner for an agreed amount equivalent to the total dues paid and to be paid by the Landowner to Bank of Baroda for complete satisfaction of the bank dues against the said Project 'Argus'.

9. Determination and Distribution of Unsold Stock

9.1. The Developer and Land Owner shall mutually decide the distribution and earmarking of the unsold stock of flats and commercial units present in the project. The said unsold units which shall now belong and be owned by the Developer shall be lien marked by the Land Owner in it's favour till obtaining occupancy Certificate by the Developer or no dues of the Developer to the Landowner under the Project, whichever is later.

10. This Addendum:

10.1. Is interpreted and adopts the definitions as specified in the said Development Agreement.

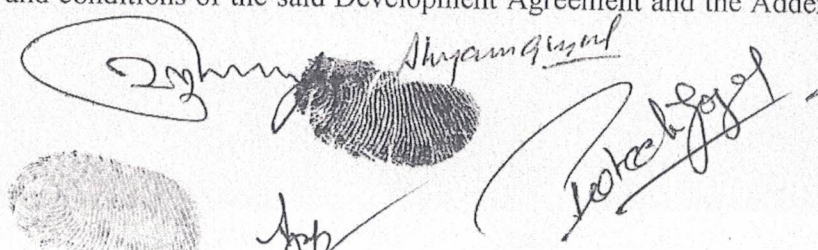
10.2. Is a part of the said Development Agreement executed between the parties and governing their relation in respect of the subject matter of the said Development Agreement;

10.3. The Parties hereby adopt and agree to abide by all the terms and conditions of the said Development Agreement in to.

11. Savings

11.1. Parties agree that save and except to the extent as provided herein above, all other terms and conditions of the said Development Agreement and the Addendums

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thereto shall remain unchanged and shall continue to be in full force and effect and binding on the Parties hereto.

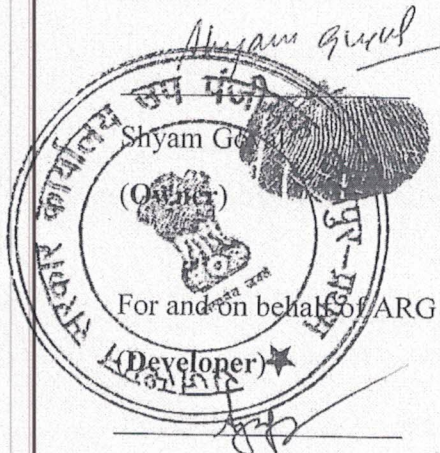
12. Counterparts

12.1. This Addendum shall be executed in 2(two) number of counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

13. Each of the Parties hereto hereby agrees to sign execute and do all such further documents, deeds, acts and things as may be reasonably necessary for the purpose of completing and perfecting the said supplementary agreement and the transaction therein.

IN WITNESS WHEREOF the parties hereto have set their hands to this Third Addendum to Development Agreement through their respective representatives on the date, month and year mentioned hereinabove.

Signed & Delivered by



Atma Ram Gupta
(Director)

① Bateek boyal s/o Shyam boyal
A/OX-162, Tatvam Village Sarma Road
Sector-48 Haryana

②

Govind Singh Shekhawat s/o Suga
Singh Shekhawat A/o 30 Sarla colon
branchi Path Vallshali
Nagar Jaipur.

WITNESSES:

- Swyankumar s/o Dr. Dhanu Kumar
- D-133, Vallum Bary, Hemnagar Nagar
Jaipur - 302021,

17-9/19
MEGHA RAJ SINGH
C-28 HANUMAN MAHAR
URMILA MAHAR, JAIPUR

(प्रथम)