82634

SALE SECTION

कार्यालय नंगर विकास न्यास, कोटा

क्रमांक :- एफ11 विक्रय / 2013 / 37

दिनांक :- 25-6 -13

निमित्त :--

UITOFFICE WORK

श्री परमानन्द पुत्र श्री सुखलाल निवासी :—18, रंगबाडी, कोटा राज0।

विषय :---भुखण्ड / आवास संख्या 3 कॉर्नर योजना बालाजी मार्केट की विक्रय स्वीकृति हेतु।

उपरोक्त विषय में आपको सूचित किया जाता है कि भूखण्ड/आवास संख्या <u>3 कॉर्नर</u> योजना <u>बालाजी मार्केट</u> के विक्रय स्वीकृति मूल नगरीय कर 25 प्रतिशत की वृद्धि कर दी जाती है। विक्रय पश्चात् विक्रय पत्र की प्रमाणित प्रतिलिपि कार्याजय में पेश करें। आवंटन एवं विक्रय की शर्ते पूर्वतः ही मान्य होगी।

नोट :- भूखण्ड/आवास गृह जिस आय वर्ग में आवंदन किया गया है। खरीद्दार भी जसी आय वर्ग का होना चाहिए इस बाब्र्त् रू० 10/- में स्टाम्प परं शपथ पत्र नोटेरी से तस्दीक शुदा प्रस्तुत करें।

नगर विकास न्यास, कोटा

विकास 'न्यास, गर परिशिष्ट -3 (देखिये नियम 16) 3615 क्रमांक संख्या 3.06.00 दिनांक GIGIN पश्चात् पट्टाकर्ता कहा गया है) तथा दूसरी और मै /श्री UNHH उन्द निवासी देहाद .. (21 50) •••• राजस्थान (जिन्हें एतस्मिन पश्चात पट्टेदार कहा गया है) जरिये मुख्तर आम श्री ' ••••पुत्र श्री 'निवासी के बीच निष्पादित किया गया है। चूंकि पट्टाकर्ता ने इस विलेख से संलग्न अनुसूचित में वर्णित "प्लाट ऑफ लैंड" का पट्टा, एतस्मिन पश्चात् उल्लिखिन से पट्टेदार को जे स्वीकार कर लिया है। अब यह अनुबन्ध-पत्र साक्ष्य है कि रुपया 2, 15, 76,555 - (अंकों में) रुपया दी करेराड Urg & लाख हिस्पर तार हुआर पान पना पन्पणी (गब्दों में) की राशि जो प्रीमियम में इन अनुबन्धों के निष्पादनों से पूर्व भुगतान कर दी गई है (जिसकी प्राप्ति पट्टाकर्ता एतदृद्धारा अभी स्वीकार करता है) के तथा नगरीयकर/भाटक के तौर पर जो एतत्पश्चात आरक्षित किया गया है, के और प्रसंविदाओं जो व्यवसायिक / प्लाट/मकान का वर्णन अधिक स्पष्ट रूप से एतस्मिन पश्चात् लिखित अनुसूची में दिया गया है तथा जिसकी चतुर्दिक सीमायें इन अनुबन्धों के साथ लगाये गये प्लान में अधिक स्पष्ट रुप से रेखांकित की गई है। (जिसे एतस्मिन पश्चात आवासीय/व्यवसायिक/प्लाट /मकान्र निर्देशित किया गया है) म (उन सम्पूर्ण अधिकारों, सुखाचारों तथा सहायक वस्तुओं के, जो भी कुछ भी उक्त प्लाट/मकान्र के अथवा तत्सम्बन्ध हैं, पट्टेदार को दो हजार . कटौतियों से पृथक एतद्पश्चात राजस्थान इम्युवमेंट ट्रस्ट (डिस्पोजल ऑफ अरबनलैण्डे) नियम 1974 यथा संशोधित के तथा एतस्मिन पश्चात अन्तर्विष्ट प्रसंविदाओं एवं शर्तो के अन्तर्गत निर्धारित किया जाए, नगर विकास न्यास, कोटा के कार्यालय में अथवा ऐसे अन्य स्थान पर जो कि पट्टाकर्ता द्वारा प्रदर्थ अधिसूचित किया जाये, वार्षिक भुगतानों से सानुकुल भुगतान किये जाते रहने जिनमें प्रथम भुगतान तारीख प्रथम अप्रेल प्रतिवर्ष को किया जाता है, के निमित्त सदैव एतस्मिन पश्चात अन्तर्विष्ट अर्थात निम्नलिखित अपवादों, आरक्षणो, प्रसंविदाओं तथा शर्तों के अधीन रहते हुए अन्तरित करता है। (0)))) (1) पट्टाकर्ता उक्त आवासीय/व्यवसायिक/प्लाट /मकान में अथवा तदन्तर्गत अवस्थित समस्त खानों, खनिजीं, कोयलीं, स्वर्धु वोर्जिक (गोल्ड वाशिंग) मिट्टी के तेलों तथा क्वारिजों को तथा उनके लिए खोज करने, काम करने, हटाने तथा उपभोग करने के प्रयोजनों के लिए आर्वेश्यक अथवा इष्टकर समस्त कार्य तथा बातें उक्त-आवासीय/ व्यवसायिक/प्लाट /मकान की सतह के लिये तथा तदुपरी तत्समय खड़ी हुई किसी इमारते के लिए कोई

- समस्त काय तथा बात उक्त-जाबाताय/ व्ययसायिक/प्ताट/मकान का संतष्ठ का लिय तथा तथुपरा तस्तमय खडा हुई किसा इमारत का लिए काई उदग्र अवलंब (बेरेटिलक सपोर्ट) की व्यवस्था किये बिना अथवा छोड़े बिना, हर समय करने का पूर्ण अधिकार तथा शक्ति स्वयं अपने लिये अभी स्वीकार तथा आरक्षित करता है, परन्तु सदैव शर्त यह है कि पट्टाकर्त्ता एतद्द्वारा आरक्षित अधिकारो अथवा उनमें से किन्हीं का प्रयोग किये जाने से पहुँची सीधी क्षति के लिए पट्टेदार को मुक्तियुक्त मुआवजे का भुगतान करेगा।
- (2) पट्टेदार किसी रीति से अभिन्यास के नक्शों में विचलन नहीं करेगा और न ही-आवासीय/ व्यवसायिक/प्लाट /मकान की साइज में प्रह उपविभाजन द्वारा एकीकरण द्वारा या अन्यथा परिवर्तन नहीं करेगा।

- (5) जब कभी आवासीय/ व्यवसायिक/प्लॉट /मकान में पट्टेदार का हक किसी भी रीति से अन्तरित किया जाये तो अन्तकरणकर्ता तथा अन्त रीति अन्तरण होने से तीन महीनों के भीतर पट्टाकर्ता को उक्त हक अन्तरण का लिखित नोटिस देगें।
- (6) जब कभी आवासीय/ व्यवसायिक/प्लाट /मकान में पट्टेदार का हक किसी भी रीति से अन्तरित किया जाय तो अन्तरित इसमें अन्तर्विष्ट समस्त प्रसंविदाओ एवं निबन्धनों से बाध्य होगा और उनके लिए सभी प्रकार से उत्तरदायी होगा।

पट्टेदार की मृत्यु हो जाने की दशा में वह व्यक्ति जिसे मृतक का हक न्यायगत हो, ऐसे न्यायगमन (डिवोलुशन) से तीन महीनों के भीतर पट्टाकर्ता को उक्त हक न्यायमन का नोटिस देगा , यदि पट्टेदार और उसकी मृत्यु हो जाने की दशा में उसका उत्तराधिकारी बिना पर्याप्त कारण के उक्त नोटिस देने में विफल रहता है, तो वह ऐसी विफलता या उपेक्षा के लिए पट्टाकर्ता को रूपया 100/– देने का भागी होगा।

अन्तरिति या ऐसे व्यक्ति जिन्हे हक न्यायगत हो, यथास्थिति अन्तरण या हक न्यायमन की साक्ष्य सम्बन्धी दस्तावेजो की प्रमाणित प्रतिलिणिगों पट्टाकर्ता को प्रदान करेंगे।

(7) पट्टेदार समय–समय पर तथा सभी समयों पर प्रत्येक प्रकार के स्थानीय करों (रेट्स) करों, प्रभारों तथा नगरीय करों का जो वर्तमान में इस पट्टे के प्रवर्तनकाल में अव पश्चात किसी भी समय एतद् पट्टा किये गये मकान /प्लाट, अथवा उस पर निर्माण किये जाने वाले किसी भवन पर या उन सम्बन्ध में भूस्वामी अथवा आसामी पर निर्धारित, प्रभारित अथवा आरोफ़्रित किये जाये, भ्रुगतान या उनमोचन करेगा।

- (8) एतद्ँद्धारा पट्टान्तर्गत किये गये आवासीय/ व्यवसायिक/प्लाट /मकान्र से सम्बन्धित नगरीय कर/ भाटक तथा अन्य शोध्य भुगतानों के समस्त बकाया उसी प्रकार वसूलियाँ होगें जिस प्रकार कि भू–राजस्व की बकाया वसूली की जाती है।
- (10) पट्टेदार पट्टाकर्ता नगर विकास न्यास की लिखित स्वीकृति के बिना मकन / प्लाट अथवा उस पर निर्मित किसी भवन में किसी प्रकार का व्यवसाय या व्यापार नहीं करेगा या किये जाने की आज्ञा नहीं देगा, अथवा उसको प्रयोजनों के अतिरिक्त अन्य किसी काम में नहीं लेगा या काम में लिये जाने की आज्ञा नहीं देगा, अथवा उसमें कोई ऐसा कार्य या बात नहीं करेगा या किये जाने की आज्ञा नहीं देगा जो पट्टेकर्ता के विचार से पट्टाकर्ता तथा पडौस में रहने वाले व्यक्तियों के लिए क्लेश, संताप अथवा बाधा हो।

परन्तु शर्त है कि पट्टेदार उक्त सकान/ प्लाट या उस पर (निर्मित) भवन को गृह निर्माण/ व्यक्साय के अतिरिक्त अन्य प्रयोजन के लिए काम में लेने का इच्छुक हो तो पट्टाकर्ता ऐसे निबन्धानों तथा शर्तों पर जिनमें अतिरिक्त प्रीमियम तथा अतिरिक्त नगरीय कर का भुगतान किया जाना भी सम्मिलित है जैसा कि वह अपने नितान्त विवेक के निर्धारित करें, उपयोग के लिए परिवर्तन की आज्ञा दे सकेगा।

(अ) इन अनुबन्धों में प्रयुक्त की गई अभियुक्ति "पट्टाकर्ता" में राज्य सरकार के उत्तराधिकारी एवं अभिहस्ताफिलि हुये इन अनुबन्धों में अन्तर्विष्ट अथवा इनमें उत्पन्न होने वाले किसी मामले या बात के सम्बन्ध में प्रत्येक वह व्यक्ति सम्मिलित होगें जो ऐसे मामले के सम्बन्ध में राज्य सरकार की ओर से करने या उसका प्रतिनिधित्व करने के लिए सम्पर्क प्राधिकृत हैं।

(ख) इन अनुबन्धों में प्रयुक्त में की गई अभिव्यक्ति "पट्टेदार" में उक्त पट्टेदार के अतिरिक्त उसके वैध वारिस, उत्तराधिकारी प्रतिनिधी, अभिहस्तांकिति, अन्तरिति, आसामी तथा उक्त भूमि या उस पर निर्मित भवनों का /के अधिभोगी व्यक्ति सम्मिलित है।

य दे प्रीमियम में अथवा एतद्द्वारा आरक्षित वार्षिक कर/भाटक की भुगतान योग्य राशि/ राशियों या उसका कोई भाग किसी समय बाया रहे और जिन दिनों में वह शोध्य हो तो उन दिनों में से किसी दिन के पश्चात एक माह तक उदत्त रह गया हो, चाहे वह मांगी गई हो यम्भू थवा एक प्रकट हो जाये कि यह पट्टा किसी तथ्य को दबाकर या किसी दुष्कथन (मिस स्टेटमेन्ट) दुर्व्यपदेशन (मिस रिप्रजन्टेशन) अधुक्क से प्राप्त किया गया है या पट्टाकर्ता जिसका निर्णय अन्तिम होगा की राय में पट्टेदार या पट्टेदार की मार्फत दावे का हक रखने वाले या अधीन कॉम करने वाले किसी व्यक्ति ने एतस्मिन अन्तर्विष्ट कोई ऐसी प्रसंविदा या निबन्धन जो उसकी और अनु पालनीय या पालनीय है, भंग को है, तो ऐसी किसी मामले में एतद्द्वरा पट्टे पर अन्तरित आवासीय/व्यवसायिक/प्लाट /मकान या उस पर निर्मित भवनों पर पुनः प्रवेश के अधिकार के किसी पूर्व कारण के आधिपत्यजन के होते हुए भी पट्टाकर्ता के लिये उस आवासीय/व्यवसायिक/प्लाट /मकान या उस पर निर्मित भवनों पर पुनः प्रवेश कात अधिका स्थावर वस्तुओं पर पुनः प्रवेश करना तथा कब्जा करना विधि पूर्ण होगा और उसके पश्चात् यह पट्टा तथा एतस्मिन अन्तर्विष्ट प्रत्येक बात अस्तित्वहीन तथा समाप्त हो जावगी और पट्टेवार किसी मुआवजे का या जसके द्वारा भुगतान किये गये किसी प्रिमियम की वापसी का हकदार नहीं होगा।

परन्तु शर्त यह है कि एतस्मिन अन्तर्विष्ट कोई बात विपरीत होते हुए भी पट्टाकर्ता पुनः प्रवेश करने के अपने अधिकार पर जैसा ऊपर कहा गया है, प्रतिकूल प्रभाव डाले बिना और अपने नितान्त विवेक पर ऐसे राशि की प्राप्ति पर तथा ऐसी शर्तो तथा निबंधनो पर जो उसके द्वारा अवधारित की जाये भंजनों को अस्थाई रुप से या अन्यथा अधित्यक्त या माफ कर सकेगा और नगरीय कर/ भाटक की उक्त राशि/ राशियों का जो उक्त प्रकार से बकाया रही हो, पन्द्रह प्रतिशत 1 5% वार्षिक दर से ब्याज सहित अभी स्वीकार भी कर सकेगा।

ऊपरी निर्दिष्ट अनुसूची से बद्ध िनकर रेड्सर् संबद्ध पूरब में से बद पश्चिम में से बद्ध है, तथा उपलब्ध प्लान में दिखाई गई है और उसकी सीमाऐ लाल स्याही से रेखांकित की गई है, राजस्थान राज्य के राज्यपाल के लिये तथा उनकी ओर से हस्ताक्षरित पट्टेदार के हस्ताक्षर arm नगर विकास ন, কাৰা साक्षीगण-मार्थागण 1. हस्ताक्षर ••••••पुत्र श्री • কলিত্ত লিপিক sind cancida UITAIL

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दिनांक 17-3-06

श्री पर्म्य

आपके आवेदन पर विशेष परिस्थिति में अध्यक्ष महोदय को अधिकार है कि वह नीलामी की स्वीकृति के जारी दिनांक के 90 दिन बाद भी अगले 10 माह तक क्रेता द्वारा 15% वार्षिक ब्याज जारी दिनांक से व शस्ति (5% शास्ति 6माह तक एवं 10% 6माह से अधिक होने पर) की राशि जमा कराने पर निरस्त भूखण्ड/ आवास/ दुकान का नियमन कर सकेगे, तथा न्यास मण्डल की स्वीकृति से यह अवधि विधिवत1 वर्ष और बढ़ाई जा सकती है।

यह भूखण्ड / आवास/दुकान आपको 99 वर्षीय पट्टेदारी के आधार पर विक्रय किया गया है अतः प्रीमियम के अतिरिक्त उक्त नियमों के नियम 7 के अधीन आपको रिजर्व प्राईज का आवासीय पर 2.5% एवं व्यवसायकि पर 5% नगरीयकर रू॰ से जमा कराना होगा। जो प्रथम 3 वर्ष में आधा देय होगा इस नगरीय कर की दर आणामी 15 वर्ष बाद पुनः संशोधित की जावेगी। जो 25% तक बढ़ाई जा सकती है। उक्त भूखण्ड पर निर्माण कार्य 2 वर्ष की अवधि में पूरा कराना होगा अन्यथा भूखण्ड एवं उस निर्मित सम्पत्ति न्यास की सम्पत्ति होगी, जिसका मुआवजा देय नहीं होगा एवं उज्जदारी नहीं सुनी जावेगी।

साईट प्लान राशि 50रुपये भी साथ जमा करावें। बकाया राशि डी॰डी॰ / पे.ऑर्डर/ चैक द्वारा जो स्थानीय बैंक पर देय हो निर्धारित तिथि से पांच कार्य दिवस पूर्व न्यास की नीलामी शाखा में जमा कराना होगा।

आज दिनांक ¹³ माह June सन् 2006 को 13:47 बजे श्री/श्रीमती/सुश्री PARMANAND पुत्र/पुत्री/पत्नी श्री SUKH LAL उम्र 44 वर्ष, जाति KHATIK व्यवसाय BUSINESS निवासी 18 RANGBADI KOTA ने मेरे, सम्मुख दस्तावेज पंजीयन, हेतु प्रस्तुत क्रिया।

हस्ताक्षर प्रस्तुतकर्ता हस्ताक्षर उप फिजीयक, KOTA-II (2006002681) (LEASE DEED (MORE THAN EQUAL TO 20 YEARS))

रसीद नं0 2006002941 दिनांक 13/06/2006 पंजीयन शुल्क रू0 25000/-प्रतिलिपि शुल्क रू0 200/-पृष्ठांकन शुल्क रू0 0/-अन्य शुल्क रू0 0/-कमी स्टाम्प शुल्क रू0 1426520/-कुल योग रू0 1451720/-

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(2006002681) उप पंजीयक KOTA-II (LEASE DEED (MORE THAN EQUAL TO 20 YEARS))



आज दिनांक 1308/2006 को प्रस्तक संख्या पुस्तक संख्या 1 रजिल्द संख्या 42 में पृष्ठ संख्या 146 क्रम संख्या 2006001570 पर पंजिबद्व किया गया तथा अतिरिक्त पुस्तक संख्या 1 जिल्द संख्या 167 A STATE OF के पृष्ठ संख्या 363 से, 366 पैर चस्पा कियां गया।

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REGISTRATION & STAMPS DEPARTMENT OFFICE OF THE SUB-REGISTRAR - I, KOTA KOTA-I (Rule 75 & 131) FEE RECEIPT . Fee Sr. No. : 2014007231 Dated : 23/06/2014 Presenter Name : HIMAN SONI Face Value Presenter Address : C.NO. 124/2014 B-53 TALWANDI KOTA Document Type : Only Cash Receipt Document S.No. : 999 Stamp Value : 0 Ordinary Registration Fee : 0 | Commission Fee : 0 Copy/Scanning/Inspection Fee : 0 Custody Fee : 0 Fee for Memorandom u/s 64-67 : 0 | Miscellaneous Fee : 100 Certified Copying Fee u/s 57 | Stamp Duty Cash : 0 : 807400 Surcharge on Stamp Duty : 80740 Late Fee u/s 25-34 : 17000 TOTAL : 905240

Amount Rs. Nine Lakh Five Thousand Two Hundred Forty only

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Sub Registrar, KOTA

कोषाधिकारी 20 • ISHAQ MO IMEDo AREA KOTA iend. No Regd. No. 1077 13708 ISHAQ MOHAMMED • 2311.13 AREA KOTA Regu. No. 1077 मुख्तारनामा अगम

मैं कि परमानन्द आयु 51 वर्ष पुत्र श्री सुखलाल जाति खटीक निवासी 18, रंगबाड़ी, कोटा (राज0) का हूँ–

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जो कि मेरा एक रजिस्ट्रीशुदा व्यवसायिक भूखण्ड संख्या 03 (कॉर्नर) जिसकी साईज 1120.86 वर्ग मीटर वाके बालाजी मार्केट योजना, कोटा (राज0) में खित है। यह कि मैंने उक्त भूखण्ड का क्रय नगर विकास न्यास, कोटा से जर्ये नींलामी से 99 वर्षीय पट्टेदारी के आधार क्रमांक संख्या एफ3 / नीलामी / 1202 दिनांक 17.03.2006 को किया था। यह कि मैंने उक्त भूखण्ड की समस्त राशि जमा करवाकर इसकी रजिस्ट्री (लीज डीड) करवाकर इसकी रजिस्ट्री का पंजीयन उप पंजीयक कार्यालय, कोटा में पुस्तक संख्या 01 जिल्द संख्या 42 में पृष्ठ संख्या 146 क्रम संख्या 2006001570 पर पंजीबद्ध किया गया तथा अतिरिक्त पुस्तक संख्या 01 जिल्द संख्या 167 के पृष्ठ संख्या 363 से 366 पर दिनांक 13.06.2006 को पंजीबद्ध हो रहा है। यह कि बाद रजिस्ट्री उक्त भूखण्ड पर मेरा ही मालिकाना अधिकार चला आ रहा है तथा उक्त भूखण्ड को मैंने आज दिन तक कहीं पर भी रहन, बैय, आदि किया हुआ नहीं है। यानि कि हर प्रकार के भार से पाक व साफ है जिसके संबंध में रहन, बैय, हिब्बा आदि के संबंध में मुझको पूर्ण अधिकार प्राप्त है।

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6167e18 6610 2 1 11 1 48 GI 10. F 12.(13 - 1) (Stole > W W 6) 72 28 10/1824 - 025- 501 15-98-21 22/11/22 L BREEL STOR IDENTIFIED BY • ISHAQ MO गवालय ताटरा. 137.0.8 tente 23-11.1 Rego. IN परमानर वाधी राज्य से स्वय की प्रत्ता कि () 915 215771 बसका निष्प दन करन। तथा इसमें नॉणव बच्चों का सहीं होना एवं हस्ताक्षण / जिल्लानी विठा करना म्योकार किया। निल्लाक 📢 Hime 212 Apricatas SLeill KABS-00 (active automotion कीनेना लाख 23.11.13 R10 207 3051 301 501/ 4211 DD हिशायलिय अलव्हर मुदाव देश asing ? - 1049 - Raving 241612014 प्रमाहित किया आता है के प्रकटन के 124/2014 मे दिलांक 23/6/2014 के निगम हो अग है। निगम्हसन् मालिमत 4036 9950/ - पर सुडा हुव 867400 - 923 Addres - 300 100 - 200 - 4000 - 4000 - 17000 - 300 905-240 मे लाख पांच लगा का सा - पालीस- रत्य = जिस 2050 201400 7231 किनाइ 23/6/14 उपप्रतियु जार्थालया अध्य में एका हो न्द्र ही। इत्लावेल प्रती आलियत पर प्रती डाहित माना आवे। उप महानिरीक्षक (पजीयन) एवं पदेन कलक्टर (मुद्रांक) - = = = 22017





यह कि मैं अपने अन्य कार्यो में अत्यधिक व्यस्त रहता हूँ तथा उक्त भूखण्ड के संबंध में समय समय पर होने वाली सरकारी / गैर सरकारी कार्यवाहियों जिनको करना आवश्यक होता है करने में असमर्थ रहता हूँ अतः उन सभी कार्यवाहियों को करने हेतु मैं श्री हिमान सोनी आयु 24 वर्ष आत्मज श्री ललित सोनी, जाति स्वर्णकार, निवासी 53–बी तलवण्डी, कोटा (राज.)

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वालो को अपना मुख्तारआम नियुक्त करता हूँ और लिखे देता हूँ कि उक्त मुख्तार आम उक्त भूखण्ड के संबंध में किसी भी सरकारी, गैर सरकारी कार्यालय में पत्र सरकारी कार्यालय में पत्र व्यवहार करे, मेरी और से हस्ताक्षर करे, नियमानुसार राशियों को जमा करे, भूखण्ड पर निर्माण कार्य करवावे, इसमें नल—बिजली का कनेक्शन प्राप्त करें, एन.ओ.सी. आदि की आवश्यकता हो तो उसे प्राप्त करे, कब्जा प्राप्त करे, उक्त भूखण्ड का विक्रय करें, विक्रय पत्र तस्दीक करवाये,

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विक्रय प्रतिफल की राशियों को प्राप्त करना स्वीकार करे तथा वे समस्त कार्य करे जो उक्त भूखण्ड संबंधी मुझे करने आवश्यक हो।

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यह कि उक्त मुख्तार आम उक्त भूखण्ड को किराये पर दे, किराया प्राप्त करे, किराये की रसीद जारी करे, उक्त भूखण्ड के संबंध में किसी प्रकार का वाद—विवाद हो तो उसे सुलझाये, कानूनी कार्यवाही करे, शपथ पत्र दे, गवाह तलब करे, वकील नियुक्त करे आदि।

गर्ज यह है कि उक्त मुख्तारआम उक्त भूखण्ड के संबंध में वे समस्त कार्य करे जो मुझे करने आवश्यक हो और मुख्तार आम द्वारा किये गये समस्त कार्यो से मैं पाबन्द एवं बाध्य रहूंगा।

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किसी नशे पते व दबाव के 100/- रूपये के पांच कुल 500/- के स्टाम्प कुल पांच किता पर आलेखित कर दिया है ताकि सनद रहे व समय पर काम आवे ।

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ATTESTED IV. ISHAQ MOHAMMED NOTARY KOTA (RAJ.) 23-11.13



यह स्टाभ्प मुख्तारनामा आम के साथ संलग्न है।

23-11.13

दिनांक :

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ATTESTED ISHAQ MOHAMMED NOTARY KOTA (RAJ.) 23-11.13

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चजस्वान लेक सेवाओं के प्रदान की गारटी अविनियम-2011

D Kishun Name Transfer

क्रमांक :- एफ11/विक्रय/2015/

कार्यालय नगर विकास न्यास, कोटा

कार्यालय नगर विकास न्यास, कोटा द्वारा आवास/भूखण्ड संख्या <u>3 कॉर्नर</u> योजना <u>बालाजी मार्केट व्यवसायिक,</u> कोटा का आवंटन/नीलामी न्यास के पत्र क्रमांक <u>1202</u> दिनांक <u>17.03.2006</u> द्वारा <u>श्री परमानन्द पुत्र श्री सुखलाल</u> को आवंटित किया गया था। <u>श्री परमानन्द</u> <u>पुत्र श्री सुखलाल</u> द्वारा नियुक्त मुख्तार आम <u>श्री हिमान सोनी पुत्र श्री ललित सोनी</u> ने उक्त -आवास/भूखण्ड जर्ये रजिस्ट्री विक्रय पत्र दिनांक <u>24.07.2014</u> को <u>मैसर्स– एपेक्स बिल्डटेक,</u> <u>भागीदार– श्री मनोज सेठी पुत्र श्री दलीप सिंह सेठी, श्री सुरेन्द्र गोयल पुत्र श्री जी॰एल॰ गोयल, श्री अनीश गोयल पुत्र श्री महेन्द्र गोयल, श्री सुनील शुक्ला पुत्र श्री बाबूलाल जी एवं <u>श्री राधेश्याम शर्मा पुत्र श्री इन्दर पाल शर्मा</u> निवासी कोटा को विक्रय कर दिया गया है।</u>

अतः उक्त<u>आवास</u>/भूखण्ड संख्या <u>3 कॉर्नर</u> योजना <u>बालाजी मार्केट व्यवसायिक</u> का रवामित्व <u>मैसर्स– एपेक्स बिल्डटेक भागीदार श्री मनोज सेठी, श्री सुरेन्द्र गोयल, श्री अनीश</u> <u>गोयल, श्री सुनील शुक्ला एवं श्री राधेश्याम शर्मा</u> के नाम दिनांक <u>24.07.2014</u> से नगरीय कर में 25% की वृद्धि की जाकर स्वामित्व हस्तांतरण की स्वीकृति दी जाती है भूमि निस्तारण के लिये जो पूर्व के क्रेता पर शर्त व नियम लागु थे वही वर्तमान पर लागु होंगे।

> ऽ उपसंचिव नगरमुसिकीघर प्रतिहास्कोटा दिनांक — उप सचिव न|५| ।ऽ-

क्रमांकः – एफ११ / विक्रय / २०१५ / ४९६-५७ . प्रतिलिपि सूचनार्थः–

1. श्री परमानन्द पुत्र श्री सुखलाल,

<u>मैसर्स- एपेक्स बिल्डटेक, भागीदार- श्री मनोज सेठी, श्री सुरेन्द्र गोयल, श्री अनीश</u>
 <u>गोयल, श्री सुनील शुक्ला एवं श्री राधेश्याम शर्मा,</u>

नगर विकासर-सारिहलोटा

and Vanda REGISTRATION & STAMPS DEPARTMENT OFFICE OF THE SUB-REGISTRAR-II. KOTA KUTG- II (Rule 75 & 131) FEE RECEIPT : 24/ Free Str. Mo. Dated : 2014011246 Face Value : 404 Proceedury Honor : HITCH SING Freedometer Address : 53-B TALMADI KUTA : SALE DEED (CONVEYANCE DEED) DROCOMMENT TYPE : M/S APPEX BUILDTECH TH. PARTNERS MANDJ SETHI . A-8. Claiment Hame Stamo Value : 100 a booment S.Ho. : 201/0010896 : Connission Fee . : 50000 Ordinary Registration Fee : Custody Fee 2 @ Conv/Scanning/Inspection Fee : 300 : Miscellaneous Fee = : 0 Tens for Memorandom u/s 64-67 : Stamp Duty Cash -Continued Copying Fee u/s 57 : 0 & Surcharge on Staep Duty : 202080 Late Fee u/s 25-34 : 0 2 TOTAL : 13 Fondy Paid-Elistamp No : / Amount : O (Faid) - DD Ho. : / Amount : O DD Drawn Bank : / (Paid) - EGROS GRAN No. : 2825337 / Amount # 2173110 te : 24/07/2014 Denomit Bank : SEBJ RB. FOLD (Paid) - E-Stand Id No. : 1. 40000 E-Stamp Date : (Paid) - Cash Reacht No. : : 0 1 6-111 Distar 5 Three Thousand One Hundred Ten c Amount Rs. Twenty One Lakh Seven Registrar, KOTA-I asstid.or



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कोटो

उक्त की/क्रीमती/कुक्री (Executant) 1-HIMAN SONILALT SONI Age 24 Caste-SWIARNAKAR OCU-SUSINESS R/O-59-8 TALWANDI KOTA

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(And Clement) 1-M/S APEX BUILDTECH TH, PARTNERS MANOU SETHI /DALEEP SINGH SETHI Age 48. Caste-FUNJABI Ocu-BUSINESS Entr RIC-A-826 INDRA VIHAR KOTA

2-M/S APEX BUILDTECH TH. PARTNERS SURENDRA GOYALIG L GOYAL Age:56. Caste-MAHAJAN Ocu-BUSINESS R/O-4-21 TALWANDI KOTA

3-M/S APEX BUILDTECH TH. PARTNERS ANISH GOYAL/MAHENDRA GOYAL Age 25. Caste-MAHAJAN Ocu-BUSINESS R/O-139-5 TALWANDI KOTA

4-M/S APEX BUILDTECH TH PARTNERS SUNIL SHUKLA /BABU LAL Age 35 Caste-BRAHMIN RIO-FLAT NO. A-5 404 MAHALAXMI PURAM BARAN Qunil ROAD KOTA

5-M/S APEX BUILDTECH TH. PARTNERS RADHEY SHYAM SHARMA /INDER PAL SHARMA Age 57, Caste-BRAHMIN Sumaw !!! Ocu-BUSINESS R/O-RANGPUR ROAD KOTA

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आज दिनांक 24/07/2014 को पुस्तक संख्या 1 जिल्द संख्या 275 में पृष्ठ संख्या 155 क्रम संख्या 2014003482 पर पंजिबद्व किया गया तथा अतिरिक्त पुस्तक संख्या 1 जिल्द संख्या 1100 के पृष्ठ संख्या 49 से 60 पर चस्पा किया गया।

(2014010896) उप पंजीयक, KOTA-II (SALE DEED (CONVEYANCE DEED))

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🖉 अर्हतीय और न्यायिक INDIA NON JUDICIAL TWENTY .20000 THOUSAND RUPEES बीस हर्ज 5732 राजस्थान RAJASTHA 09 JUL 2:11 * श्री राम UPA-Igena विक्रय—पत्र -finte

मांग्र्य्य मैं कि :- हिमान सोनी उम्र 24 साल आत्मज श्री ललित सोनी जाति स्वर्णकार निवासी 53-B, तलवण्डी, कोटा (राजस्थान) (PAN NO. CGQPS 6573J) मुख्तार आम श्री परमानन्द आत्मज श्री सुखलाल जाति खटीक निवासी 18, रंगबाड़ी, कोटा (राजस्थान) का हूं।

जो कि श्री परमानन्द का एक व्यवसायिक प्लाट संख्या–3 (कॉर्नर) पैमायशी–1120.86 वर्गमीटर यानी 12060.45 वर्गफुट वाके बालाजी मार्केट योजना, कोटा (राजस्थान) मे स्थित है। यह व्यवसायिक प्लाट श्री परमानन्द ने 99 वर्षीय पट्टेदारी के आधार पर नगर विकास न्यास, कोटा से सार्वजनिक खुली नीलामी में खरीद किया है। जिसकी चूकती कीमत की राशी नगर विकास न्यास, कोटा में जमा करवादी है।

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-हस्ताक्षर क्रेता-

--हस्तीक्षर मुख्तार आम--

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आज दिनांक 24 माह July सन् 2014 को 16:40 बजे श्री/श्रीमती/सुश्री HIMAN SONI पुत्र/पुत्री/पत्नी श्री LALIT SONI उम्र 24 वर्ष, जाति SWARNAKAR व्यवसाय BUSINESS निवासी 53-B TALWANDI KOTA ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

lim हस्ताक्षर उप पीजीयक, KOTA-II हस्ताक्षर प्रस्तुतकर्ता (2014010896)(SALE DEED (CONVEYANCE DEED))

उप पंजीयक, KOTA}II

रसीद नं0 2014011246 दिनांक 24/07/2014 पंजीयन शुल्क रू0 50000/-प्रतिलिपि शुल्क रू0 300/-पृष्ठांकन शुल्क रू0 0/-अन्य शुल्क रू0 202080/-कमी स्टाम्प शुल्क रू0 1920730/-कुल योग रू0 2173110/-

(SALE DEED (CONVEYANCE DEED))

(2014010896)



यह कि इसकी लीज डीड भी सचिव नगर विकास न्यास, कोटा द्वारा श्री परमानन्द के पक्ष मे करवादी गई है। जिस लीज डीड का पंजीयन कार्यालय उप पंजीयक, कोटा द्वितीय मे दिनांक–13–06–2006 को पुस्तक संख्या–1 जिल्द संख्या–42 क्रम संख्या–2006001570 पृष्ठ संख्या–146 पर हो चुका है। इस प्रकार इस व्यवसायिक प्लाट के श्री परमानन्द एक मात्र मालिक व काबिज है। इस प्रकार इस व्यवसायिक प्लाट को बेचान आदि करने हेतु श्री परमानन्द ने मुझको अपना मुख्तार आम नियुक्त किया हुआ है। जिस मुख्तार नामा आम का पंजीयन नोटेरी पब्लिक श्री इस्हाक मोहम्मद एडवोकेट, कोटा के रजिस्टर मे दिनांक–23–11–2013 को हो रहा है। जो मुख्तारनामा आम न्यायालय कलक्टर मुद्रांक (उप महानिरीक्षक (पंजीयन) एवं पदेन कलक्टर (मुद्रांक) वृत कोटा द्वारा क्रमांक–1049 दिनांक–24–06–2014 से पूर्ण मुद्रांकित भी किया जा चुका है। इस मुख्तारनामा आम मे प्रदत्त अधिकारों के तहत इस व्यवसायिक प्लाट को बेचान आदि करने का मुझको पूर्ण अधिकार प्राप्त है। यह मुख्तारनामा आम आज दिन तक विभावी है, निरस्त नहीं करवाया है। एवम् श्री परमानन्द आज दिन तक जीवित है, को मेरे स्वज्ञान मे है।

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-हस्तीक्षर मुख्तार आम-

हस्ताक्षर क्रेता-

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धारा 54 के तहत प्रमाण—पत्र प्रमाणित किया जाता है कि इस विकय पत्र की मालियत रूपये 40414568 मानते हुए इस पर देय कमी मुद्रांक राशि 1920730 पर कमी पंजीयन शुल्क रूपये 50000 कुल रूपये 2173110 जरिये रसीद संख्या 2014011246 दिनांक 24/07/2014 में जमा किये गये है। अतः दस्तावेज को रूपये 2020290 के मुद्रांकों पर निष्पादित माना जाता है।

(2014010896) उप पंजीयक, KOTA-II (SALE DEED (CONVEYANCE DEED))

आज दिनांक 24/07/2014 को पुस्तक संख्या 1 जिल्द संख्या 275 में पृष्ठ संख्या 155 क्रम संख्या 2014003482 पर पंजिबूद्व किया गया तथा अतिरिक्त पुस्तक संख्या 1 जिल्द संख्या 1100 के पृष्ठ संख्या 49 से 60 पर चस्पा किया गया।

(2014010896) उप पंजीयक, KOTA-II (SALE DEED (CONVEYANCE DEED))



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यह कि विक्रेता को रूपयों की आवश्यकता होने के कारण इस उक्त व्यवसायिक प्लाट संख्या–3 (कॉर्नर) वाके बालाजी मार्केट योजना, कोटा (राजस्थान) जिसकी पेमायश व चतुर्थसीमायें इस विक्रय पत्र के अन्त मे दर्ज की गई है व संलग्न नक्शे में लाल रंग से दिखाया गया है को बदस्त मैसर्स एपेक्स बिल्डटेक, A-826, इन्द्र विहार, कोटा (राजस्थान) (PAN NO. ABAFA 1018K) पंजीकृत भागीदारी फ़र्म जर्ये भागीदार श्री मनोज सेठी उम्र 48 साल आत्मज श्री दलीप सिंह सेठी निवासी A–826, इन्द्र विहार, कोटा (राजस्थान), श्री सरेन्द्र गोयल उम्र 56 साल आत्मज श्री जी0एल0गोयल निवासी –21, तलवण्डी, कोटा (राजस्थान), श्री अनीश गोयल उम्र 25 साल आत्मज श्री महेन्द्र गोयल निवासी 133-B, तलवण्डी, कोटा 🛿 (राजस्थान), श्री सुनील शुक्ला उम्र 35 साल आत्मज श्री बाबूलाल । जी निवासी फ्लेट नं0-A-5-404, महालक्ष्मीपुरम्, बारॉ रोड़, ी कोटा (राजस्थान) व श्री राधेश्याम शर्मा उम्र 57 साल आत्मज श्री इन्दर पाल शर्मा निवासी रंगपुर रोड़, कोटा (राजस्थान) के पक्ष मे बकीमत मुबलिग 4,04,14,568 / – रूपया अक्षरे चार करोड़ चार लाख हु चोदह हजार पांच सो अढ़सट रूपया, मात्र मे बेचान यानी फरोख्त कर दिया 63 है। Hima -हस्तीक्षर मुख्तार आम– र क्रेता Auni जय बंधरेक्ष दिताच

राजस्थान RAJASTHAN

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बीस हजार रूपये

09 JUL 2017 * ante

यह कि बेचान के पेटे 94,00,000 / – रूपया अक्षरे चोरानवे लाख रूपया तो जर्ये चेक पूर्व में ही क्रेता से प्राप्त कर लिया है। व 1,06,10,418 / – रूपया अक्षरे एक करोड़ छः लाख दस हजार चार सो अठारह रूपया चेक नं0–000005 दिनांक–23–07–2014 बैंक ऑफ इण्डिया, शाखा नयापुरा, कोटा द्वारा क्रेता से प्राप्त कर लिया हैं। व 2,00,00,000 / – रूपया अक्षरे दो करोड़ रूपया क्रेता ने सीधे ही कर्रो RTGS UTR NO. BKIDH 14205562358 दिनांक–24–07–2014 द्वारा बेक एकाउन्ट मे हस्तान्तरित करवा दिये हैं। व 4,04,150 / – रूपया अक्षरे चार लाख

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भारतीय गेर व्यासिक INDIA NON JUDICIAL

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सत्यमेव जदते । N D / 4

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यह कि इस प्रकार सम्पूर्ण प्रतिफल राशी 4,04,14,568/– रूपया अक्षरे चार करोड़ चार लाख चोदह हजार पांच सो अढ़सट रूपया क्रेता से प्राप्त करली है। अब कोई राशि लेना शेष नहीं हैं। और कब्जा मालिकाना बेचे गये प्लाट वास्तबिक रूप से क्रेता को मोके,पर सुम्भला दिया है।

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-हस्ताक्षर मुख्तार आम—–

यह कि आज तक इस बेचे गये प्लाट बाबत जो कुछ हक, हकूक, मालिकाना, दाखली, खारजी, अन्दरूनी, बेरूनी, जेरीनी, व बालाई विक्रेता को प्राप्त थे वह समस्त हकूक आज ही क्रेता की जात पर मुन्तकिल कर दिये है। अब इस बेचे गये प्लाट से विक्रेता व विक्रेता के किसी भी वारिस का कोई सम्बन्ध किसी प्रकार का नही रहा है। अब यदि इस बेचे गये प्लाट बाबत विक्रेता अथवा विक्रेता का कोई भी वारिस अपना हक व उज बतलाकर क्रेता से दावा झगड़ा आदि करेगा नो उसकी समस्त जवाबदेही व हर किस्मी खर्चे का भार विक्रेता की जात व जायदाद के जिम्मे होगा। यदि विक्रेता के स्वामित्व की कमी के कारण यह बेचा गया प्लाट मता के कब्जे मालिकाना से निकल जावे तो उसकी समस्त जरे, बेय, मय हर्जा खर्चा तावान आदि लोटाने की जिम्मेदारी विक्रेता की जात व जायदाद के जिम्मे होगी।

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भारंतीय गेर न्यायिक INDIA NON JUDICIAL 🐼

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बोस हजार रूपये

राजस्थान RATASTHAN

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यह कि विक्रय किया गया प्लाट आज से पूर्व किसी भी दिगर जगह पर रहन, बैय, हिब्बा व वसीयत आदि किया हुआ नहीं है, न ही इस पर किसी बैंक या अन्य संस्था का कोई ॠण बकाया है और न ही किसी न्यायालय में कोई केस जेरकार है। यानी यह प्लाट हर प्रकार के भार से मुक्त है।

Himan हस्ताक्षर मुख्तार आम-



स्थित है। इसमें इस समय कोई निर्माण कार्य नहीं हो रहा है। इसमें नल, बिजली यह कि यह प्लाट मुख्य सड़क पर न होकर लिंक रोड़ पर का कनेक्शन नहीं है। क्रेता स्वयं इस प्लाट पर नियमानुसार मंजिल दर मंजिल निर्माण कार्य करवा लेवे व नल, बिजली का कनेक्शन अपने नाम पर सम्बन्धित विभागों से प्राप्त कर लेवे, इसमें विक्रेता को कोई एतराज किसी किस्म का नहीं होगा। इसकी आज तक की लीज, टेक्स, आदि की समस्त बकाया राशी विक्रेता ने जमा करवादी हैं, यदि आज तक की कोई भी राशी लीज, टेक्स आदि की बकाया निकली तो उसकी अदायगी की जिम्मेदारी विक्रेता की होगी, आज के बाद क्रेता रवयं जमा कराते रहा करेंगे।

विकास न्यास, कोटा के रेकार्ड में अपने नाम पर हस्तान्तरित करा लेवे, इसमे विक्रेता यह कि इस प्लाट को क्रेता इस विक्रय पत्र द्वारा नगर व विक्रेता के किसी भी वारिसान को कोई एतराज किसी किस्म का नहीं होगा। जिसकी विक्रय स्वीकृति नगर विकास न्यास, कोटा से पत्र क्रमांक-37

यह कि इस प्लाट से सम्बन्धित समस्त असल कागजात डीड, मुख्तारनामा आम, नक्शा, आदि क्रेता को सम्भला दिये हैं। लिहाजा यह विक्रय पत्र मैने बहोश हवास स्वस्थ चित्त बिना

नशे व दवाब के तहरीर कर दिया जो सनद रहे। समय पर काम आवे। खर्चा रजिस्ट्री स्टाम्प फीस आदि का तमाम क्रेता ने ही वहन किया, है। हस्ताक्षर मुख्तार आम--

-हस्ताक्षर क्रेताः Quenil



चतुर्थसीमायें व्यवसायिक संख्या–3 (कॉर्नर) वाके बालाजी मार्केट योजना, कोटा (राजस्थान) जिसका कुल क्षेत्रफल-1120.86 वर्गमीटर यानी 12060.45 वर्गफुट है। मुताबिक संलग्न नक्शा।

पूरब	::	प्लाट संख्या–4	
पश्चिम	::	रोड़ 12 मीटर चोड़ा	
उत्तर	:-:	रोड़ 12 मीटर चोड़ा	
दक्षिण	::	अन्य प्लाट	

यह विक्रय पत्र स्टाम्प कीमती 20,000 / – रूपया के पांच व दो सादा कागज कुल किता 7 कुल कीमती 1,00,000 / - रूपया पर तहरीर है। तहरीर तारीख, दस्तावेज :- 24-07-2014 Himas TATE-1-1Calman हस्ताक्षर मुख्तार आम——

गवाह-2-Mil Ag छ। ३७९९२४ - भे- भेक्वे वास्ते :- मेसर्स एपेक्स बिल्डटेक,

–हस्ताक्षर क्रेता—–

जर्ये भागीदार

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PARTNERSHIP DEED

THIS DEED OF PARTNERSHIP executed this 5th day of June. Two Thousand Fourteen only between:

- 1. Shri Manoj Sethi S/o Shri D. S. Sethi resident of A-826, Sethi Mansion, Indira Vihar, Kota hereinafter referred to as party of the FIRST PART.
- 2. Shri Surendra Goyal S/o Shri G. L. Goyal resident of A-21 Talwandi, Kota hereinafter referred to as party of the SECOND PART.
- 3. Anish Goyal S/o Shri Maheridra Goyal resident of 133B Talwandi, Kota hereinafter referred to as party of the THIRD PART.
- Sunil Shukla S/o Shri Babu Lal Shukla resident A 5/404, Mahalaxmipuram, Kota hereinafter referred to as party of the FOURTH PART.
- 5. Shri Radhey Shyam Sharma S/o Late Shri Inder Pal Sharma R/o 325 Rangpur Road, Kota hereinafter referred to as party of the FIFTH PART.

WHEREAS the parties hereto intend to carry on the business of multistory complexes, development of land and colonizers under the name and style of M/s APEX BUILDTECH.

WHEREAS the parties deem it proper to reduce all the terms and conditions on which they have agreed to work in partnership with effect from 05.06.2014 to writing by means of Deed of Partnership.

NOW THIS INDENTURE WITNESSETH and the parties hereto hereby agree as follows:

- (1) That the FIRM NAME shall be M/s APEX BUILDTECH and its principal place of business shall be at A-826, Sethi Mansion, Indira Vihar, Kota (Rajasthan) or at such other place as shall be found more convenient and agreed upon between the partners
- (2) That the partnership shall be deemed to have COMMENCED on and from 05.06.2014.
- (3) That the business of the partnership will ordinarily be that of purchase/sale or construction of multistory complexes / land, development of land and colonizers etc. but the partners shall have the option to embark upon any new line of business, open and close branches and all the terms and conditions of the partnership si apply to them.
- (4) That the partnership shall be AT WILL and will continue so long as the partners may desire. In case any partner should desire to retire from the said partnership, he shall C CTARY, Central), KOTA Disit KCTA (Re

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ादनांक 05.06) 17 Timer (93 din to 100/5. Taio it Apop Builteen । पिता का UTT:- A. -826 Inden Viller Koty प्रयोजना :- Paretor Dis pourses चन्द्रप्रकाश राग बिक्री स्थानः- ६३ रॉपिंग सेन्टर, कोटा हस्ते की दशा में हस्ते का नाम व पता:-..... मुद्रांक विक्रेता के हस्ता, क्रेता/हस्ते क्रे हस्ता. OFTIGL 91m Bell (אויד) ביה ובתי וכוא וילא אשוויי. 1709 farth in 5 667 & STRA GET LIO A-826 STREETE - THE वे धरे समध त्य के पत का प्रस्तून करे के मना 3 -21 drag al Banding the निष्यादन कल्ना तथा त्यमें वर्णित तथ्यों का रि महां हाना एवं हात्रास्त गिनगाना चगुठा करना भेट न्ड गाभेज रिट 1834 रे रे के स्वीकार किया। निब्बादक को श्री भागवेन्द्र- जायह () डिमिज रिट 1834 रे रे के 4/ drasse 4/ drasse 113 370535 375 375 87 12 35 1001 2005 90 20 57 120 2005 2005 57 120 2005 1005 2005 2005 1000 2005 100000 2005 100 i Detore me ग्रेंचे (ईन्ट्रक) साहा nce identified by me



give at least two calendar months notice in writing to this effect to other partners. In case of death of one of the partners, other partners will be entitled to continue and carry on the business of the said firm and the heirs or legal representatives of the deceased partner may become partner on the same terms and conditions as were applicable to the deceased partner unless otherwise agreed by the remaining partner.

(5) That the parties hereto shall participate in the **PROFITS AND LOSSES** of the partnership as ascertained from year to year as follows:-

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Percentage 25% 25% 25% 15% 10%

- (6) that the parties hereto shall contribute such sums of money towards the capital of the partnership as may be mutually agreed upon and such contribution shall carry interest @ 12% per annum, unless otherwise mutually decided by the parties hereto.
- (7) (a) It is agreed that all the parties shall act as working partners who shall engage themselves actively in conducting the affairs of the partnership business. Any two of the Working partners shall be entitled to draw/sign. cheque.

(b) While the partners are conscious of the fact that dedicated effort and attention to the business by the working partners is crucial and foremost for providing continued vigor to the business and by that reckoning such partners deserve adequate incentive and handsome compensation. Yet considering the restrictive provisions of section 40(b) of the I.T. Act, 1961, and to relieve the firm of the financial burden they have agreed to make the disbursement of reward for services varying with the level of earning by the partnership business from year to year.

(c) The remuneration payable to the working partners shall be in proportion of the profit sharing ratio of the following amounts:

(i)	On the first Rs.3,00,000 of the book profits or in case of loss.	@ of 90% or Rs.1,50,000 whichever is less.	1 B
(ii)	On the balance of the book profit.	@ of 60%	BTED

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For the purpose of this clause "book profit" means the net profit as shown in the Profit and Loss Account for the relevant previous year, computed in a manner laid down in chapter IV-D of the I.T. Act, 1961, as increased by the aggregate amount of Control, "OTAN", "OTAN", Control, "OTAN", "OTAN",

लाईसेन्स नं:-28/43 दिनांक 050617 रजिस्टर क्रमांक :- : 173 स्टॉस्प गूल्य: . Lool :-मुद्रांक क़ेता ठा पारं- Apex Build-ech. पिता का पारं-VIT :- A- 826 Indus Vilnoutode Relivier :- postular from चन्द्रप्रकाश शना बिक्री स्थान:- 88 शॉविंग सेन्टर, कोटा मुद्रांक विक्रेता के हस्ता, क्रेता / हस्ते के हस्ता. The for the grand the Court AP

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The purpose of this clause "book securit" means reinfrict broth as element the order and Loss Account for the relevant previous van rounded on a previous of in disolar IV-D at the LT. Act: 1851, as techested to be equinated to be reactioned to be a security of the trans-



the remuneration payable to all the partners of the firm of such amount has been deducted while computing net profit.

- (d) However the remuneration payable to the working partners shall be limited to the profit in a case where the remuneration payable as per clause (c) exceeds profits.
- (e) Though principally the interest and remuneration due to each partner will accrue day to day with the commencement of the accounting year, yet it is agreed that ordinarily the interest and remuneration due to each partner will be calculated and paid or credited to his account only once on ascertainment of book profit after the close of financial year except earlier in the event of the retirement/death of a partner or change in the constitution or dissolution of partnership. The partners shall however have the option to make interim withdrawals towards interest and/or remuneration as the case may be, at such intervals as may be deemed expedient and the sum so paid on this account shall be adjusted against the final figure determined on finalization of accounts after the close of the accounting period.

paid on this account shall be adjusted against the final figure determined on finalization of accounts after the close of the accounting period.
(8) That it has been agreed to among all the partners that the property/ land may I be purchased in the name of any working partner and it may be got registered in his name. However the same shall be treated as the firm's property and it shall be exploited and disposed of in accordance with the consent of all the partners and in consonance with the objects of the firm. The working partner can neither treat the impugned property purchased in his name as his personal property nor can she exploit or dispose of on his own will. The profits accruing on the disposal of such property shall be deemed to be the profits accruing to the firm and the firm shall be liable to pay due taxes thereon

(9) that all the expenses relating to the payment of interest, remuneration etc. paid or credited to the partners shall be debited to profit and loss account of the firm and taken into consideration in arriving at the net divisible profit or loss amongst the partners.

(10)That if necessary the partners may be mutual consent and on such terms and conditions as they shall decide upon, take in any new partners in the said firm.

(11)That the Partners shall be **JUST AND FAITHFUL** to each other in all matters and transactions relating to the said partnership firm.

(12)That no partner shall without the written consent of other partners:

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- (a) Acknowledge a debt so as to extend the period of limitation against the firm.
- (b) Employ any money, goods or effects belonging to partnership or engage credit thereof in any manner except on account and for the benefit and interest of the said firm.
- (c) except in ordinary case of business, give any security or promise for payment of the firm: and
- (d) Assign, charge, transfer, mortgage or otherwise alienate his/her share in firm.
- (13) That any two of the working partner shall be jointly and /or severally entitled CTARY Cerral, KOTA (North

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(a) to open and operate account(s) with any Bank(s) and to secure and anange overdrafts from any Bank(s) against security of goods and stock in trade or otherwise


on such terms and condition as they may think fit and sign all papers and documents in connection therewith;

- (b) to borrow money and raise loans from any person, State or Central Government, financial corporation or any other public or private body;
- (c) to sign, draw, accept, negotiate, pay, satisfy, or receive any bills of exchange, hundies, promissory notes, cheques, orders, for payment or delivery of money, security or bills of lading or other negotiable or mercantile instruments for and on behalf of the firm in the usual course of business;
- (d) to ask, demand, sue for recovery and receive whether in cash, cheque or any other mode from any Government department, private establishment or Local authority all monies, dues, articles and things which shall become due, owing and payable to or recoverable by the firm on any account and to give any effectual receipt or discharge for the same;
- (e) to apply for all kind of licenses and to secure mem and also to apply for quota rights and for the purpose to appear before the purposition of the same and to sign all papers in this connection;
- (f) to submit tenders before the Government(s) and to accept orders therefrom and for the purpose to appear before the authorities concerned and to sign all papers in connection therewith;
- all papers in connection therewith;
 (g) to appear and represent the firm betarrothe Commercial Tax, Income Tax, Customs and Excise authorities whether original or appellate and also to appear in any courts, Tribunal or Tribunals of any other Government, Semi : Government or Non Government organization or local authority.

(14)That the stock in trade, capital and property of the said partnership as well as of the partners shall in no way be liable for personal debt of other partner(s)

(15)That the partners shall maintain regular books of accounts and proper entries shall be made therein of all receipts, payments, transactions, engagements and properties of the partnership and the said books of accounts, all receipts, papers and writings shall be kept at the office of the partnership firm and every partner or his/her agent shall have free access at all reasonable times to read, inspect, examine and copy the same.

(16)That the partners shall have *EQUAL RIGHTS* in the control and management of the said partnership business.

(17) That the end of each of the financial year the books of account shall be closed and the profit and loss account shall be drawn up and the profit ascertained for the year, shall be credited to or distributed amongst the partners according to their respective shares as laid down in clause 5 hereinbefore. In case of loss they shall bear the same according to their respective shares. Each year income tax return shall be prepared and submitted to I.T. Deptt. Kota.

(18)That all disputes and difference regarding partnership which may arise due to continuance of the partnership business or thereafter between the partners or their

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respective representatives or heirs with regard to the construction or interpretation of these presents or as to the conduct of the business or touching the rights and liabilities or other interest of the partners or as to any other things or matter relating to the said partnership including its dissolution or winding up or its assets or business, shall be decided by the ARBITRATORS one to be appointed by each of the partners hereto and the decision taken by the majority of such arbitrators shall be final and binding on all the parties hereto and their respective representative/heirs

(19) It has been agreed to by all the partners that aggregate payments of Rs 74 Lacs which has been made by the partners towards purchase of Piot No 3 at Balaji Market Kota shall be deemed to have been made on behalf of the firm and accordingly the land to be purchased shall be registered in the name of the firm.

(20) That all or any of the terms and condition of this cred may be MODIFIED, ALTERED, OR VARIED AND ANY NEW TERMS AND OC DITION MAY BE ADDED TO by the mutual consent of the parties hereto, to be consisted either in writing or implied from the conduct. The provisions of Indian Partnership Act, 1932 (as amended from time to time) is applicable for the matters/provision ho specified in the partnership deed.

IN WITNESS WHEREOF the parties herete have set and subscribed their respective hands and seals on the day, month and year first above written.

SIGNED SEALED AND DELIVERED BY THE WITHIN NAMED PARTIES IN THE PRESENCE OF:

Witness:

First Party 1. Name Marinondra Surph Address 6A31 Mahani Mapwill Occupation KOTA ASSiculture Name 2. PLAJAY PANCHA Second Party Address KHAIROAD NAYAPURP Occupation SERVICE 3. Name ALSHURLA Address VIMRIPADA AN TAN Third Party Occupation BUSINESS agmal 4. Name RAMAE SHURLA Address STOSH BABULALD Fourth Party Occupation MRIPADA ANOTAH 5. Name PARAMJEETSETHI Fifth Party Address A826 Jodra Mhav Occupation KOTA BUXIMESS. ou 516114 place - Koto SONT CTARY , Central), KOTA Disti, KOTA (Rus



GOVERNMENT OF RAJASTHAN OFFICE OF THE REGISTRAR OF FIRMS, KOTA (RAJ.)

Registration No. 19/86/2014



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N.B. : For Future correspondence the above registration No. Should be mentioned invariable othewise no action will be possible.

ory of Entry of REGISTER of FIRMS US 67 OF THE INDIAN PARTNER SHEP ACT, 1932 IN THE OFFICE OF THE REGISTRAR OF FIRMS DISTRICT : KOTA Registration No. 19 86 2014 APEX BUILDTECH Firm's Name M/s A) B) Place of business of the firm Principal A-826, SETHI MANSION, INDRAVINAR, MOTA (RAJ.) i) ii) Other place/s, if any N.A. Duration of the firm "AT WILL" / "NOT AT WIEL" THE REPRESENTATION (C) Date of (D) (E) (F) Description of Documents (G) Act under S.No. of By whom filed Registration which Documents Registered filed 1 2 3 5 4 Application under section 58 of Indian Partnership 06 06 2012 Act. 1932 06/06/2014 Dated N 3 1) Sh. Manor Sethi 36 Sh. D.S. Sethi, ayed 49 yours 0 R/o A-826 Indra Vihar, Kota (Rast) -2) Sh. Surendora Groyal S/o Sho Grol Groyal aged 0 55 Yors, R/o A-21, Talosandi, Kota (Raj.) A 3) Sh. Anish Goyal S/o Sh. Mahendra Goyal aged Ω 25 P, 1/8 B-133 Tal wande, tota (Ras.) T TRUE 6 4) Sh Sunil Shut la Sto Sh. Babulal Ji aged R 36 x22, R/o A-5/404 mahalaxmiarcom, tota Ш Z 5) Sh. RadheyShyam Sharma Sosh. Indorpro-ऑफ N charma, aged 57 yoe, R/o 325, Rangpur Road Kota JN (Raj.) All fastness Joined the firm on 05/06/2014 4 टा अग्रे माफ कार्स हाउडातीड 0 2 होटा (राज०) eforegre Stru फमसक तेहा (राज०)

FORM NO. 'A' (See Rule 8)

Under the Indian Partnership Act, 1932 Section 58, Application for Registration of Firm by the name M/S APEX BUILDTECH

(2) Other Place

Presented / Forwarded to the Registrar Firm for filing by : Partners M/S APEX BUILDTECH A-826 Sethi Mansion Indra Vihar KOTA (Raj) 324 005

We, the undersigned hereby apply for registration of a firm and for the purpose supply the following particulars in pursuance of the Indian Partnership Act, 1932:-

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(b) Place of Business - (1) Principal

: M/S APEX BUILDTECH : A-826 Sethi Mansion, Indra Vihar : KOTA (Raj.) 324 005 : N.A

(c) Name, Parentage & Permanent address of the partners	Date on which partner joined the firm (d)	Signature of partners or their specially authorized agents
1. MANOJ SETHI S/O SHRI D.S.SETHI Aged 49 Years	05.06.2014	Bathi
A-826 Indra Vihar KOTA (RAJ.) 324 005 2. SURENDRA GOYAL S/O SHRI G.L.GOYAL	05.06.2014	3.11.
Aged 55 Yrs. A-21 Talwandi, KOTA, (RAJ.)- 324 005 3. ANISH GOYAL	05.06.2014 A	
S/O SHRI MAHENDRA GOAL Aged 25 Yrs. B-133 Talwandi, KOTA (Raj.) 324005		Parente abient Are. 1982 r
4. SUNIL SHUKLA S/O SHRI BABU LAL JI Aged 36 Yrs. A-5/404 Mahalaxmipuram	disest this 06" day of .	unil
KOTA (Raj.) 324001 5. RADHEY SHYAM SHARMA S/O INDER PAL SHARMA Aged 57 Yrs.	05.06.2014	anne
325 Rangpur Road, KOTA JN (Raj.) 324002		

Duration of the firm AT WILL Station KOTA DATE: 05.06.2014

142, Shyam Kripa

Kotri Road, Gumanpura

I/We Manoj Sethi, Surendra Goyal, Anish Goyal, Sunil Shukla, Radhey Shyam Sharma declare that the above statement is true and correct to the best of my/our knowledge and belief,-Date: 05.06.2014

Witness:

1.

2.

2014	NeV.	- desell			
ASHISH SHARIA		Sigr	ature d	f par	
Chartered Accountant					

Gunil

(e) If any partner is minor, the fact whether he is entitled to the benefit of partnership should be set out herein.



आज दिनांक 22 माह September सन् 2016 को 16:11 बजे श्री/श्रीमती/सुश्री MANOJ SETHI पुत्र/पुत्री/पत्नी श्री DALIP SINGH SETHI उम्र 48 वर्ष, जाति PUNJABI व्यवसाय BUSINESS निवासी A-826 INDRA VIHAR KOTA ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

हस्ताक्षर उप पंजीयक, KOTA

हस्ताक्षर प्रस्तुतकर्ता हर (2016007059) (Agreement of Developer)

रसीद नं0 2016006105 दिनांक 22/09/2016 पंजीयन शुल्क रू0 257370/-प्रतिलिपि शुल्क रू0 300/-पृष्ठांकन शुल्क रू0 0/-अन्य शुल्क रू0 0/-कमी स्टाम्प शुल्क रू0 386060/-सरचार्ज 77270/-कुल योग रू0 721000/-



(2016007059) उप पंजीयक, KOTA (Agreement of Developer)

अंगुला



आज दिनांक 22/09/2016 को पुस्तक संख्या 1 जिल्द संख्या 1363 में पृष्ठ संख्या 113 क्रम संख्या 2016006448 पर पंजिबद्व किया गया तथा अतिरिक्त पुस्तक संख्या 1 जिल्द संख्या 3763 के पृष्ठ संख्या 102 से 116 पर चस्पा किया गया।

11 11 12

(2016007059) उप पंजीयक, KOTA (Agreement of Developer)

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THIS DEVELOPMENT AGREEMENT IS BEING MADE AND EXECUTED ON THIS THE 22ND DAY OF SEPTEMBER, TWO THOUSAND SIXTEEN AT KOTA BY AND BETWEEN:

M/S Apex Buildtech (PAN No: ABAFA1018K), a registered partnership firm, resident of Kota (Rajasthan) executing this agreement through its partners Mr. Manoj Sethi S/o Dalip Singh Sethi aged 48 years R/o A-826, Indra Vihar, Kota, Mr. Surendra Goyal S/o Sh. G. L. Goyal aged 56 years R/o A-21, Talwandi, Kota, Mr. Anish Goyal S/o Sh. Mahendra Goyal aged 25 years R/o 133-B, Talwandi, Kota, Mr. Sunil Shukla S/o Sh. Babulal aged 35 years R/o A-5-404, Mahalaxmipuram, Baran Road, Kota and Mr. Radheyshyam Sharma S/o Sh. Inderpal Sharma aged 57 years R/o Rangpur Road, Kota (Herein after jointly referred to as 'Parties of the first Part' which expression shall unless repugentant to context here of be decented of the first APEX BUILDIECH.

AND Partner FOR M/S APEX BUILDT For M/s APEX BUILD artner For M/S APEX BUILDTECH Partner Guni Partne वप पंजीयक प्रयस्

FOUR A REPUT 41 मि मुद्राक विक्रेता प्रकाश घन्द जेसघानी शनुजा पत्र-सख्या 15/10 धीजस्टर कप संख्या 189 पटनांक 22 91 रहीं चेल्यू व क्रम संख्या 100 भुद्रांक क्रेता का नाम आध्र ही बि 23 रहे भूतंक क्रेता का नाम ATTZ HTEL भिता/पति का ना 50 826 कोटा Agrement मेलक किस्ते क्रय की दशा में हत्ते का नान पता. 283110 प्रयोजन. गुढांक विक्रेता के इस्तावर ्रामामंड के हसासर akash विक्रय स्थान 222 मोटि

M/s Orient Builders & Developers (A Unit of Swan Industries Private Limited) (PAN: AABCS9218A) (CIN- U74999RJ1984PTE 019590) having its registered office at 106, Navjeevan Chambers, Vinoba Marg, C-Scierne, MI Road, Jappur bearing registration No.17-019590 having its office at 54, New Grail, Mandi, Udyog Marg, Kota through its Director Mr. Susheel Jain S/o Shri Lakhpat Rai Jain, Age 10 Jars, resident of Dadabari, Kota (Herein after referred at as the Burger of Dadabari, Kota

(Herein after referred at as the Party of the Source Far, which expression shall be deemed to mean and include all directors of the company along with the respective legal heirs, assigns, successors and repesntatives etc.)

WHEREAS,

The property "Plot No. 3 (Corner), Balaji Market Yojna, Kota (Raj.), area measuring 1120.86 Square (12060.45 Sq.ft. Approx.) initially purchased by Mr. Parmanand S/o Sh. Sukhlal caste Khatk, R/o 18, Ram=ngbari, Kota (Raj.) through auction by Nagar Vikas Nyas (UIT), Kota and by registered lease deed under book no. 1, Zild no. 42, serial no. 2006001570, page no. 146 on date 13.06.2006 registered with subregistrar second, kota.

Further Mr. parmanand transferred the right to sale to Mr. Himan Soni S/o Sh. Lalit Soni R/o 53-B, Talwandi, Kota thorugh notarized power of attorney dt. 23.11.2013 further registered on dt. 24.06.2014 at serial no. 1049 with sub registrar (registration) & Stamp collector, circle Kota.

Further Mr. Himan Soni, duly authorized owner of the said property, thorugh above registered power of attorney, transferred the said plot no. 3 at Balaji Market Yojna, Kota (Raj.) to M/S Apex Buildtech (ABAFA1018K), a registered partnership firm, resident of Kota (Rajasthan) through its partners Mr. Manoj Sethi S/o Dalip Singh Sethi aged 48 years R/o A-826, Indra Vihar, Kota , Mr. Surendra Goyal S/o Sh. G. L. Goyal aged 56 years R/o A-21, Talwandi, Kota, Mr. Anish Goyal S/o Sh. Mahendra Goyal aged 25 years R/o 133-B, Talwandi, Kota , Mr. Sunil Shukla S/o Sh. Babulal aged 35 years R/o A-5-404, Mahalaxmipuram, Baran Road, Kota and Mr. Radheyshyam Sharma S/o Sh. Inderpal Sharma aged 57 years R/o Rangpur Road, Kota Through registered sale deed dated 24.07.2014 registered with subregistrar second under book no. 1, zild no. 275, page no. 155, serial no. 2014003482 and additional book no. 1 zild no. 1100, page no. 49 to 60.

WHEREAS First Party Has absolute owner and have possession of such property truly entitled to sale, transfer, conveyance for various deal with the same.

AND

WHEREAS since then Party of the First Part herein are in actual physical and vacant possession of the aforesaid property situated at Plot No. 3 in all admeasuring around 12060.45 sq. feet, surrounded by a pucca boundary wall, hereinafter being referred to as the 'said property', which is more particularly described in the schedule appearing at the foot of these presents and as shown and delineated in Red in the site and building plan enclosed herewith which shall form apart of these presents.

AND

WHEREAS Parties of the Parties of the first Part desire to develop the said property i.e. area admeasuring around 12060.45 sq. feet into a Residential Multi Story Complex in

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Sordance with the rules, regulations and by laws of the local authority(s) so as to derive maximum profitable use of the said property and Party of the Second Bart has sufficient funds, resources, technical know how, etc to carry out the development work and they are keen to carry out the development work with the Parties of the TPart.

The development agreement was originally executed on 06^{TH} May, 2015 at Kota by and between parties enumerated below. The agreement was notarized but not registered. However requirement of Govt. by e laws the development agreement reproduced for registration. However any contradiction/ discrepancy between the two, the development agreement dated 06.05.2015 shall prevail.

Therefore both the parties have decided to enter into an agreement and to reduce in writing the terms and conditions mutually acceptable to both the parties. As such the detailed terms and conditions agreed to by and between both, the parties are given hereunder :-

NOW, THEREFORE, THIS DEVELOPMENT AGREEMENT WITNESSETH, AS UNDER:

- 1. That the Parties of the First Part hereby declare that they have full right, title & interest in the said property and in the existing building and structures standing thereon. They further declare that their title is absolutely clear and marketable and that they have full and absolute authority to enter into these presents.
- 2. That Parties of the First Part further declare that, they are in possession of the original title deeds of the said property and that, a duly attested copy of the plenary set of title deeds has been provided by Parties of the First part to Party of the Second Part. Parties of the First Part further declare and assure to keep the original title deeds of the said property always in safe custody and shall also safeguard the same against fire, water, etc.
- 3. That Parties of the First part hereby declare that, they have not agreed, committed to or contracted or entered into any agreement or arrangement for sale or lease or development and construction of the said property or any part thereof to any person other than Party of the Second part and that Parties of the First Part have not created any lien, charge, mortgage or encumbrance on.

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the said property and the same s completely fied from all encumbrances, whatsoever and that the said monerty would be kept free from all kinds of encumbrances, during the subsisting these presents.

- 4. That the parties of the First Part further declare that, they have not done any, act, thing, or executed any deed or writing whereby or by reason whereof the development and construction of the said property and/or bailding(s) may be affected or prevented in any manner, whatsoever.
- That the Parties of the First Part also declare that they have not received and that to their knowledge the Government, local authorities, municipal authority or any other authority has not issued any notice affecting the said property or imposing any restriction on the development of the said property in the manner proposed herein.
- 6. That the Parties of the First Part hereby assure the Party of the Second Part that the said property is not attached in any decree of any Court and no proceedings for acquisition of any part thereof were ever initiated and/or are pending at the time of execution of these presents.
- 7. That the Parties of the First Part and Party of the Second part have entered into these presents on principal-to-principal basis only. Nothing contained herein shall be deemed or construed as constituting a service contract or partnership or sale or in any way constitute an association of persons between the Parties of the First & Second Part herein. Each shall be strictly responsible for its own Income Tax liabilities or any other liabilities including sales tax, VAT, service tax whatsoever, if any and shall keep the other party hereto indemnified from and against the same at all times. That the applicable service tax in respect of the 50% portion belongs the party of the first part shall be paid by the party of the first part to the party of the second part who shall be liable to deposit the same with the Government, subject to the statute provisions for the time being in force. the FUIL DIECH

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- 8. That it is further being midd clear that, there presents shall not be treated as a conveyance or cleanise of transfer of any right or title or interest in the said property to the party of the second Part excepting the right to develop and/or construct residential complex after demolition of the existing structures on the terms and conditions mentioned herein.
- 9. That it has been agreed to by and between both the parties hereto that, Party of the Second Part shall develop a residential Multi Story Complex in an area admueasuring 12060.45 sq. feet of the said property comprised in Plot No. 3 in all admeasuring around 12060.45 sq feet which is more particularly being described in the schedule appearing at the foot of these presents. The residential area so developed shall be shared by both the parties in the ration as mentioned in para 12.
- 10. That it has been specifically agreed to by and between both the parties hereto that, Party of the Second Part shall develop the aforesaid residential Complex in accordance with the permission granted by the local authorities i.e. Nagar Vikas Nyas (UIT) Kota and in terms of the building plan approved by the competent authorities at the cost of and expenses of party of the second part.
- 11. That the complex so constructed shall be named as "ORIENT APEX" as mutually decided by the Parties of the first & Second Part.
- 12. That it has been specifically agreed to that, the total residential area so constructed by party of the second part on the land provided by the party of the first part, shall be shared in the ratio of 50% Parties of the First and 50% of parties of Second Part inline of cost of construction and cost of land. The total constructed area shall include the entirely newly constructed residential Complex, the parking area, facilities and common area etc. and that, division of the shares shall be done on each floor vertically or in such a manner that both the parties are equally placed in terms of market value as per the shares are equally placed.

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Similary, the ratio to share the total terrace of the residential Complex for Parties of the First Part and Party of the Second part would be 50% and 50% respectively and the area of construction as well as terrace area as shall so come in the share of both, Parties of the First Part as well as Party of the Second Part shall be clearly demarcated by the approved site building plan and the same shall be deemed to form part of these presents.

Floor	Parties of First Part	Party of the Second Part
4	Flat No.	Flat No.
1ª Eloor	103	101
1.2	104	102
2 nd Floor	201	203
	202	204
3 rd Floor	303	301
	304	302
4th Floor	401	403
	402	404
5 th Floor	503	501
	504	502
6 th Floor	601	603
	602	604
TOTAL	12 Flats	12 Flats

- 13. That it is further agreed that, if clear division of 50% each in case of residential Complex is practically not possible, in that event for the difference, if any the area shall be calculated in terms of money which shall be paid by the party who is getting more area than the agreed area on the price of Rs. 3,000/- per sq. feet.
- 14. That it has been agreed to by and between both the parties to these presents that the Party of the Second Part shall make foundation for at least Eight floors excluding ground floor and basement and shall not make any difference while constructing all or any flat/area subject to approval of local body. The Party of the Second Part assures to use the best quality of material required in construction of building, specifications of which are annexed herewith, which shall form part of these presents. However, it is being made absolutely clear by and between both the parties hereto that, Party of the Second Part alone shall be responsible to meet out defect, if any and/or any complaints made, with regard to quality of the construction raised by any owner/occursing of the construction so raised. Party of the Second Part hereby also undertakes to keep Parties of the First Part hereto indemnifyed of the same at all times.

Part hereto indempified of the same at all filmes. PEX BUILDTECH FOR MUS. Partner artne K BUILDTE Page - 6 - of 19 For M'S APEX BUILDTECHINTS Partner FOR M Partner उप पंचीयड प्रथम. छोटा

15. That it has been very care porically agree to that, the entire cost of construction of the residential Building Le. cost of construction, landscaping, development mads boundary walls, architect's fee, consultancy charges, engineer(s)'s fee, contractor's fee, marketing cost, fee payable to the Competent Authorities for the approval of maps and getting the required sanctions and any other cost ancillary or incidental thereto shall be payable by the Party of the Second Part alone and under no circumstances, any such cost shall be expected to be paid by the parties of the First Part. However, it has been categorically agreed to that, in respect of sale of the respective portions of both the parties, both shall bear brokerage charges individually for sale of respective areas.

16. That it has also been agreed to for the purposes of aforesaid that, Parties of the First Part shall immediately with the execution of these presents execute a Power of Attorney in favour of Mr. Susheel Jain Managing Director of M/s Orient Builders & Developers(A Unit of Swan Industries Private Ltd.) age 50 years of Party of the Second Part, to enable Party of the Second Part to get the land-use of the said property changed and converted (if at all required to be converted to residential) as well to get the site and building plans prepared and approved from the competent authorities. Parties of the First Part further declare and undertake to provide every assistance as may be required by Party of the Second Part of getting the needful done, at the cost and expenses of Party of the Second Part.

17. That it has been further agreed to by and between both the parties hereto that, or M/s APEX BUILDTEEH Mapplications, for lay-outs, construction of the residential Building, on the said the Parties of the First Part shall sign and execute from time to time all plans,

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property and all other documents that might be necessary for effectuating the purpose for which these presents are being executed.

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- 18. That it has also been duly agreed to by and between both, Parties of the First Part as well as Party of the Second Part that, the Architect for the project shall be decided mutually by both the parties who shall take care of planning & completion of the project. It is further agreed that if for any reason the Architect so appointed is required to be changed then the change shall also be made by mutual consent of both the Parties.
- 19. It is categorically agreed by both the parties that Mr. Manoj Sethi on behalf of the Parties of First Part and Mr. Susheel Jain on behalf of Party of the Second part shall be jointly present in all-important discussions with the Architects appointed for this project and they shall be jointly authorized to take final decision in respect of finalization of the aforesaid project. There after the plan will be submitted to Nagar Vikas Nayas (UIT), Kota. In case in future if any changes are required to be made in these drawings both the aforesaid persons shall be authorized to make the changes with their joint signatures on the revised building plans.
- 20. It is further agreed by both the parties that Mr. Manoj Sethi on behalf of the Parties of the First Part shall also be authorized to check and pin point to Mr. Susheel Jain on behalf of second part in respect of construction is not according to plan to get the same rectify accordingly at the cost and expenses of the Party of the Second Part.

21. That it has been agreed to by and between the parties that Party of the Second s APEX E'JILD FOR MUS Ashall' phy Part Land value as Interest Free Security Deposit of FOR WS APEX BUILD TECH Qun' Partner Contrar. पंजीयक प्रथम, कोटी

(Rupees Hundred Lakhs Only) to parties of the first party part payment Rs 50 Lakhs (Rupees Fifty Lakhs Only) (wide cheque no 001448 & 001481 of Rs. 25 Lac each) at the time of this a coment singing and handed over possession to Second party rest Rs..50 Lakhs (Ropers Fifty Lakhs Only) will pay after approval of necessary Maps etc from Muncipal corporation, Kota or after 3 months from the execution of this agreement which ever is earlier. for the performance of the terms and conditions stipulated in this agreement. Out of This security amount Rs. 16 Lac will be adjusted and non refundable and balance of the said security amount shall be refunded to Party of the Second part upon the completion of the project when the party of the second part hands over the physical possession of the 50% area falling in the share of the party of the first part fully completed in all respect or will be adjustable against advance receipts against flat booking of party of the first part share flats.

- 22. That it has been very categorically agreed to by and between both the parties hereto that, time shall be the essence of these presents.
- 23. That it has also been agreed to that if due to excavation if any portion of any building, whether immediately adjacent or otherwise if damaged then Party of The Second Part shall rectify and repair the same at its cost. Party of the Second Part hereby further indemnifies Parties of First Part for any such liability arising due to construction of the proposed residential complex.
- 24. That if any accident or mishap occurs during the development work, the Party of the Second Part herein declares and undertakes to be solely responsible for all such damages, consequences, cost, etc. and all types of losses caused to any third party and the parties of First Part herein shall in no way be responsible for the same.

25. That the Party of the Second Part hereby further undertakes and indemnifies

MIS APEX BUILDTECH the Rorties of the First Part in respect of all claims, damages or expense FOR MYS APEX BUILDTECH MYS APEX BUILDTECH Part प पंजीयक प्रथम, कोठा

payable in consequence to any pjury to any employee, workmen, invitee, nominee, etc. while in or upon the said premises during the course of development and construction over the said property.

26. That it has also been agreed to by and between both the parties hereto that, from the approval of Maps by the competent authorities partied of the second part demolition of the existing structures and carrying out the development work in accordance with the approved maps at the cost and expense of the Party of the Second Part.

The Parties of the First Part shall duly execute an irrevocable general power of attorney in favour of Mr. Susheel Jain of the Second Part to enable Party of the Second Part to comply with the stipulations of these presents by completing the project within the stipulated time frame as well as to agree to sell or sell the built-up portion of the share of Party of the Second Part including for getting the Agreement(s)/Sale Deed(s) registered in the names of the prospective purchasers in respect of the flats/portions which the Party of the Second Part shall have a right to sell and shall also authorize the same to sell undivided, proportionate and variable rights in the land beneath the building and the area around the same within the compound of the said property and relating to the built-up areas as being agreed to be sold by the Party of the Second Part. Such Power of Attorney shall be registered. However, it is made clear that, Party of the Second Part shall not handover possession of any portion of its share to any prospective purchaser unless possession of completed portion on each floor is first handed over to the Parties of the First Part of their share of built-up area. It has been further agreed by the parties that building plans should be approved within the time period of six months (If the Government department work in time bound period, if any delay on part of Government Department & other Title etc. that

WS APEX BUILDTECH period will be excluded) from the date of signing this development agreement HEX BUILDTECH Page - 10 - of 19 APEX BUILDTECH FOR MUS APEX BUILDTECH Bluni Partner उप पंजीयक प्रथम, कोटी

In case party of the second per fails to get mappiplans approved from the competent authority, then it shall be the discretion of the party of the first to grant further time to party of the discretion of the aforesaid job done or to terminate this development agreement by refunding the security deposit paid by party of the second immediately on termination.

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- 27. Vacant Possession means the parties of the First Part shall hand over vacant possession of the entire land i.e around 12060.45 sq. feet to enable the party of the Second Part to start construction work on the land without any hinderence. In case the Parties of the First Part fails to disposses one or more tantents, if any within six months from the date of signing this agreement then the Party of the Second Part shall negotiate with such tantents and fulfill their demand and get them ready to vacate the possessed area from each of the them. Whatever amount is paid for dispossessing the tantents shall be paid by Part of the Second Part subject to reimbursment from Party of the First part or adjustment from Part of the First Part's share of the built up area. The Party of the First part will reimburse this amount to Party of the Second Part by giving finished buit up area to Party of the Second Part for adjustment of the amount paid to tenants by Party of the Second Part . The calculation for built up area shall be made @ 3000/- sq feet In case any one or more tenant refuses to vacant the possession then both the parties shall sit together and solve the issue amicably.
- 28. That it has also been mutually agreed to by and between both the parties hereto that, Party of the Second Part shall complete the residential Building within a period of Two and Half years i.e. within Thirty (30) months from the date of approval plans from the competent authorities. It is also agreed to that, the period during which the development and construction work cannot be carried out due to *force majure viz.* earthquake, flood, riot, war, storm, tempest, civil commotion, blast, malicious damages, fire brand

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other act or omission of workmen or labor beyond the control of the party concerned provided that the cause is not induced by the party himself, then such period shall also be excluded from the alculation of the period of thirty (30) months.

29. That it has further been agreed to by and between both the parties hereto that, in case Party of the Second Part is unable to complete the project within the stipulated period of thirty (30) months from the date of approval of plans from the competent authorities, the Parties of the First Part shall become entitled to receive a sum of Rs 10,000/- [Ten Thousand Only] per month as damages for the delayed period and in all a further period of six (6) months over and above the stipulated period of thirty (30) months shall be allowed to Party of the Second Part to complete the project. However, in case if Party of the Second Part is unable to still complete the project within Thirty Six (36) months of date of approval of plans from the competent authorities then in -

such an event the appointed Arbitrator shall take stock of the events to decide whether Party of the Second Part will be able to complete the project or not and the time likely to be taken for completing the same and in case the Sole Arbitrator comes to the conclusion that the Party of the Second Part cannot at all complete the remaining work in such an event, the Parties of the First Part shall have to get the remaining work done by an independent agency and then the Arbitrator shall decide and award the contract for the completion of remaining work to an independent agency competent to complete the remaining work. In such a case the amount to be paid to such an agency shall be paid either in advance or periodically by the Party of the Second Part and in case Party of the Second Part fails to pay the same then Parties of the First Part shall have to arrange for the Turtas

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immediately from the markroand shall be entired to set off the same along with all other costs and damage etc. against the share of the developers which they were otherwise entire the share that they completed the project.

- 32 That it has also been agreed to by and between both the parties hereto that, Party of the Second Part shall alone be responsible for the marketing, advertisement of the project, etc. at its own cost and expenses and shall also be entitled to do the bookings of 50% of the saleable areas of the constructed portions of the said project of the Party of the second Part and receive advance against sale of such 50% saleable area. But in case of the Party of Second part also sale the Share of party of first part after their written consent letter/ Power of attorney to the party of the second part, the payment which is received will be shared 50% to the party of first part of the amount received by the party of the second part and 50% of amount will be kept by the party of the second part. But at the final amount will be reimbursed after adjusting the refundable security amount with the party of the first part. Thereafter if any balance is receivable or payable by the either party same will be reimbursed to the either party.
- 33 That it has further been agreed to by and between both the parties that, Party of the Second Part shall be entitled to advertise in name of both the parties as a joint Venture about the said project of development and construction and shall be entitled to put-up advertisement board on the said property.

34 That it has been agreed to that the land and building tax, municipal tax, lease rent etc. in respect of the said property for the period prior to the approval of maps by Nagar Vikas Nyas, Kota shall be paid by the NS APEX EUTLDTECH EN CULDTECH Partie - 13 - of 19 FOR MIS AFEN CULLINECH FOR MIS APENEU (Juni) partner यह प्रयस. कोटा

of First Part till the Partice to First Part handed over the actual physical and vacant possession. If the property mentioned above. After Completion of the constructed near faithe residential complex, the respective parties shall pay the aforesaid taxes for the respective portions of their properties.

35 That it has been specifically agreed to that the Parties of First Part shall not interfere in the day to day development work, which is to be done by the Party · of the Second Part and that, Parties of the First Part shall not put any hindrance or do any activity which will adversely affect the development work. However, the Parties of First Part or their representatives shall have a right to inspect the progress of the construction work ongoing at the site at all reasonable hours as and when they desire to, which will not be taken as interference in the construction activity as stated above and the Parties of the First Part shall be entitled to point-out to the architect(s) any defects(s) in the construction work, quality of workmanship or materials used when such work is in progress or being executed or such material is brought on site. If the architect/engineer will be satisfied about the objections raised the said architect/engineer shall rectify the same accordingly.

36 That it has been further agreed to that the Party of the Second Part shall hand over the constructed portions to the Parties of First Part only after they are complete in every respect. It is however being made clear by the Party of the Second Part to the Parties of First Part that for want of electric connection from Vidyut Vitran Nigam Limited or any other agency supplying power, the otherwise completed flats / portions shall not be treated as incomplete for the purpose of handing over possession.

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the Second Part shall also installing its own cost mmp-operated deep tubewell, water storage tanks, overhead reservoirs, electrical installations. electrical wiring, water pipes & communation and the etc.

- 38 That it has also been agreed to that, the built-up areas coming to the share of the Parties of the First Part shall have fittings and fixtures identical as shall be provided by Parties of the First Part to Party of the Second Part before start of construction work in the portion coming to their share to their share and that, as per the list of specifications attached herewith.
- 39 That the Party of the Second Part further assures the Parties of First Part that the required fire-fighting arrangement will be installed in the residential Building as prescribed by the local authorities or as may be required by the statute. Any contravention of statutory provisions in this regard shall be the responsibility of the Party of the Second Part, and Party of the Second Part hereby declares and undertakes to keep Parties of the First Part indemnified there from at all times.
- 40 That it has also been agreed to herein that, any violation of statutory provision in this regard relating to the development of impugned property shall be the responsibility of the Party of the Second Part.
- 41 That in case there is any income in respect of such residential complex in the nature of rental/user charges for hoardings etc or/and communication tower etc or other such receipts, the same shall be equally shared between party of first part and party of the second part.
- 42 The in case further construction is permitted in respect of the residential complex the party of the second part shall be entitled to develop the same, to the extent possible, on the same terms and conditions as continued this agreement.

43 That on account of any defects in title of the party of the first part or any

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owned by the party of the first part there is difficulty in carry out the project as per these presents, or after completion of the project any such issue relating to title, charge etc arises, the part of the part shall be liable to compensate the party of second part to the extent of actual money spent by party of second part, 18% p.a. interest thereon and a reasonable compensation for the time and efforts involved in carrying out the project, as determined by the Arbitrator. However, such aggregate compensation shall be, in no case, less than actual loss caused to the party of second part.

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- 44 That both the parties have agreed to hand over all common portions and common amenities and facilities to a Company/society or other body formed for the purposes of the Maintenance of the residential Building. Such body shall have two representative of the party of first part and two representative of the party of second part in its management body. It has also been specifically agreed to that, the Parties of the First Part or the tenants and occupants of all the flats and other built-up areas in the proposed residential complex shall be bound to pay the maintenance deposit/ charges as may be decided by the aforesaid body. All maintenance deposits/monthly charges shall be received in the name of the such body formed for the said purpose and the receipts shall be deposited in designated bank account of such body to be operated by joint signatories appointed by the managing committee of such body.
- 45 That it has also been agreed to that, both the parties hereto shall ensure and incorporate in the agreements and sale deeds that, the Purchaser shall not use or permit to be used his or her portion or space occupied by him or his agents for carrying on any illegal or immoral trade or activity or to do or allow anything to be done that might cause any nuisance or annoyance or hazard to anybody inside the residential or outside the same or to store any inflammable or explosive material, goods or products. The decision of

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- the body formed for maintenance, as to whether any act shall cause nuisance or annoyance of any substance if inflammable or explosive or hazardous, shall be final and binding on Parties of the First Part, Party of the Second Part and/or other overs, occupants, and owners of any portion/unit/flat in the residential complex so constructed.
- 46 That on performing the obligations under these presents if the Parties of the First Part or Party of the Second Part transfers any portions/unit/flat out of their respective allocations, such transfers shall be subject to the terms and conditions, restrictions and covenants contained herein and in any document or conveyance that might be executed should recite about the specific stipulations contained herein and relevant for the document executed.
- 47 That it is further being agreed to by and between both the parties hereto that, the portion/flats in the residential complex would be sold or allowed to be used and occupied on the condition that the transferees / purchasers shall pay fixed sum of money if agreed to at the relevant time by both the parties besides the agreed sale consideration/rent/lease money, etc. towards maintenance, sufficient to cover regular maintenance of the common areas to the body to be formed for the purposes of maintenance of the same shall be paid periodically as may be decided by and between both the parties before handing over possession to the occupants. It has also been further decided that both the parties hereto shall have equal representatives in the such body and have equal number of members in the managing committee and all the funds received for the maintenance of the residential complex, and common areas, facilities etc. shall be deposited by all the parties in the bank account of the aforesaid body and the bank account shall be operated by ioint signatories only representing both the parties.

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- 48 That it is further being agreen to that, all or only issue arising out of this contract touching any of the terms of the Agreement with regard to the meaning thereof and intention of the parties hereto shall be referred to Sole Arbitrator mutually acceptable to both the parties. The award of the Arbitrator shall be final and binding on both the parties. It has also been agreed to very specifically that whatever differences might arise between the parties, the progress of the project shall not be impaired, stopped or stayed even temporarily by either of the parties.
- 49 That it has further been agreed to that, the arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 as amended from time to time.
- 50 That the Parties of First Part hereby assure Party of the Second Part that as and when asked Parties of the First Part shall sign and execute and do all such acts, deeds and things, as may be required for accomplishment of the purpose of the obligations of the party of the second part under these presents, which may have been left out from these presents. However, it is made clear that the Parties of First Part shall not be liable for any expense in this connection as the same shall be exclusively borne by Party of the Second Part.
- 51 That all the expenses in relation to preparation of documents & their execution and registration of these presents etc. shall be borne exclusively by Party of the Second Part and on sale of flats the buyer will pay the registration charges on cost.
- 52 It has also been agreed between the parties that Mr. Susheel Jain, Director of M/s Orient Builders & Developers (A Unit Of Swan Industries Private Limited) And the responsible for the performance of the terms of this developers (A Unit Of Swan Industries Private Limited)

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- agreement in his individual capacity and he shall not appoint any new Director in the Company without the whitten consent of the parties of the first part. He shall not transfer the development ights to any other company without the written permission of the parties of the first part.
- 53 That this agreement has been prepared in two sets, each set to be retained in original by both the parties hereto.

<u>SCHEDULE</u>

Immovable property bearing Plot No 3 at Balaji Market Yojna, Kota (Raj.) in all admeasuring 12060.45 sq. ft. and is bounded on all sides, as under:

Towards its East	- Plot No. 4
Towards its West by	- 12 Mtr. Wide Road
Towards its North	- 12 Mtr. Wide Road

Towards its South by - Plot No. 2

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

Parties of the Second Part Parties of the First Part For: M/s Aper Buildrech BUILDTECH For: Orient Builders & De 1. Manoj Sethi Mr. Susheel Jain Fo2M/Surendra Goya Manging Director 3. Anish Goyal For M/s APEX BUILD 4. Sunil Shukla (Slun 5. Radheyshyam Shafn Partner Witnesses 1. Page - 19 - of 19 खप पंजीयक प्रथम, कादा

		Government of Rajasthan e-Registration Fee Receipt			SECOND COPY	
SRO Unique ID	RJ01RJ01RJR KOTA-II		Receipt Date	26-APR-2016 13:36		
R Location	RJ1326341604157	free free	16			
Name Of Seller	MS APEX BUILDTEK					
Name Of Buyer	TH ADV SANDEEP JAIN					
Type of Document ACC Reference	Search Fees 2006-2016 SHCIL/SHCIL RAJASTHAN	KOTAII	ion of India Limited			
Paid Fees	Stoch		Particulars		Amount (Rs.)	
Particulars		Amount (Rs.) ₹ 0	CSI		₹ 0	
Registration Fees		₹0	Record Inspection Fees		₹ 550	
Copy of Fees		₹0	Commission Fees		₹ 0	
Late Fees		₹0			₹10	
Other Charges		₹ 550	Service Charges		\$ 10	
Total Amount		₹ 560				
Grand Total (Rupees Five Hu	undred Sixty Only)					
			www.shcilestamp.com . Any c	licerenancy in the details	on this receipt	

and as available on the website renders it invalid.

Sandeep Jain

Residence & Office: 583-A, Talvandi, Kota-324005 Ph. (0744) 2407214 Mob. 98291-80432 Sandeeplawyer17966@yahoo.co.in Date: 26.04.2016

Manager HDFC Limited Kota

Ref: Title Verification in respect of Residential Flats at Plot No. 3 Balaji Market, Kota

I have perused the document listed in annexure 'A' to this letter furnished to me in respect of above mentioned project.

I am of the opinion that the title of Residential Flats at Plot No. 3 Balaji Market, Kota is clear and marketable and can be considered acceptable security by HDFC Limited

Documents Scrutinized

1. Copy of Auction Letter No. 1202 dated 17.03.2006 issued by UIT Kota in favour of Parmanand s/o Sukhlal regarding Plot No. 3 Balaji Market, Kota

2. Copy of Lease Agreement executed by UIT Kota in favour of Parmanand s/o Sukhlal regarding Plot No. 3 Balaji Market, Kota measuring 1120.86 sq mt regd on dated 13.08.2006

3. Copy of Possession Letter No. 37 dated 25.06.2013 issued by UIT Kota in favour of Parmanand s/o Sukhlal regarding Plot No. 3 Balaji Market, Kota

4 Copy of POA executed by Parmanand s/o Sukhlal in favour of Himan Soni s/o Lalit Soni attested on dated 23.11.2013



5. Copy of Sale Deed executed by Himan Soni s/o Lalit Soni POA holder of Parmanand s/o Sukhlal in favour of M/s Apex Buildtek Partnership Firm regarding Plot No. 3 Balaji Market, Kota regd on dated 24.07.2014

6. Copy of Transfer Order No. 856-57 dated 07.04.2015 issued by UIT Kota in favour of M/s Apex Buildtek Partnership Firm regarding Plot No. 3 Balaji Market, Kota

7. Copy of Construction Permission & approval of Site plan no. 3158-69 dated 11.04.2016 issued by UIT Kota in favour of M/s Apex Buildtek Partnership Firm regarding Plot No. 3 Balaji Market, Kota

8 Copy of Registration of M/s Apex Buildtek Partnership Firm under Indian Partnership act

Flow of title of the said property observations

Plot No. 3 Balaji Market, Kota was auctioned by UIT Kota in favour of Parmanand s/o Sukhlal. Auction Letter was issued by UIT Kota in favour of Parmanand s/o Sukhlal on dated 17.03.2006. Lease Agreement of the said plot was executed by UIT in favour of Parmanand s/o Sukhlal. Lease Agreement was registered in the office of Sub Registrar Kota on dated 13.08.2006. Parmanand s/o Sukhlal sold this plot to M/s Apex Buildtek Partnership Firm. Sale deed was executed by Himan Soni s/o Lalit Soni POA holder of Parmanand s/o Sukhlal in favour of M/s Apex Buildtek Partnership Firm. Sale deed was registered on dated 24.07.2014 vide book no.1, volume no. 275 serial no. 2014003482 at page no. 155. Transfer Order was issued by UIT Kota in favour of Correction Deed was executed by UIT Kota in favour of M/s Apex Buildtek Partnership Firm on dated 07.04.2015.

Certificate

It is certified that as per the scrutiny of the documents and the search conducted in the office of Sub Registrar Kota for the year 2006 to 2016, M/s Apex Buildtek Partnership Firm has clear and marketable title over the property.



In my opinion the following documents are required to be taken for completion of the project file from the Developer.

1. Copy of Auction Letter No. 1202 dated 17.03.2006 issued by UIT Kota in favour of Parmanand s/o Sukhlal regarding Plot No. 3 Balaji Market, Kota

2. Copy of Lease Agreement executed by UIT Kota in favour of Parmanand s/o Sukhlal regarding Plot No. 3 Balaji Market, Kota measuring 1120.86 sq mt regd on dated 13.08.2006

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7. Copy of Construction Permission & approval of Site plan no. 3158-69 dated 11.04.2016 issued by UIT Kota in favour of M/s Apex Buildtek Partnership Firm regarding Plot No. 3 Balaji Market, Kota

8 Copy of Registration of M/s Apex Buildtek Partnership Firm under Indian Partnership act

9 Copy of Partnership Deed of M/s Apex Buildtek Partnership Firm

10. Attested Agreement to be executed between M/s Apex Buildtek Partnership Firm & Purchaser of the property



Further in my opinion the following Original documents are required to be taken from each individual borrower for creation of security in each individual home loan file.

1. NOC is required in each individual case if any financial institute finances the project.

2. Agreement to Sale executed by M/s Apex Buildtek Partnership Firm with the Borrower

3. Accepted sanction letter from borrower

4. Registered Sale deed to be executed by M/s Apex Buildtek Partnership Firm in favour of Purchaser of Flats

Yours sincerely,

(Sandeep Jain) Advocate

