



(Supplementary)

Date 14/11/2019

Report of Investigation of Title in respect of Immovable Property (TIR)

1.	• Name of the Branch/ Business Unit/Office seeking opinion.	State Bank of India SME Branch Haridwar Distt. Haridwar
	• Reference No. and date of the letter under the cover of which the documents tendered for scrutiny are forwarded.	As per instructions.
	• Name of the Borrowers.	M/s Prasad Heritage Projects Pvt. Ltd. registered office, head office 06, Shahnajaf Road, Lucknow through its Authorized Signatory Shri Sanjay Shrivastava S/o Late Shri A.S. Shrivastava R/o Haveli Hari Ganga, 21, Pilibhit, House, Ramghat, Haridwar Tehsil & Distt. Haridwar.
2.	• Name of the unit/concern/ company/person offering the property/ (ies) as security.	M/s Prasad Heritage Projects Pvt. Ltd. registered office, head office 06, Shahnajaf Road, Lucknow through its Authorized Signatory Shri Sanjay Shrivastava S/o Late Shri A.S. Shrivastava R/o Haveli Hari Ganga, 21, Pilibhit, House, Ramghat, Haridwar Tehsil & Distt. Haridwar, is the present owner of this property by way of registered sale deed.
	• Constitution of the unit/concern/ person/ body/ authority offering the property for creation of charge.	A Private Limited Company
	• State as to under what capacity is security offered (whether as joint applicant or borrower or as guarantor, etc.)	As a borrower.
3.	Complete or full description of the immovable property (ies) offered as security including the following details.	A Constructed residential Flat, bearing flat no. B6-303, (Apartment Type-Studio) Block B-6, having total area 728 square feet approx 67.63 square meter, belonging to khasra no. 737, 747, 749 to 754, 758 to 761, situated in Aloha Project Rishikesh, village Ghugtyani Talli Tehsil Narendra Nagar Distt. Tehri Garhwal.
	• Survey No.	A Constructed residential Flat, bearing flat no. B6-303 constructed on land bearing khasra no. 737, 747, 749 to 754, 758 to 761.
	• Door/House no. (in case of house)	To be ascertained from the report of Valuer.
	• Extent/ area including plinth/ built up area in case of house property	having total area 728 square feet approx 67.63 square meter
	• Locations like name of the place, village, city, registration, sub-district etc. Boundaries.	situated in Aloha Project Rishikesh, village Ghugtyani Talli Tehsil Narendra Nagar Distt. Tehri Garhwal
4.	• Particulars of the documents scrutinized-serially and chronologically. • Nature of documents verified and as to whether they are originals or certified copies or registration extracts duly certified. Note: Only originals or certified extracts from the registering/land/ revenue/ other authorities be examined.	Certified copy of registered sale deed dated 26.09.2015 registered as document no. 891 in the office of Sub registrar Devprayag, executed by M/s AEZ Infratech Pvt. Ltd. known as Aerens Kolmet Infrastructure Pvt. Ltd. having registered office 301, Bakshi House, 40-41 Nehru Place, New Delhi & M/s Jagatbir Papers India (P) Ltd. having registered office at 301, Bakshi House, 40-41 Nehru Place, New Delhi through authorized signatory Surindra Kathuriya S/o Shri Krishan La Kathuriya R/o 91, Pocket-3, Sector-23, Rohini Delhi-85 in favour of present owner M/s Prasad Heritage Projects Pvt. Ltd. registered office, head office 06, Shahnajaf Road, Lucknow through its Authorized Signatory Shri Sanjay Shrivastava S/o Late Shri A.S. Shrivastava R/o Haveli Hari Ganga, 21, Pilibhit, House, Ramghat, Haridwar Tehsil & Distt. Haridwar.



				extract/photocopy , etc.	advocate.
	I.	26.09.2015	registered Sale deed	certified copy	No
5.	a) Whether certified copy of all title documents are obtained from the relevant sub-registrar office and compared with the documents made available by the proposed mortgagor? (Please also enclose all such certified copies and relevant fee receipts along with the TIR.)				Yes.
	b) i) Whether all pages in the certified copies of title documents which are obtained directly from Sub-Registrar's office have been verified page by page with the original documents submitted?				Yes.
	b) ii) Where the certified copies of the title documents are not available, the copy provided should be compared with the original to ascertain whether the total page numbers in the copy tally page by page with the original produced. (In case originals title deed is not produced for comparing with the certified or ordinary copies should be handled more diligently & cautiously).				N.A. as above.
6.	• Whether the records of registrar office or revenue authorities relevant to the property in question are available for verification through any online portal or computer system?				Yes.
	• If such online/computer records are available, whether any verification or cross checking are made and the comments/ findings in this regard.				Yes.
	• Whether the genuineness of the stamp paper is possible to be got verified from any online portal and if so whether such verification was made?				No.
7.	• Property offered as security falls within the jurisdiction of which sub-registrar office?				Sub-registrar Devprayag Distt. Tehri Garhwal.
	• Whether it is possible to have registration of documents in respect of the property in question, at more than one office of sub-registrar/ district registrar/ registrar- general. If so, please name all such offices?				No.
	• Whether search has been made at all the offices named at (b) above?				N.A.
	• Whether the searches in the offices of registering authorities or any other records reveal registration of multiple title documents in respect of the property in question?				No.
8.	Chain of title tracing the title from the oldest title deed to the latest title deed establishing title of the property in question from the predecessors in title/interest to the current title holder. And wherever Minor's interest or other dog on title is involved, search should be made for a further period, depending on the need for clearance of such dog on the Title.				As detailed in TIR already submitted to State Bank of India at the time of creation of Equitable Mortgage I further certify that the property is SARFAESI compliant.
9.	Nature of Title of the intended Mortgagor over the Property (whether full ownership rights, Leasehold Rights, Occupancy/ Possessory Rights or Inam Holder or Govt. Grantee/ Allottee etc.)				Free hold rights.
10.	If leasehold, whether;				N.A.
	• lease Deed is duly stamped and registered				N.A.



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	<ul style="list-style-type: none"> • lessee is permitted to mortgage the Leasehold right, 	N.A.
	<ul style="list-style-type: none"> • duration of the Lease/unexpired period of lease, 	N.A. Date
	<ul style="list-style-type: none"> • if, a sub-lease, check the lease deed in favour of Lessee as to whether Lease deed permits sub-leasing and mortgage by Sub-Lessee also. 	N.A.
	<ul style="list-style-type: none"> • Whether the leasehold rights permits for the creation of any superstructure (if applicable)? 	N.A.
	<ul style="list-style-type: none"> • Right to get renewal of the leasehold rights and nature thereof. 	N.A.
II.	If Govt. grant/ allotment/Lease-cum/Sale Agreement, whether;	N.A.
	grant/ agreement etc. provides for alienable rights to the mortgagor with or without conditions?	N.A.
	the mortgagor is competent to create charge on such property?	N.A.
	any permission from Govt. or any other authority is required for creation of mortgage and if so whether such valid permission is available?	No.
12.	If occupancy right, whether;	N.A.
	a) Such right is heritable and transferable,	N.A.
	b) Mortgage can be created.	N.A.
13.	Nature of Minor's interest, if any and if so, whether creation of mortgage could be possible, the modalities/procedure to be followed including court permission to be obtained and the reasons for coming to such conclusion.	There are no interest of minor.
14.	If the property has been transferred by way of Gift/ Settlement Deed, whether:	N.A.
	The Gift/Settlement Deed is duly stamped and registered;	N.A.
	The Gift/Settlement Deed has been attested by two witnesses;	N.A.
	The Gift/Settlement Deed transfers the property to Donee;	N.A.
	Whether the Donee has accepted the gift by signing the Gift/Settlement Deed or by a separated writing or by implication or by actions?	N.A.
	Whether there is any restriction on the Donor in executing the gift/settlement deed in question?	N.A.
	Whether the Donee is in possession of the gifted property?	N.A.
	Whether any life interest is reserved for the Donor or any other person and whether there is a need for any other person to join the creation of mortgage;	N.A.
	Any other aspect affecting the validity of the title passed through the gift/settlement deed.	N.A.
15.	In case of partition/family settlement deeds, whether the original deed is available for deposit. If not the modality/procedure to be followed to create a valid and enforceable mortgage.	N.A.
	Whether mutation has been effected and whether the mortgagor is in possession and enjoyment of his share.	N.A.
	Whether the partition made is valid in law and the mortgagor has acquired a mortgagable title thereon.	N.A.
	In respect of partition by a decree of court, whether such decree has become final and all other conditions/ formalities are completed/ complied with.	N.A.





	Whether any of the documents in question are executed in counterparts or in more than one set? If so, additional precautions to be taken for avoiding multiple mortgages?	N.A.
		Date
16.	Whether the title documents include any testamentary documents /wills?	No.
	In case of wills, whether the will is registered will or unregistered will?	N.A.
	Whether will in the matter needs a mandatory probate and if so whether the same is probated by a competent court?	N.A.
	Whether the property is mutated on the basis of will?	N.A.
	Whether the original will is available?	N.A.
	Whether the original death certificate of the testator is available?	N.A.
	What are the circumstances and/or documents to establish the will in question is the last and final will of the testator?	N.A.
	(Comments on the circumstances such as the availability of a declaration by all the beneficiaries about the genuineness/ validity of the will, all parties have acted upon the will, etc., which are relevant to rely on the will, availability of Mother/Original title deeds are to be explained.)	N.A.
17.	Whether the property is subject to any wakf rights?	No.
	Whether the property belongs to church/ temple or any religious/other institutions having any restriction in creation of charges on such properties?	No.
	Precautions/ permissions, if any in respect of the above cases for creation of mortgage?	No.
18.	Where the property is a HUF/joint family property, mortgage is created for family benefit/legal necessity, whether the Major Coparceners have no objection/join in execution, minor's share if any, rights of female members etc.	No.
	Please also comment on any other aspect which may adversely affect the validity of security in such cases?	N.A.
19.	Whether the property belongs to any trust or is subject to the rights of any trust?	No.
	Whether the trust is a private or public trust and whether trust deed specifically authorizes the mortgage of the property?	N.A.
	If YES, additional precautions/ permissions to be obtained for creation of valid mortgage?	N.A.
	Requirements, if any for creation of mortgage as per the central/state laws applicable to the trust in the matter.	N.A.
20.	If the property is Agricultural land, whether the local laws permit mortgage of Agricultural land and whether there are any restrictions for creation/enforcement of mortgage?	The property in question is A Constructed residential Flat, situated in Aloha Project Rishikesh, village Ghugtyani Tali Tehsil Narendra Nagar Distt. Tehri Garhwal
	In case of agricultural property other relevant records/documents as per local laws, if any are to be verified to ensure the validity of the title and right to enforce the mortgage?	N.A., as above.
	In the case of conversion of Agricultural land for commercial purposes or otherwise, whether requisite procedure followed/ permission obtained?	Yes.
21.	Whether the property is affected by any local laws or other regulations having a bearing on the creation security (viz. Agricultural Laws, weaker Sections, minorities, Land Laws,	No.



	SEZ regulations, Costal Zone Regulations, Environmental Clearance, etc.)?	
22.	Whether the property is subject to any pending or proposed land acquisition proceedings?	No. Date
	Whether any search/enquiry is made with the Land Acquisition Office and the outcome of such search/enquiry?	N.A.
23.	Whether the property is involved in or subject matter of any litigation which is pending or concluded?	No, litigation is pending in any court could be ascertained available records .
	If so, whether such litigation would adversely affect the creation of a valid mortgage or have any implication of its future enforcement?	N.A.
	Whether the title documents have any court seal/ marking which points out any litigation/ attachment/ security to court in respect of the property in question? In such case please comment on such seal/ marking?	N.A.
24.	In case of partnership firm, whether the property belongs to the firm and the deed is properly registered?	No.
	Property belonging to partners, whether thrown on hotchpots? Whether formalities for the same have been completed as per applicable laws?	N.A.
	Whether the person(s) creating mortgage has/have authority to create mortgage for and on behalf of the firm?	N.A.
25.	a) Whether the property belongs to a Limited Company, check the Borrowing powers, Board resolution, authorisation to create mortgage/ execution of documents, Registration of any prior charges with the Company Registrar (ROC), Articles of Association /provision for common seal etc.	Yes.
	b) i) Whether the property (to be mortgaged) is purchased by the above Company from any other Company or Limited Liability Partnership (LLP) firm ? Yes / No.	Yes.
	ii) If yes, whether the search of charges of the property (to be mortgaged) has been carried out with Registrar of Companies (ROC) in respect of such vendor company / LLP (seller) and the vendee company (purchaser) ?	No.
	iii) Whether the above search of charges reveals any prior charges/encumbrances, on the property (proposed to be mortgaged) created by the vendor company (seller) ? Yes / No.	N.A.
	iv) If the search reveals encumbrances / charges, whether such charges/ encumbrances have been satisfied? Yes/No	N.A.
26.	In case of Societies, Association, the required authority/power to borrower and whether the mortgage can be created, and the requisite resolutions, bye-laws.	No.
27.	• Whether any POA is involved in the chain of title?	No.
	• Whether the POA involved is one coupled with interest, i.e. a Development Agreement-cum-Power of Attorney. If so, please clarify whether the same is a registered document and hence it has created an interest in favour of the builder/developer and as such is irrevocable as per law.	No.
	• In case the title document is executed by the POA holder, please clarify whether the POA involved is (i) one executed by the Builders viz Companies/ Firms/ Individual or Proprietary Concerns in favour of their	No.







	units/flats tally in all documents such as approved plan, agreement plan, etc.	
30.	Encumbrances, Attachments, and/or claims whether of Government, Central or State or other Local authorities or Third Party claims, Liens etc. and details thereof.	I have inspected the available record Index 2 nd in the office of Sub-registrar Devprayag Distt. Tehri Garhwal for a period since 01.01.2000 to 2019 Up To date and found this property is clear, marketable and free from any recorded encumbrance, <u>except the earlier charge by way of Equitable Mortgage in favor of State Bank of India</u>
31.	The period covered under the Encumbrances Certificate and the name of the person in whose favour the encumbrance is created and if so, satisfaction of charge, if any.	As above.
32.	Details regarding property tax or land revenue or other statutory dues paid/payable as on date and if not paid, what remedy?	N.A.
33.	a) Urban land ceiling clearance, whether required and if so, details thereon. b) Whether No Objection Certificate under the Income Tax Act is required/ obtained?	N.A. N.A.
34.	Details of RTC extracts/mutation extracts/ Khata extract pertaining to the property in question.	As detailed in TIR already submitted to State Bank of India at the time of creation of Equitable Mortgage
35.	Whether the name of mortgagor is reflected as owner in the revenue/Municipal/Village records?	As above.
36.	• Whether the property offered as security is clearly demarcated? • Whether the demarcation/ partition of the property is legally valid? c) Whether the property has clear access as per documents? (The property should be legally accessible through normal carriers to transport goods to factories / houses, as the case may be).	Yes. Yes. Yes.
37.	Whether the property can be identified from the following documents, and discrepancy/doubtful circumstances, if any revealed on such scrutiny? • Document in relation to electricity connection; • Document in relation to water connection; • Document in relation to Sales Tax Registration, if any applicable; • Other utility bills, if any.	Yes. Yes. Yes. Yes.
38.	In respect of the boundaries of the property, whether there is a difference/discrepancy in any of the title documents or any other documents (such as valuation report, utility bills, etc.) or the actual current boundary? If so please elaborate/ comment on the same.	No.
39.	If the valuation report and/or approved/ sanctioned plans are made available, please comment on the same including the comments on the description and boundaries of the property on the said document and that in the title deeds. (If the valuation report and/or approved plan are not available at the time of preparation of TIR, please provide these comments subsequently, on making the same available to the advocate.)	Valuation report or approved/ sanctioned plans are already submitted to Bank
40.	Any bar/restriction for creation of mortgage under any local or special enactments, details of proper registration of documents, payment of proper stamp duty etc.	No.
41.	Whether the Bank will be able to enforce SARFAESI Act, if required against the property offered as security?	Yes.





	Property is SARFAESI compliant (Y/N)	YES. E-mail-advocate.thakral1st@gmail.com
42.	In case of absence of original title deeds, details of legal and other requirements for creation of a proper, valid and enforceable mortgage by deposit of certified extracts duly certified etc., as also any precaution to be taken by the Bank in this regard.	N.A., original title deed is already deposited in favour of bank. Date
43.	Whether the governing law/constitutional documents of the mortgagor (other than natural persons) permits creation of mortgage and additional precautions, if any to be taken in such cases.	N.A.
44.	Additional aspects relevant for investigation of title as per local laws.	N.A.
45.	Additional suggestions, if any to safeguard the interest of Bank/ ensuring the perfection of security.	Spot inspection & Identity of persons executing documents in favor of Bank is recommended to be verified.
46.	The specific persons who are required to create mortgage/to deposit documents creating mortgage.	Authorized Signatory of M/s Prasad Heritage Projects Pvt. Ltd. registered office, head office 06, Shahna jaf Road, Lucknow
47.	Whether the Real Estate Project comes under Real Estate (Regulation and Development) Act, 2016? Y/N.	No.
	Whether the project is registered with the Real Estate Regulatory Authority? If so, the details of such registration are to be furnished,	N.A.
	Whether the registered agreement for sale as prescribed in the above Act/Rules there under is executed?	N.A.
	Whether the details of the apartment/ plot in question are verified with the list of number and types of apartments or plots booked as uploaded by the promoter in the website of Real Estate Regulatory Authority?	N.A.

Date:- 14.11.2019

Place:-Haridwar

Signature of the Advocate





Certificate of Title on the Basis of Certified copies of the Title Deeds

I have examined the Copies of Title Deeds deposited relating to the schedule property offered as security by way of "Equitable Mortgage" and that the certified copies of documents of title referred to in the Opinion are valid as secondary evidence of Right, title and Interest and that the said Equitable Mortgage is can be created on production of original title deeds will satisfy the requirements of creation of Equitable Mortgage and I further certify that

2. I have examined the Certified copies of Documents in detail, taking into account all the Guidelines in the check list vide Annexure-B and the other relevant factors and undertake to re-examine the original title deeds as and when produced and

3. I confirm having made a search in the Land/ Revenue records. I also confirm having verified and checked the records of the relevant Sub-Registrar Office. I do not find anything adverse which would prevent the Title Holders from creating a valid Mortgage on production of the original title deeds. I am liable /responsible, if any loss is caused to the Bank due to negligence on my part or by my agent in making search.

4. Following scrutiny of Land Records/ Revenue Records and relative Certified copies of Title Deeds, certified copies of such title deeds obtained from the concerned registrar office and encumbrance certificate (EC) I hereby certify the genuineness on the basis of the certified copies of the Title Deeds. Suspicious/ Doubt, if any, has been clarified by making necessary enquiries.

5. There are no prior Mortgage/ Charges/ encumbrances whatsoever, as could be seen from the Encumbrance Certificate for the period from 01.01.2000 to 2019 up to date pertaining to the Immovable Property covered by above said Certified copies Title Deeds. The property is free from all Encumbrances, except the earlier charge by way of Equitable Mortgage in favor State Bank of India.

6. In case of second/subsequent charge in favour of the Bank, there are no other mortgages/charges other than already stated in the Loan documents and agreed to by the Mortgagor and the Bank (Delete, whichever is inapplicable).

7. The Mortgage can be created, will be available to the Bank for the liability of the present borrower M/s Prasad Heritage Projects Pvt. Ltd. registered office, head office 06, Shahna Jaf Road, Lucknow through its Authorized Signatory Shri Sanjay Shrivastava S/o Late Shri A.S. Shrivastava R/o Haveli Hari Ganga, 21, Pilibhit, House, Ramghat, Haridwar Tehsil & Distt. Haridwar.

8. I certify that M/s Prasad Heritage Projects Pvt. Ltd. registered office, head office 06, Shahna Jaf Road, Lucknow through its Authorized Signatory Shri Sanjay Shrivastava S/o Late Shri A.S. Shrivastava R/o Haveli Hari Ganga, 21, Pilibhit, House, Ramghat, Haridwar Tehsil & Distt. Haridwar, has got a clear and marketable title over the Schedule property, except the earlier charge by way of Equitable Mortgage in favor State Bank of India.

I further certify that the above certified copies of title deeds appear to be genuine and a valid mortgage is already created on the basis of the original title deeds and the said Mortgage would be enforceable.

9. In case of creation of Mortgage by Deposit of title deeds, we certify that the deposit of original title deeds/ documents the certified copies of which have been examined would create a valid and enforceable mortgage:-

1. Certified copy of khatauni belonging to khasra no. 745 & others, village Ghugtyani Talli Tehsil & Narendra Narendra Nagar Distt. Tehri Garhwal.
2. Certified copy of registered sale deed dated 06.01.1995 registered in document no. 06 in the office of Tehri.
3. Certified copy of registered sale deed dated 06.01.1995 registered in document no. 07 in the office of Tehri.
4. Certified copy of registered sale deed dated 06.01.1995 registered in document no. 08 in the office of Tehri.
5. Certified copy of registered sale deed dated 06.01.1995 registered in document no. 09 in the office of Tehri.
6. Certified copy of registered sale deed dated 06.01.1995 registered in document no. 12 in the office of Tehri.
7. Certified copy of registered sale deed dated 06.01.1995 registered in document no. 13 in the office of Tehri.
8. Certified copy of registered sale deed dated 06.01.1995 registered in document no. 17 in the office of Tehri.
9. Certified copy of registered deed of conveyance deed dated 15.06.2003 registered in bahi no. 01 zild 166 pages 321-332 serial no. 276 in the office of Sub registrar Devprayag, executed by M/s Sterling Holiday Resort (I) Pvt. Ltd. A Public Limited Company having this registered office 154, Eldams Road, Teynampet, Chennai-600018 through legally GPA holder Shri Vinod Tiwari S/o Late Shri B.R. Tiwari R/o C-36, Sector-39, Noida in favour of M/s Jagatbir Papers India (P) Ltd. having registered office at 110 forth story flats, 1st floor Vishal Market, Tegore Garden, New Delhi through its Director Shri Y.R. Gupta S/o Shri N.R. Gupta & Shri Satish Kalra S/o Late Shri N.D. Kanlra & M/s PARAMEX Electronic Pvt. Ltd. having its registered office F-217/D, Sainik Farm, New Delhi-110062 through its Managing Director Shri Alam Singh Bisht S/o Shri J.S. Bisht & Shri Dharendra Singh Bisht S/o Shri Alam Singh Bisht.

10. Certified copy of registered deed of conveyance deed dated 15.06.2003 registered in bahi no. 01 zild 166 pages 333-344 serial no. 277 in the office of Sub registrar Devprayag, executed by M/s Sterling Holiday Resort (I) Pvt. Ltd. A Public Limited Company having this registered office 154, Eldams Road, Teynampet, Chennai-600018 through legally GPA holder Shri Vinod Tiwari S/o Late Shri B.R. Tiwari R/o C-36, Sector-39, Noida in favour of M/s Jagatbir Papers India (P) Ltd. having registered office at 110 forth story flats, 1st floor Vishal Market, Tegore Garden, New Delhi through its Director Shri Y.R. Gupta S/o Shri N.R. Gupta & Shri Satish Kalra S/o Late Shri N.D. Kanlra & M/s PARAMEX Electronic Pvt. Ltd. having its registered office F-217/D, Sainik Farm, New Delhi-110062 through its Managing Director Shri Alam Singh Bisht S/o Shri J.S. Bisht & Shri Dharendra Singh Bisht S/o Shri Alam Singh Bisht.



through legally GPA holder Shri Vinod Tiwari S/o Late Shri B.R. Tiwari R/o C-36, Sector-39, Noida in favour of M/s Jagatbir Papers India (P) Ltd. having registered office at 110 forth story flats, 1st floor Vishal Market, Tegore Garden, New Delhi through its Director Shri Y.R. Gupta S/o Shri N.R. Gupta & Shri Satish Kalra S/o Late Shri N.D. Kanra & M/s PARAMEX Electronic Pvt. Ltd. having its registered office F-217/D, Sainik Farm, New Delhi-110062 through its Managing Director Shri Alam Singh Bisht S/o Shri J.S. Bisht & Shri Dharendra Singh Bisht S/o Shri Alam Singh Bisht.

11. Certified copy of registered sale deed dated 17.01.2006 registered in bahi no. 01 zild 200 pages 85-210 serial no. 36 in the office of Sub registrar Devprayag, executed by M/s PARAMEX Electronic Pvt. Ltd. having its registered office F-217/D, Sainik Farm, New Delhi-110062 through its Managing Director Shri Alam Singh Bisht S/o Shri J.S. Bisht & Shri Dharendra Singh Bisht S/o Shri Alam Singh Bisht in favour of M/s Aerens Kolmet Infrastructure Pvt. Ltd. having registered office 707, Chiranjiv Towers, 43 Nehru Place, New Delhi through its authorized signatory Shri Mohindra Singh Sapra S/o Shri Gurbachan Singh Sapra R/o D-209, Ramprastha colony Ghaziabad.

12. Certified copy of registered sale deed dated 17.01.2006 registered in bahi no. 01 zild 200 pages 25-84 serial no. 35 in the office of Sub registrar Devprayag, executed by M/s PARAMEX Electronic Pvt. Ltd. having its registered office F-217/D, Sainik Farm, New Delhi-110062 through its Managing Director Shri Alam Singh Bisht S/o Shri J.S. Bisht & Shri Dharendra Singh Bisht S/o Shri Alam Singh Bisht in favour of M/s Jagatbir Papers India (P) Ltd. having registered office at 707, 7th floor, Chiranjiv Towers, 43 Nehru Place, New Delhi through its Director Shri Brij Agarwal S/o Late Shri P.D. Agarwal R/o F-89, Green park New Delhi.

13. Original registered sale deed dated 26.09.2015 registered as document no. 891 in the office of Sub registrar Devprayag, executed by M/s AEZ Infratech Pvt. Ltd. known as Aerens Kolmet Infrastructure Pvt. Ltd. having registered office 301, Bakshi House, 40-41 Nehru Place, New Delhi & M/s Jagatbir Papers India (P) Ltd. having registered office at 301, Bakshi House, 40-41 Nehru Place, New Delhi through authorized signatory Surindra Kathuriya S/o Shri Krishan La Kathuriya R/o 91, Pocket-3, Sector-23, Rohini Delhi-85 in favour of present owner M/s Prasad Heritage Projects Pvt. Ltd. registered office, head office 06, Shahna Jaf Road, Lucknow through its Authorized Signatory Shri Sanjay Shrivastava S/o Late Shri A.S. Shrivastava R/o Haveli Hari Ganga, 21, Pilibhit, House, Ramghat, Haridwar Tehsil & Distt. Haridwar.

14. Copy of Approved / Sanctioned Map.

15. Copy of Board Resolution of M/s Prasad Heritage Projects Pvt. Ltd.

16. Stamp duty @ 0.5% on loan amount with a maximum of Rs. 10,000/- only.

17. There are no legal impediments for creation of the Mortgage under any applicable Law/ Rules in force.

18. It is certified that the property is SARFAESI compliant.

SCHEDULE OF THE PROPERTY (IES)

A Constructed residential Flat, bearing flat no. B-223, (Apartment Type-I Bed) Block B-I, having total area 728 square feet approx 67 square meter, belonging to khasra no. 737, 747, 749 to 754, 758 to 761, situated in Aloha Project Rishikesh, village Ghugtyani Talli Tehsil Narendra Nagar Distt. Tehri Garhwal.

Place : Haridwar

Date : 14.11.2019

Signature of the Advocate



891-1-2015

SALE DEED

MAIN AREA	:	VILLAGE AREA
DISTANCE FROM ROAD	:	MORE THAN 100 METER AWAY FROM RISHIKESH BADRINATH MAIN ROAD AT GHUGHTYUNITALLI PATTI -DHAMANDSUIN TEHSIL NARENDER NAGAR DISTTIC TEHRI GARHWAL
AREA	:	67.63 Sqm.
COVERED AREA	:	67.63 Sqm.
SALE CONSIDERATION	:	RS. 20,00,000/-
MARKET RATE	:	RS. 13,57,000/-
TYPE OF PROPERTY	:	RESIDENTIAL
TOTAL STAMP FEE	:	RS. 1,00,000/-

AEZ Infratech Pvt. Ltd. (PAN-AACCK2036M), duly incorporated under the Companies Act, 1956, (previously known as M/s Aerens Kolmet Pvt. Ltd.), having its registered office at B-8, Basement Floor, Ansal Tower 38, Nehru Place, New Delhi-110019 and **Jagatbir Papers India Pvt. Ltd. (PAN-AAACJ0125G)** duly incorporated under the Companies Act, 1956, having its registered office at, Regd. Office B-8, Basement Floor, Ansal Tower 38, Nehru Place, New Delhi-110019, And **BOULDER BUILDERS PVT.LTD (PAN- AAECB5738P)** duly incorporated under the Companies Act, 1956, its registered office at, Regd. Office 39, Ground Floor, Hemkunt Colony Greater Kailash Part I New Delhi through their authorized signatory, **Mr. Vinod Painuly S/o Mr. Vasudev Painuly R/o Pairuly Bhawan Near Police Chowki Village & P.O. Dhalwala Shantinagar, Distt. Tehri Garhwal** duly authorized vide Resolution passed in the meeting of the Board of Directors held on 02-09-2015 And 02-09-2015 And 02-09-2015 hereinafter called 'THE SELLERS' (which expression unless repugnant to the context and meaning shall mean and include its successors, legal representatives, administrators, executors, nominees and assigns), of the ONE PART.

IN FAVOUR OF

M/s. PRASAD HERITAGE PROJECTS Pvt. Ltd. (PAN-AACCP2288E), duly incorporated under the Companies Act, 1956, having its registered Head Office at 6 Shahnajaf Road Lucknow, through their authorized signatory **Mr. Sanjay Srivastava S/o Late Shri A.S. Srivastava R/o Haveli Hari Ganga 21, Pilibhit House, Ram ghat, Haridwar Distt. Haridwar** duly authorized vide Resolution passed in the meeting of the Board of Directors held on 10-09-2015 hereinafter called 'THE BUYER' (which expression unless repugnant to the context shall mean and include her legal heirs, successors, legal representatives, administrators, executors, nominees and assigns) of the SECOND PART.

DETAILS OF PROPERTY

One Residential Flat No. B 6 - 303 (Apartment Type Studio), Block B-6 area 728 sq.ft. or 67.63 sq.m. situated at Project Aloha Rishikesh, Mauja Gugtyani Talli, Tehsil & Pargana Narendra Nagar, Distt. Tehri Garhwal, which is part of land Khata No.10, Khasra No.737 to 747, 749 to 754, 758 to 761, total Khasra No.21, total area 1.6730 Hect.

ID of Sellar : Mr. Vinod Painuly (Voter ID- CNQ1216571)

ID of Purchaser : Mr. Sanjay Srivastava (Voter ID - JGB0438903)

ID of Witness : *Rejeen Singh (Asha - 2069 3114 3585)*

ID of Witness : *Rejeen Singh*

For: Boulder Realcon Private Limited

Authorized Signatory

For Jagatbir Papers India Pvt. Ltd.

Authorised Signatory

Prasad Heritage Projects Pvt Ltd

Authorised Signatory

For AEZ INFRA TECH PVT. LTD.

AUTHORISED SIGNATORY

15000रु.

भारतीय गैर न्यायिक

15000रु.

INDIA NON JUDICIAL

पन्द्रह
हजार रुपयेRUPEES
FIFTEEN THOUSAND

Rs.1



RAJEEV SINGH
Advocate
New Tehri, Tehri Garhwal
Reg.No. U.A.-295/2006

भारत IND



RAJEEV SINGH
Advocate
New Tehri, Tehri Garhwal
Reg.No. U.A.-295/2006

Rs.15000

03BB 106744

SALE-DEED

This sale deed is executed at Devprayag, on this 26 day of September 2015
BY

SALE-DEED

AEZ Infratech Pvt. Ltd. (PAN-AACCK2036M), duly incorporated under the Companies Act, 1956, (previously known as M/s Aerens Kolmet Pvt. Ltd.), having its registered office at B-8, Basement Floor, Ansal Tower 38, Nehru Place, New Delhi-110019 and **Jagatbir Papers India Pvt. Ltd.** (PAN-AAACJ0125G) duly incorporated under the Companies Act, 1956, having its registered office at, Regd. Office B-8, Basement Floor, Ansal Tower 38, Nehru Place, New Delhi-110019, And **BOULDER BUILDERS PVT.LTD** (PAN- AAECB5738P) duly incorporated under the Companies Act, 1956, its registered office at, Regd. Office 39, Ground Floor, Hemkunt Colony Greater Kailash Part I New delhi through their authorized signatory, **Mr. Vinod Painuly S/o Mr. Vasudev Painuly R/o Painuly Bhawan Near Police Chowki Village & P.O. Dhalwala Shantinagar, Distt. Tehri Garhwal** duly authorized vide Resolution passed in the meeting of the Board of Directors held on 02-09-2015 And 02-09-2015 And 02-09-2015 hereinafter called 'THE SELLERS' (which expression unless repugnant to the context and meaning shall mean and include its successors, legal representatives, administrators, executors, nominees and assigns), of the ONE PART.

IN FAVOUR OF

M/s. PRASAD HERITAGE PROJECTS Pvt. Ltd. (PAN-AACCP2288E), duly incorporated under the Companies Act, 1956, having its registered Head Office at 6 Shahnajaf Road Lucknow, through their authorized signatory **Mr. Sanjay Srivastava S/o Late Shri A.S. Srivastava R/o Haveli Hari Ganga 21, Pilibhit House, Ram ghat, Haridwar Distt. Haridwar** duly authorized vide Resolution passed in the meeting of the Board of Directors held on 10-09-2015 hereinafter called 'THE BUYER' (which expression unless repugnant to the context shall mean and include her legal heirs, successors, legal representatives, administrators, executors, nominees and assigns) of the SECOND PART.

Prasad Heritage Projects Pvt Ltd

Sanjay Srivastava
Authorized Signatory

For Jagatbir Papers India Pvt. Ltd.

[Signature]
Authorized Signatory

For: Boulder Realcon Private Limited

[Signature]
Authorized Signatory

For AEZ INFRATECH PVT. LTD.

[Signature]
AUTHORISED SIGNATORY

भारतीय गैर न्यायिक INDIA NON JUDICIAL

दस हजार रुपये

रु.
10000



Rs.
10000

TEN THOUSAND RUPEES

INDIA

उत्तराखण्ड UTTARAKHAND

A 353253

2

NOW THIS INDENTURE WITNESSETH as under:-

Whereas the Sellers are the absolute owner and in possession of the property, fully described at the end of this sale-deed (hereinafter referred to as the 'said property') and the said property is free from all kinds of encumbrances, mortgages, charges, liens and litigation and the sellers are holding transferable rights.

Whereas the Sellers have purchased the land of the said property through different sale-deeds.

AEZ Infratech Pvt. Ltd. (previously known as M/s Aerens Kolmet Pvt. Ltd.) had purchased the land from M/s Paramax Electronics Pvt. Ltd. through sale-deed, which is regd. at Bk.No.1, zild 200, pg. 85-210 at No.36 on 17.01.2006 with S.R. Devprayag, Distt. Tehri Garhwal.

Jagatbir Papers India Pvt. Ltd. had purchased the land from M/s Paramax Electronics Pvt. Ltd. through sale-deed, which is regd. at Bk.No.1, zild 200, pg. 25-84 at No.35 on 17.01.2006 with S.R. Devprayag, Distt. Tehri Garhwal.

Prasad Heritage Projects Pvt Ltd

[Signature]
Authorized Signatory

For Jagatbir Papers India Pvt. Ltd.

[Signature]
Authorized Signatory

For: Boulder Realcon Private Limited

[Signature]
Authorized Signatory

For AEZ INFRATECH PVT. LTD.

[Signature]
AUTHORISED SIGNATORY

भारतीय गैर न्यायिक INDIA NON JUDICIAL

दस हजार रुपये

रु.
10000



Rs.
10000

TEN THOUSAND RUPEES

INDIA

उत्तराखण्ड UTTARAKHAND

A 353254

3
That since the date of purchase, the sellers are in peaceful possession of the property and their names are mutated in revenue records. After purchasing the land both the companies (Sellers) have raised construction of flats thereon out of which one flat is being sold to the Buyers through this sale-deed.

That the sellers have already declared the land of the said flats non-agriculture u/s 143 UPZA & LR Act by Asstt. Collector 1st Class, Narendra Nagar, Distt. Tehri Garhwal through case No.15/2005 on dt. 21.11.2005, which is duly mutated in revenue record of Tehsil Narendra Nagar. That the said flats are free from all kinds of encumbrances, mortgages, charges, liens, litigation, claims, objections, security and the seller companies are holding selling and transferable rights of the said flats.

Whereas the sellers sold out the said Flat for a sale consideration of Rs. 20,00,000/- to the Buyers and have received all the sale consideration from the Buyer BY Cheque No. 001850 amount Rs. 10,00,000/- Dated 22-08-2015, RTGS barbr 52015090400853990 amount Rs. 10,00,000/- and now no amount is due from the buyer.

That the Buyers have themselves inspected the flat and are fully satisfied with the construction of the flat as per law.

Prasad Heritage Projects Pvt Ltd

Santosh Santosh
Authorised Signatory

For Jagatbir Papers India Pvt. Ltd.

[Signature]
Authorised Signatory

For: Boulder Realcon Private Limited

[Signature]
Authorized Signatory

For AEZ INFRATECH PVT. LTD.

[Signature]
AUTHORISED SIGNATORY

भारतीय गैर न्यायिक INDIA NON JUDICIAL

दस हजार रुपये

रु.
10000



Rs.
10000

TEN THOUSAND RUPEES

उत्तराखण्ड UTTARAKHAND

A 353255

4
Whereas the Sellers have sold out the flat with undivided proportionate and impartible interest or share in the land underneath the said flat along with share or interest in the staircase, landings, passages and all other common spaces in and around the said buildings and all amenities, liberties and facilities therein and the right of use of common passage and open space as well as right of use of overhead tank, lights, motor pump gangways, liberties benefits, privileges easements, etc. and upon whatsoever the said residential apartment and all that estate right, title and interest to claim and demand whatsoever of the Sellers into or part thereof together with copies of all deeds and document of title whatsoever in anywise exclusively relating to or any part thereof which now or hereafter shall or may be in the possession, power and control of the Sellers together with the benefits of all covenants relating to any deed or title whatsoever in any way relating to the said land or any part thereof to have and to hold own and possess, their heirs, executors, administrators, assigns, representatives and that notwithstanding any act, deed or things hereto before done executed or knowingly suffered to the contrary Seller and Seller is now lawfully seized and possessed all such further acts and deeds and things whatsoever as may be reasonably required for further and more perfectly conveying assuring the said apartment and every part thereof unto and to the use of the Buyer.

Prasad Heritage Projects Pvt Ltd

[Signature]
Authorized Signatory

For Jagatbir Papers India Pvt. Ltd.

[Signature]
Authorized Signatory

For: Boulder Realcon Private Limited

[Signature]
Authorized Signatory

For AEZ INFRA TECH PVT. LTD.

[Signature]
AUTHORISED SIGNATORY



उत्तराखण्ड UTTARAKHAND

A 353273

A 353273

5

The other terms and conditions are as under:-

1. That the land on which the said flat is constructed will be known as "Aloha Rishikesh" and nobody except sellers will have right to change the name of the flat.
2. That the Buyers shall not make any harm to other flats neither Buyers shall interfere in peaceful possession of other flat owners.
3. That the Buyers have agreed to become a member of the society formed by the sellers for the purpose of maintenance, management and repairing of the external portion of the building premises including roof, rain water and soil pipes and water pipes and electric wiring, water tank and all other common spaces and also agreed to bear the proportionate costs and expenses of the same to be decided by the society time to time.
4. That the Buyers will use the flat as per law and abide by the rules and regulations of revenue department and development authority and will never make any obstruction on the common passages and will not intervene or try to close the passages and neither will cover verandah and balcony of the flat.
5. That the Buyers without the permission of Aloha Rishikesh holders and seller companies will not stick any bills on the flats or its premises.
6. That the Buyer shall not use the said flat in such manner as may or like to cause annoyance or nuisance in the building nor shall be use the same for any illegal, immoral and or for any purposes against the public policy.

Prasad Heritage Projects Pvt Ltd

Sandeep Saini
Authorized Signatory

For Jagatbir Papers India Pvt. Ltd.

[Signature]
Authorized Signatory

For: Boulder Realcon Private Limited

[Signature]
Authorized Signatory

For AEZ INFRATECH PVT. LTD.

[Signature]
AUTHORISED SIGNATORY

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

INDIA

उत्तरांचल UTTARANCHAL

504613

6

7. That if due to natural calamity, the entire flats get damaged or collapsed, then the Buyer shall get proportionate share of land equally divided amongst the flat owners.
8. That the Buyer shall not store any inflammable or intoxicated material in the flat, which may cause harm to the other flat owners.
9. That the Buyer shall keep proper maintenance of flat premises, walls, doors, sewer line and fittings and fixtures and will keep them in good condition, so that other flat owners may not have any inconvenience.
10. That the Buyer shall not make any alteration in the flat and will not do such work, which cause harm to the roof and common walls of the flat.
11. That buyer shall abide by all the rules and regulations framed by the seller companies or flat owners time to time.
12. That the Buyer shall have full rights on his purchased flat only and will not claim for any other flat/land.

Prasad Heritage Projects Pvt Ltd

Sandeep Saini
Authorized Signatory

For Jagatbir Papers India Pvt. Ltd.

[Signature]
Authorized Signatory

For: Boulder Realcon Private Limited
[Signature]
Authorized Signatory

For AEZ INFRA TECH PVT. LTD.

[Signature]
AUTHORISED SIGNATORY

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

INDIA

504624

उत्तरांचल UTTARANCHAL

7

13. That all the common space or passages will be the property of seller companies.
14. That the flat is residential and being Buyer for residential purpose and no commercial activities will be accepted on the flats.
15. That all flat owners and sellers will use common passage without any hindrance. Nobody has any right to make any construction or to do any obstruction on this passage.
16. The proprietary and other rights, title and interest in respect of all the common areas, and the facilities and the residuary rights in the Proposed Residential Complex, shall continue to vest in the Company (Sellers), and the rights of the Buyer in respect of the said common areas shall be limited to the provisions contained herein, and shall, in no manner, be construed to give to the Buyer any other right, or any title or interest therein.

Prasad Heritage Projects Pvt Ltd

Signature
Authorized Signatory

For Jagatbir Papers India Pvt. Ltd.

Signature
Authorized Signatory

For: Boulder Realcon Private Limited

Signature
Authorized Signatory

For AEZ INFRA TECH PVT. LTD.

Signature
AUTHORISED SIGNATORY



उत्तरांचल UTTARANCHAL

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8

17. It is agreed that if the maintenance charges are paid regularly, as per the Maintenance Agreement, the Buyer, or anyone else lawfully claiming under him/her, will have the right to use the common facilities, within the Proposed Residential Complex. In default of such payments, the Buyer shall lose its right to use any of the common services and facilities, including right to receive electrical energy inside the Said Premises, and shall also suffer such other consequences as may be agreed to under the Maintenance Agreement between the Buyer and the Maintenance Company / Agency. Similarly, if the Buyer commits any breach of any of the covenants herein, no right of use of facilities shall be permitted until the breach is rectified. In case of any default committed, subsequently, the Buyer will be dis-entitled from availing the said common facilities thereafter.

18. The Buyer agrees that in case during the course of construction and/or after the completion of the Proposed Residential Complex, further construction in the Proposed Residential Complex becomes possible, the Company shall have the sole right to take up or complete such further construction as belonging to the Company, notwithstanding the designation and allotment of any common areas as limited Common Areas or otherwise. It is agreed that in such a situation the proportionate share of the Buyer in the common areas and facilities and limited common areas and facilities shall stand varied accordingly.

19. The Buyer agrees and undertakes that it shall, after taking possession of the said premises, or at any time before or thereafter, have no right to object to the Company constructing or continuing with the construction of the other building(s) adjoining, putting up additional floors to the building, or otherwise in the site earmarked for the Proposed Residential Complex.

Prasad Heritage Projects Pvt Ltd

Sangeet Saini
Authorised Signatory

For Jagatbir Papers India Pvt. Ltd.

[Signature]
Authorised Signatory

For: Boulder Realcon Private Limited

[Signature]
Authorized Signatory

For AEZ INFRA TECH PVT. LTD.

[Signature]
AUTHORISED SIGNATORY

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

INDIA

504626

उत्तरांचल UTTARANCHAL

9

20. The Buyer has confirmed and assured the Company, prior to entering into this Agreement, that it has read and understood the relevant laws pertaining to ownership of apartments in Uttarakhand and the implications thereof in relation to the various provisions of this Agreement. The Buyer has further confirmed that he shall comply with the said laws, as and when applicable and from time to time. The said premises and the building in which it is located shall be subject to all such applicable laws. The undivided interest of each apartment owner (of the Proposed Residential Complex) in the common areas and facilities as specified by the Company in the declaration which may be filed by the Company in compliance of such laws, shall be conclusive and binding upon the apartment owners, and the Buyer agrees and confirms that its right, title and interest in the said premises shall be limited to and governed by what is specified by the Company in the said declaration, which shall be in consonance with this Agreement.

21. Notwithstanding anything contained in the said agreement, the Buyer has carried out the necessary due diligence in respect of the Said Flat and satisfied himself regarding the title documents and even the suitability for their purpose and the Seller has agreed to transfer the rights in the said Flat to the Buyer on as is where is basis.

Prasad Heritage Projects Pvt Ltd

Sangay Sonatans
Authorized Signatory

For Jagatbir Papers India Pvt. Ltd.

Authorized Signatory

For: Boulder Realcon Private Limited

Authorized Signatory

For AEZ INFRA TECH PVT. LTD.

AUTHORISED SIGNATORY



उत्तरांचल UTTARANCHAL

504627

10

NECESSARY PARTICULARS

- (a) That the sellers and Buyers do not belong to SC/ST community.
- (b) That no agreement has been registered earlier between the parties.
- (c) That the said flat is not situated in Industrial area.
- (d) That no any case is pending in any court against the flat.
- (e) That the said flat is more than 100 meter away from Rishikesh-Badrinath main road.
- (f) That total area of flat is 67.63 sq.m., the value of Flat as per circle rate of Rs.20,064/-per sq.m. comes out to Rs. 13,57,000/- but the buyers have purchased the flat for Rs. 20,00,000/-on which a stamp fee of Rs. 1,00,000/- is being paid.
- (g) That both Sellers and Buyers are Indian and are not the citizen of Pakistan, Nepal, Srilanka, Bangladesh, Bhutan, China etc.

Prasad Heritage Projects Pvt Ltd

Sanyu Kumar
Authorised Signatory

For Jagatbir Papers India Pvt. Ltd.

[Signature]
Authorised Signatory

For: Boulder Realcon Private Limited

[Signature]
Authorized Signatory

For AEZ INFRA TECH PVT. LTD.

[Signature]
AUTHORISED SIGNATORY

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

INDIA

504628

उत्तरांचल UTTARANCHAL

11

DETAILS OF PROPERTY

One Residential Flat No. B 6 - 303 (Apartment Type Studio), Block B-6 area 728 sq.ft. or 67.63 sq.m. situated at Project Aloha Rishikesh, Mauja Gugtyani Talli, Tehsil & Pargana Narendra Nagar, Distt. Tehri Garhwal, which is part of land Khata No.10, Khasra No.737 to 747, 749 to 754, 758 to 761, total Khasra No.21, total area 1.6730 Hect.

Prasad Heritage Projects Pvt Ltd

[Signature]
Authorized Signatory

For Jagatbir Papers India Pvt. Ltd.

[Signature]
Authorized Signatory

For: Boulder Realcon Private Limited

[Signature]
Authorized Signatory

For AEZ INFRA TECH PVT. LTD.

[Signature]
AUTHORISED SIGNATORY

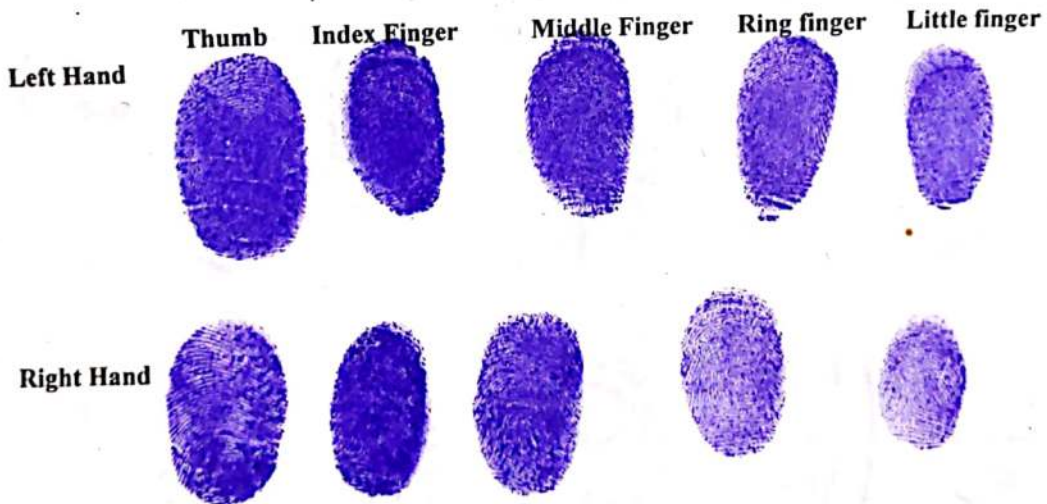


उत्तरांचल UTTARANCHAL

12

Party : Seller Name : Mr. Vinod Painuly

Sign. 




Prasad Heritage Projects Pvt Ltd


Authorized Signatory

For: Boulder Realcon Private Limited


Authorized Signatory

For Jagatbir Papers India Pvt. Ltd.


Authorized Signatory

For AEZ INFRATECH PVT. LTD.


AUTHORISED SIGNATORY

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.5000

पाँच हजार रुपये

Rs.5000

FIVE THOUSAND RUPEES

INDIA

504603

उत्तरांचल UTTARANCHAL

13

Party : Buyer Name : Mr. Sanjay Srivastava

Sign.

Sanjay Srivastava

Thumb Index Finger Middle Finger Ring finger Little finger

Left Hand



Right Hand



Prasad Heritage Projects Pvt Ltd

Sanjay Srivastava
Authorized Signatory

For: Boulder Realcon Private Limited

[Signature]
Authorized Signatory

For Jagatbir Papers India Pvt. Ltd.

[Signature]
Authorized Signatory

For AEZ INFRATECH PVT. LTD.

[Signature]
AUTHORISED SIGNATORY



उत्तरांचल UTTARANCHAL

14

IN WITNESS WHEREOF, the Buyer and the Seller have signed this Sale Deed at Devprayag (Tehri Garhwal) on the date first mentioned above in the presence of the following witnesses;

For Jagatbir Papers India Pvt. Ltd.

For: Boulder Realcon Private Limited

Authorized Signatory

Authorized Signatory

BUYER Prasad Heritage Projects Pvt Ltd
(Mr. Sanjay Srivastava)

Sanjay Srivastava
Authorized Signatory

SELLER For AEZ INFRATECH PVT. LTD.
(Mr. Vinod Painuly)

AUTHORISED SIGNATORY

Witnesses :

1- Rajesh Singh & Rajveer Singh
Mo BBD Colony, Silligun
Dargelling (w.n.)

2- Rajveer Singh
Advocate
New Tehri

RAJEEV SINGH
Advocate
New Tehri, Tehri Garhwal
Reg.No. U.A.-295/2006

हरिद्वार विकास प्राधिकरण, शाखा कार्यालय, त्रयिकोश।

संख्या: 556 नो / त्रयि / 26 / 2006-07

दिनांक 01 अक्टूबर, 10

हरिद्वार विकास प्राधिकरण

बनाम

श्री जगतवीर पेपर इण्डिया प्रा० लि०

आवेश:

अवर अभियन्ता की अनाधिकृत विकास संवर्धी रिपोर्ट दिनांक 19.07.2006 के अनुसार घुघत्यानी तल्ली तपोवन, जिला टिहरी गढ़वाल क्षेत्र मुनि की देती में स्वीकृत मानचित्र संख्या-69 / 2004-05 के स्वीकृति स्थल से भिन्न स्थल गंगा नदी तट से 200 मीटर के अन्तर्गत अलग-2 स्थल पर तीन ब्लाको का निर्माण कार्य किये जाने के कारण विपक्षी श्री जगतवीर इण्डिया प्रा० लि०, घुघत्यानी तल्ली (तपोवन), जिला-टिहरी गढ़वाल के विरुद्ध उत्तराखण्ड (उ०प्र०) नगर योजना एवं विकास अधिनियम 1973 की धारा 27 / 28 के अधीन नोटिस जारी की गयी। नियत तिथि एवं बार-बार सूचित करने के बाद विपक्षी द्वारा नोटिस का उत्तर नहीं दिया गया। विपक्षी द्वारा दिनांक 19.01.2007 में निर्माण को शमन कराने का अनुरोध किया गया। प्रकरण को प्राधिकरण की 43 वीं बोर्ड बैठक दिनांक 21.06.2007 में विचारार्थ प्रस्तुत किया गया। प्राधिकरण बोर्ड द्वारा सम्यक विचारोपरान्त निर्णय लिया गया कि " 200 मीटर क्षेत्र में मानचित्र स्वीकृति के प्रकरण शासन में विचाराधीन है। अतः शासन के निर्णय तक ऐसे प्रकरणों को स्थगित रखा जाये एवं इस सम्बन्ध में केवल शासन के निर्णय के अनुरूप ही कार्यवाही की जाय।" तदोपरान्त शासन द्वारा अपने पत्र संख्या-800 दिनांक 27.05.2007 के द्वारा संस्तुति सहित सुस्पष्ट आख्या मांगी गयी जो कार्यालय पत्र संख्या-792 दिनांक 26.06.2007 के द्वारा शासन को उपलब्ध करायी गयी। शासन द्वारा अपने पत्र संख्या-115 दिनांक 05.05.2009 के द्वारा कतिपय प्रतिबन्धों के साथ निर्माण को शमन करने की स्वीकृति प्रदान की गयी। शासन द्वारा निर्धारित शर्तों का अनुपालन करते हुये विपक्षी द्वारा सीवर ट्रीटमेन्ट प्लान्ट की स्थापना हेतु प्रदूषण नियन्त्रण बोर्ड को अनापत्ति प्रमाण-पत्र जारी करने हेतु आवेदन शुल्क रुपये-7500.00 बोर्ड कार्यालय में जमा कराया जा चुका है तथा उसी कम में विपक्षी द्वारा प्रवेश द्वार के सन्निकट सीवर ट्रीटमेन्ट प्लान्ट स्थापित कर दिया गया है एवं इसके चारों ओर सघन वृक्षारोपण भी किया गया है। सीवर ट्रीटमेन्ट प्लान्ट की समय-2 पर मॉनिटरिंग उत्तराखण्ड प्रदूषण नियन्त्रण बोर्ड से कराने तथा गंगा को किसी भी प्रकार प्रदूषित न करने के सम्बन्ध में शपथ-पत्र दिनांक 18.08.2009 प्रस्तुत किया गया है। विपक्षी द्वारा उत्तराखण्ड पर्यावरण संरक्षण एवं प्रदूषण नियन्त्रण बोर्ड के समक्ष प्रस्तुत प्रार्थना-पत्र दिनांक 19.03.2010 के कम में स्टेट लेवल इन्वायरमेंटल इम्पैक्ट एसेसमेंट अथारिटी (State Level Environment Impact Assessment Authority) द्वारा अपने पत्र संख्या- ई०सी०-120 / 10 / 112



दिनांक 28.09.2010 के द्वारा अवगत कराया है कि प्रश्नगत निर्माण का बिल्टप 20000.00 वर्ग मीटर से कम होने के कारण ई0आई0ए0 नोटिफिकेशन-2006 के अन्तर्गत आच्छादित नहीं है। उक्त के अतिरिक्त गंगा प्रदूषण नियन्त्रण इकाई, उत्तराखण्ड पर्यावरण निगम, हरिद्वार का अनापत्ति प्रमाण-पत्र संख्या- 3208 दिनांक 13.01.2009 भी प्रस्तुत किया गया है। उक्त के परिपेक्ष्य देय शुल्को आदि की गणना कार्यालय द्वारा की गयी, जिसके अनुसार शमन शुल्क रुपये-1221158.00, विकास शुल्क रुपये-274503.00, पर्यवेक्षण शुल्क रुपये- 18300.00 तथा शमन आवेदन शुल्क रुपये-30335.00 सहित कुल रुपये- 15,16,996.00 आरोपित किया गया। आरोपित शुल्कों को आवेदक द्वारा प्राधिकरण कार्यालय की रसीद संख्या- 555 / 44 दिनांक 30.01.2010 कुल रुपये- 15,17000.00 को प्राधिकरण कोष में जमा करा दिया गया है। उत्तराखण्ड शासन द्वारा जारी शासनादेश संख्या- 115 / V-आ-2009-70 (आ0) / 2009 दिनांक 05.05.2009 में प्रश्नगत शमन मानचित्र को कतिपय प्रतिबन्धों (कुल 07 शर्तों) के अधीन स्वीकृति देने जाने की सहमति प्रदान की गयी है। विपक्षी द्वारा उक्त शासनादेश में उल्लिखित प्रतिबन्धों / शर्तों के अनुपालन हेतु शपथ-पत्र दिनांक 01.10.2010 प्रस्तुत किया गया है, जिसमें सभी प्रतिबन्धों / शर्तों का अनुपालन सुनिश्चित करने की सहमति दी गयी है।

उपरोक्त विवेचना के आधार पर शमन मानचित्र में नीले रंग से प्रदर्शित शमनीय निर्माण (जिस पर शमन शुल्क की गणना की गयी है) को सशर्त शमन किया जाता है। यदि विपक्षी द्वारा उल्लिखित शर्तों का किसी भी दशा में उल्लंघन किया जाता है तो शमन आदेश को निरस्त करने हेतु प्राधिकरण स्वतंत्र होगा।


1.10.10
उपाध्यक्ष,

AREA DETAIL

TOTAL AREA OF THE PLOT- 104.0 x 112.0 M
 TOTAL AREA OF THE PLOT- 11648.00 Sqm
 PERMISSIBLE GROUND COVERAGE = 35% OF PLOT AREA
 = 4076.80 Sqm.
 PERMISSIBLE F.A.R. = 150
 = 17472.00 Sqm.

Block Areas

Block A -	16 x 37	- 592 Sqm
	3.93 x 31.3	- 123.01 Sqm
Block B -	16 x 37	- 592 Sqm
	3.93 x 31.3	- 123.32 Sqm
Block C -	16 x 37	- 592 Sqm
	8 x 12.82	- 102.56 Sqm
Block D -	16 x 37	- 592 Sqm
	4.04 x 26.43	- 106.78 Sqm
Block E -	16 x 37	- 592 Sqm
	4.04 x 26.43	- 106.78 Sqm
Block F -	16 x 37	- 592 Sqm

Deductions

Shafts -	18 X 1.75 X 2.40	- 77.33 Sqm
Block A -	8.58 X 2.88	- 24.71 Sqm
	8.25 X 2.88	- 23.76 Sqm
Block B -	10.56 X 2.88	- 30.41 Sqm
	10.07 X 2.88	- 29.00 Sqm
Block D -	5.59 X 2.88	- 16.09 Sqm
	5.86 X 2.88	- 16.88 Sqm
Block E -	6.17 X 2.88	- 17.77 Sqm
	5.49 X 2.88	- 15.81 Sqm
TOTAL		- 251.76 Sqm - (2)

TOTAL AREA - 4123.09 Sqm - (1)

NET ACHIEVED GROUND COVERAGE = (1) - (2)
 = 4123.09 - 251.76
 = 3871.33 Sqm. - (4)

FRONT SET BACK AREA (COM) = 102.11 x 0.43 Sqm.
 NET COV. AREA G.F.
 Area on Ground Floor = 3870.87 Sqm.

Area on First Floor = (4) - (3)
 = 3871.33 - 213.01
 = 3658.32 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Second Floor = 3657.89 Sqm.

FRONT SET BACK (COM) AREA S.F.
 NET COV. AREA S.F.
 Area on Third Floor = 3658.32 Sqm.

FRONT SET BACK (COM) AREA T.F.
 NET COV. AREA T.F.
 Area on Fourth Floor = 3657.89 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Fifth Floor = 3658.32 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Sixth Floor = 3657.89 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Seventh Floor = 3658.32 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Eighth Floor = 3657.89 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Ninth Floor = 3658.32 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Tenth Floor = 3657.89 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Eleventh Floor = 3658.32 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Twelfth Floor = 3657.89 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Thirteenth Floor = 3658.32 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Fourteenth Floor = 3657.89 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Fifteenth Floor = 3658.32 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Sixteenth Floor = 3657.89 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Seventeenth Floor = 3658.32 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Eighteenth Floor = 3657.89 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Nineteenth Floor = 3658.32 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Twentieth Floor = 3657.89 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Twenty-first Floor = 3658.32 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Twenty-second Floor = 3657.89 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Twenty-third Floor = 3658.32 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Twenty-fourth Floor = 3657.89 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Twenty-fifth Floor = 3658.32 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Twenty-sixth Floor = 3657.89 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Twenty-seventh Floor = 3658.32 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Twenty-eighth Floor = 3657.89 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Twenty-ninth Floor = 3658.32 Sqm.

FRONT SET BACK (COM) AREA F.F.
 NET COV. AREA F.F.
 Area on Thirtieth Floor = 3657.89 Sqm.

Deductions

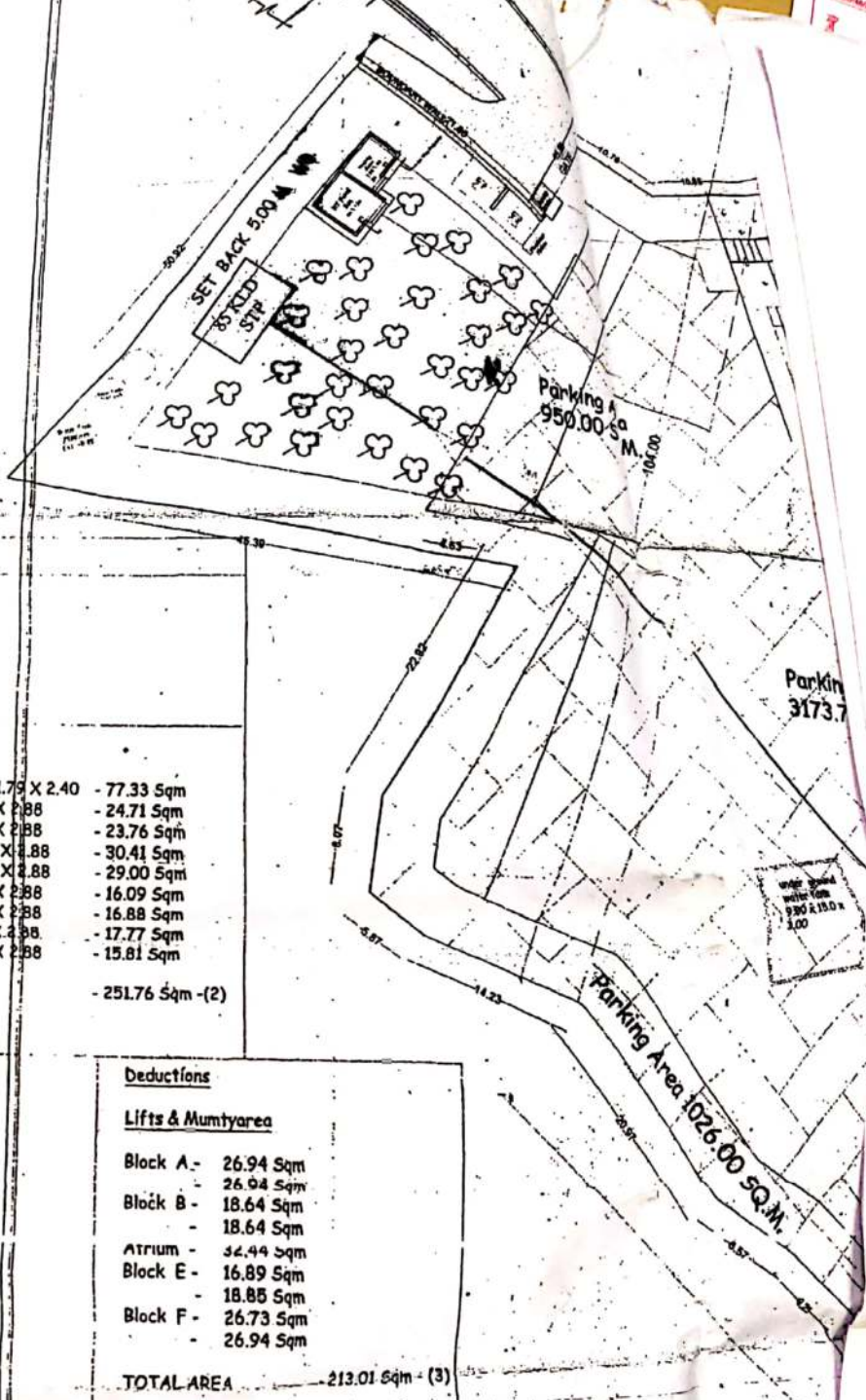
Lifts & Mummy Area

Block A -	26.94 Sqm
	26.94 Sqm
Block B -	18.64 Sqm
	18.64 Sqm
Atrium -	32.44 Sqm
Block E -	16.89 Sqm
	18.85 Sqm
Block F -	26.73 Sqm
	26.94 Sqm

TOTAL AREA - 213.01 Sqm - (3)

PARK AREA

Total no. of units = 162.00
 = 162.00 x 5.00
 = 810 persons
 Therefore area required = 810.00 Sqm.



SCALE

19.07.2006

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19.07.2006

Parking Area
950.00 SQ.M.

Parking Area
3173.78 SQ.M.

under ground
water tank
10.00 x 15.00 m
5.00

Parking Area 1026.00 SQ.M.

Collection Tank With
Pump HOUSE

Green
3077.5qm

Park Area
= 816.00

parking area =
374.00

SCALE: 1:400

162.00
162.00 x 5.00
810 person
810.00 Sqm.

19.07.2006