

INDIA NON JUDICIAL

Government of Uttar Pradesh

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Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-UP00854011713596N

23. Jan 20/15 03 04 RM

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SUBIN-UPUPSHCIL0101022825383507N

Ms Y G REAL ESTATE Through PARTNERS

Article 5 Agreement or Memorandum of an agreement

: ARAZI No.85,87,84/2, MAUZA-HALL, PARGANA-SHIVPUB, WARD-

SARNATH, VARANASI

: 0

(Zero)

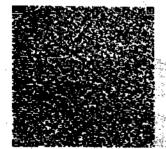
: SHYAM SHOBHA INVESTMENT ADVISORS PVT LTD-

Ms Y G REAL ESTATE Through PARTNERS

Ms Y G REAL ESTATE Through PARTNERS

12.84.200

(Twelve Lakh Eighty Four Thousand Two Hundred only)



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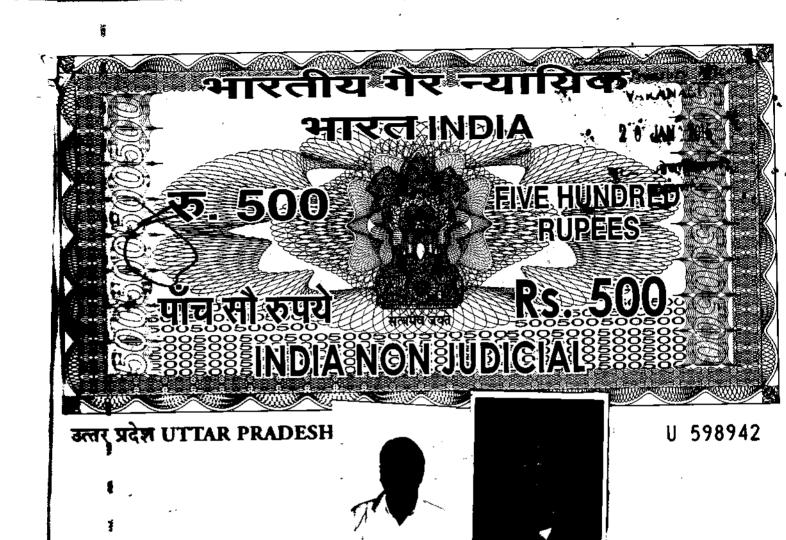






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- 2. The orus of checking the legitimacy is on the users of the certificate.





DEVELOPMENT AGREEMENT

1. NAME AND DETAILS OF LAND OWNER FIRST PARTY

Shyam Shobha Investment Advisors Pvt. Ltd. C 26/34 Shree Dham Apparment Flat No. 203, Ram Katora Sahar Varanasi through Director Shri Shyam Krishna Pandya S/o Late Vijay Shankar Pandya R/o H.No. C 26/34 Shree Dham Apparment Flat No. 203, Ram Katora Distt- Varanasi by Nationality Indian, hereinafter called and/or referred to as the Party of the First Part or Land Owner (which terms of expression shall unless excluded by or repugnant to the context or meaning thereto, mean and include his heirs successors in interest executors, administrators, legal representatives, receivers, attorney holders and assigns thereof).

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2. NAME AND DETAILS OF DEVELOPER

M/S Y, G Real Estate through its Partner Rajesh Yadav S/o Sharda Prasad Yadav, Rati Lal Cupta S/o Ramji Gupta, Pankaj ³ Kumar Gupta S/o Moti Chand Gupta, Awadesh Yadav S/o Ramu Singh Yadav situated at Head office Mauza Hall, Pargana Shivpur, Distt- Varanasi, hereinafter called and/or referred to as the Party of the Second Part or developer (which expression shall unless excluded by or repugnant to the context or meaning thereto, mean and include its administrators, legal representatives, receivers, attorney holders, successors, in office and assigns thereof).

DESCRIPTION OF THE LAND

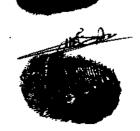
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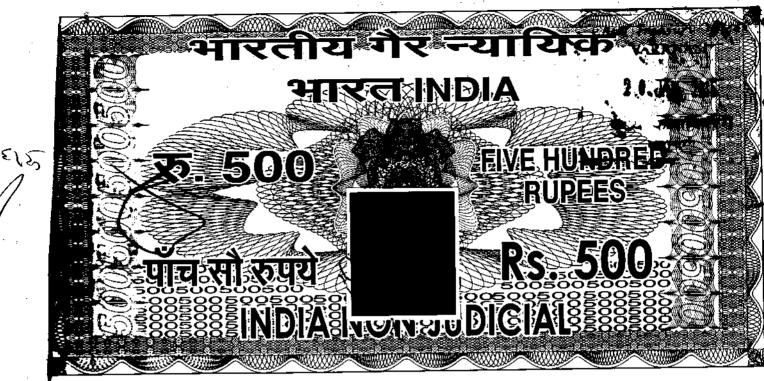
1. All that piece and parcel of Land measuring 1541.75 sqmt. having Arazi No. 85 and 87& H.No. SA 18/111 situated at Arazi No. 84/2 at Mauza Hall, Pargana Shivpur, Ward-Sarnath, Distt-Varanasi

S.No.	Arazi No.	Area Sqmt.
1-	87	353.90 sqmt.
2-	85	353.90 sqmt.

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3- 85 185.87 sqmt.
4- 87&85 274.90 sqmt.
5- 84/2 88.80 sqmt.
6- 85 284.38 sqmt.
Grand Total 1541.75 sqmt.

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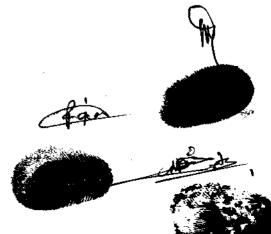
having boundaries as given below, more particularly described in schedule I of this Agreement will hereinafter for brevity sake be referred to in this agreement as "THE PROPERTY"

2. RECITAL

(A) Whereas the Vendor namely First Party is owner of Pieces of Land measuring 1541.75 sq.mt. having Arazi No. 85 and 87& H.No. SA 18/111 situated at Arazi No. 84/2 at Mauza Hall, Pargana Shivpur, Ward-Sarnath, Distt-Varanasi more particularly described in schedule- I of this deed and is enjoying peaceful possession of the same.

(B) IT IS FURTHER DECLARED BY THE VENDOR /OWNER:

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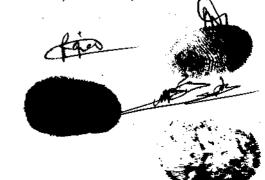
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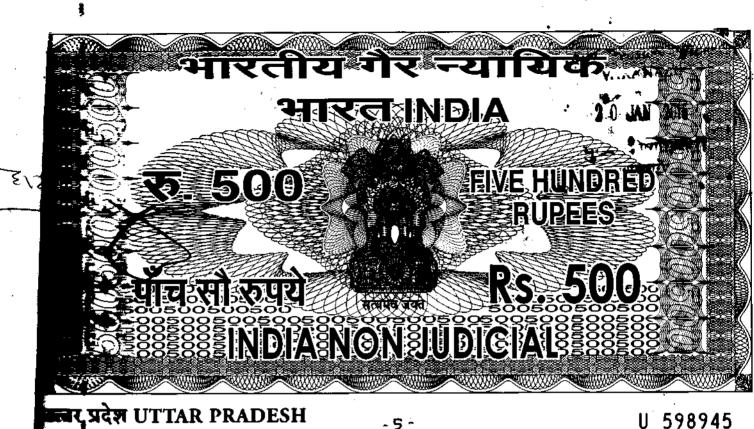
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- (i) That the said property is under his exclusive possession and having Land Possession Certificate with absolute right title and interest and free from all encumbrances to transfer and convey the whole and part of the said property having fully marketable title thereby; properties detailed in schedule-1 is purchased by First Party.
- (ii) That the owner has not created any encumbrances on the said property or any thereof by way of sales, mortgage, exchange, leases trust, assessment rights, gifts, lien, leave and license, permission, rent, possession, charges, inheritance or any other encumbrances whatsoever;
- (iii) That no notice or notification for acquisition or requisition under any act presently in force have been received, served or passed by the Varanasi Development Authority, Income tax Department, or any other Government Authorities for acquisition or requisition of the side property or any part thereof;

(iv) That there has been no attachment and there are no claims, demands, suits, decrees, injunctions, orders, notices,

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petitions or adjudication orders affecting the staid property or any part thereof;

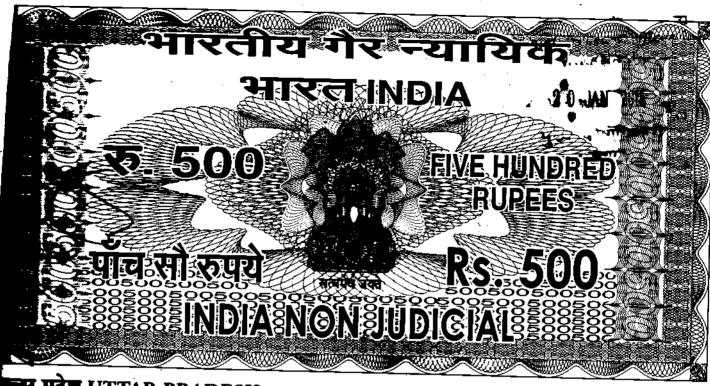
- (v) That apart from the Vendor/Owner none else is entitled to or have any share, rights title or interest over and in respect of the said property or in any part thereof a Partner or partnership or Coparcener in any joint family or in any other manner howsoever.
- (vi) That the Vendor/Owner are not Benamidar or trustee for any one in respect of the said property or any part thereof
- (vii) That the Vendor/Owner have not entered in the past in any agreement for the sale or development of the said property or any thereof not have made any arrangement with any one whatsoever regarding the said property or any part thereof.

(C) Whereas the aforesaid Vendee namely Second party after came to know the wishes of the Vendor/Owner, and finding the Consideration Money appropriate and proper, offered to

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Develop the Property according to terms & condition detailed in this agreement.

(D) Whereas as a result of detailed discussion and hectic negotiations between the representation and declaration made by the Land Owners, as herein recorded as an agreement for development of the said property by the aforesaid developer has been arrived at between the parties hereto upon terms and conditions hereinafter appearing.

IRREVOCABLE AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. THE OWNER above named hereby authorize and engage Second Party and grant to the developer who hereby accepts from the land owners the right to develop and make construction and allot, sell, transfer and convey the said premises to the members/customer of the developers and or undertake the Development of the said premises and to develop, plan, construct on the said premises out of the funds arranged by them, form its own sources and or members/purchasers and to allot/sell the flats and parking

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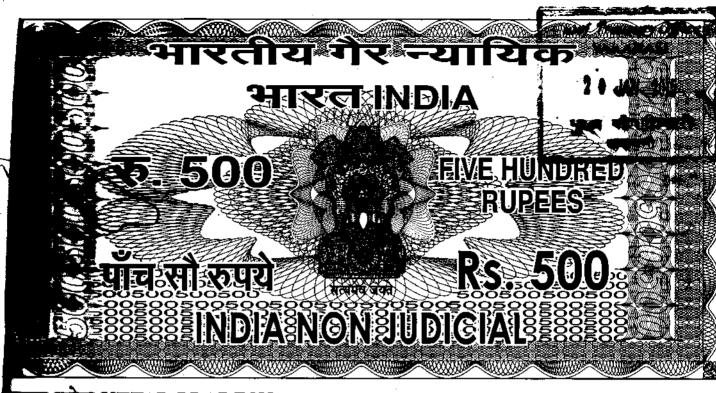


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spaces, tenaments etc. in the multi stories building constructed on the said premises.

- That it is agreed between the land owners and the Developers that the Developer will construct a Multi Stories Residential/ Commercial/Residential-cum-Commercial Complex at its own cost and or by obtaining booking from various customers.
- 3. The developer agreed to give consideration by deliver to the owner 18 percent of the total construction of the said premises in the shape of super built-up area.
- 4. That the developer and the Land Owner have agreed that in the COMPLEX to be developed and constructed by the Developer on the property as per the norms of Varanasi Development Authority will be shared by the Land Owners and Developers in the Ratio, Office residential apartments, Parking spaces etc..

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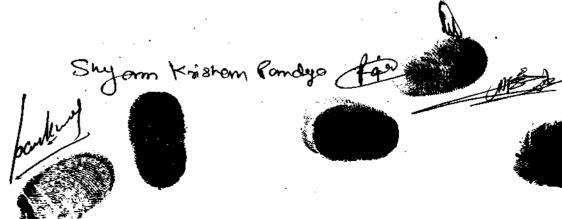


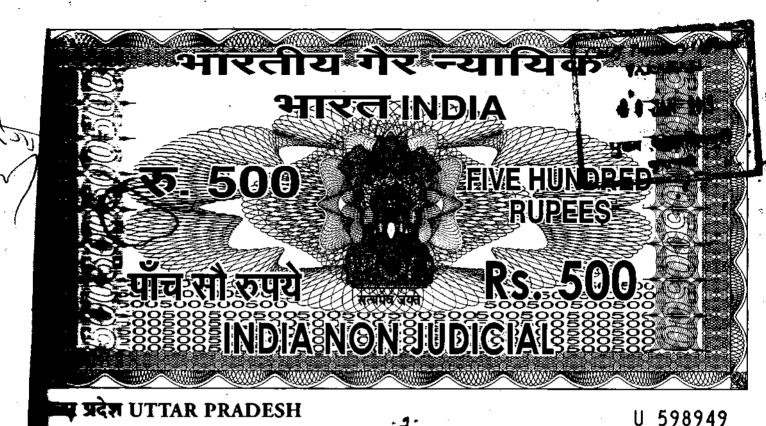
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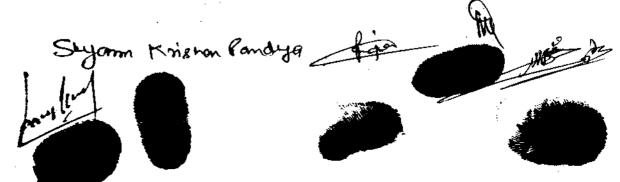
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- 5. That the developer while developing the land and preparing the plan with the consultation of the Architects will ensure the maximum F.A.R.
- 6. That immediately after the execution of this Development Agreement, the Developer shall proceed expeditiously with preparation of plan and drawings for the proposed COMPLEX to be developed on the property.
- 7. That All the Fees/expenses/compensations related to approval of Maps, Drawings, Plans form Varanasi Development Authority shall be solely borne by the Developers and Land owners shall not be responsible for the above in whatsoever manner.
- 8. That the Land Owners hereby grant to the said Developer/Builder the said property mentioned in the above and more fully described in Schedule-I at the foot of this Agreement in the manner hereinafter appearing on the terms, condition and stipulations hereinafter mentioned.





- 9. That owners hereby, give possession of the said land and make entire land available to the Developer which is more fully and clearly described above and in the Schedule below on the date of signing of this Agreement to develop plan, construct, allot, sell and transfer developer's share in the proposed building.
- 10. That the entire land are free from all encumbrances, charges, and there has not been any notifications, for its acquisition either from Govt. or V.D.A. or any other Competent Authority etc. nor there is any prohibitory order or restriction in construction of Multi Storied building on the said land and on the assurance being given by the land owners that there will be no obstacle in getting the Map and Plan sanctioned for Construction of Multi Storied building (Residential/Commercial or of any type in the name of the Land Owners. The owners agree to provide all the relevant/required original documents to prove their title on the premises to the satisfaction of local development authorities and financial bodies. The Developer too has agreed to develop the said property described in its schedule by constructing thereon one or more buildings





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consisting thereon one or more buildings plans duly approved by the V.D.A. or Competent Authority in the name of the land owners. THE COMPLEX will be constructed by the Developer in the name and style

"Vijayshree Heights".

11. That the entire multi storied complex shall be constructed in one or more blocks as per the planning or design allows and duly sanctioned by the V.D.A. or Competent Authority After the construction of the said complex at the cost or out of the finance arranged. The actual position of flats/shops/ offices/parking spaces in each floor will be finally determined mutually after the plan is sanctioned by the V.D.A. or Competent Authority. All the remaining constructed or unconstructed portion e.g. Road, passages, Stair case, Space for lift and the lift if fitted together with all such constructions for common use and for facilities of supplying water, electricity or generator room and even common hall or after such construction for common use by the owners, their heirs, allotters, transferees and assigns and by the Developer and their heirs, nominees, allotters, transferees and assignees as well who all shall have the

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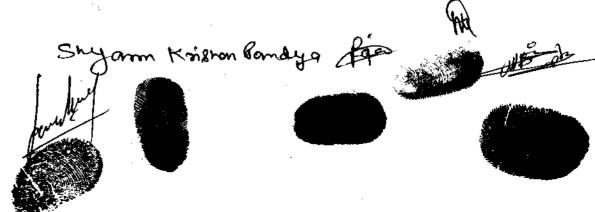


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right to use such common premises or space as per convenience and rules if any ever framed by the occupants of the entire premises of the owners and the developers.

- 12. That the owners hereby, authorize the Developer to do if required all acts, deeds, matters, things and particulars for the furtherance and execution of the scheme as per sanctioned plan.
- 13. To have the plans of the proposed building or buildings to be constructed on the said property as per approved plan or amended in accordance with rules and regulations of the concerned authorities and in the name of the owners with their consent and to do and sign, all writings and undertaking as may be necessary in connection with the approval and sanction of such plan.
- 14. To engage Architects, Surveyors, Engineers and Contractors or petty contractors or other persons relating to development over the premise in question.



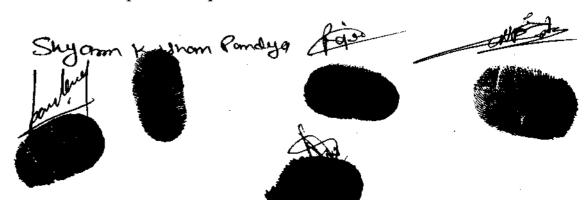


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- 15. To make applications to the concerned Authorities for obtaining permits after applying for quotas of cement, steel and the control building materials and for obtaining electrical connection or water connection or sewerage and drainage connection etc.
- 16. To accept service of any writ, summons or other legal notices and to appear and represent the owners in any court Judicial Tribunals and other Statutory authorities or Board in connection with the said development work and to commence or file suits, action/actions, or other proceedings in any court or before Public Officer or Tribunal relating to the said work of development over the said property and for any of the purposes aforesaid, to sign, execute and deliver or file all necessary Vakalatnamas Affidavits, Plaints, orders, application and other documents, papers and writings etc; subject to the terms of this agreement.
- 17. To give and grant on ownership basis or other basis the said lets/tenements etc, in the building constructed on the said land and to receive and appropriate to their own account the sale price in aspect thereof and likewise the owner will do





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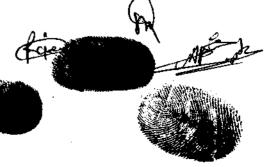
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the same in respect of their shares as per the agreed terms and stipulations stated above and earmarked for them.

- 18. The second party is empowered to mortgage the said project to raise a loan from any financial institution for the construction of Building's and also empowered to execute all the papers in that respect.
- 19. To display by the developer his sign board at the site and to give it under advertisement in local papers and daily News Papers, electronic media or any other form of advertisement medium.
- 20. to sign and execute and to deliver any conveyance or conveyances for the proposed said flat, offices, shops and parking spaces and all other deeds instruments and assurances which they shall consider necessary of the proposed sale and to present any such conveyance or conveyances for registration to admit execution and receipt of consideration before the Sub Registrar having authority, for and to have the said conveyance registered.







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- 21. To transfer the said property or part or parts thereof from time to time to its members of the cooperative society.
- 22. And generally to do all acts, deeds and things for developing the said property.
- 23. AND WHEREAS after the Registration of this Development Agreement in Registry Office, the Owners and Developers shall be entitled to sale or enter into agreement for sale or other agreement or mortgage their shares directly to its prospective buyers or any financial Institutions.
- 24. After the completion of the construction of the building project developer & Land Owner shall be absolute owners and they will be entitled to sell/transfer their respective shares to the persons or entities of their choice.
- 25. The final/deed of the flats, offices, shops, parking spaces along with common areas and common facilities i.c. common verandah and balconies, lifts, common staircase, lawns, garden lands, setback areas, boundary wall, common





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parking areas, generators, fire fighting equipments electrical installations in common areas, pipes fitting, all other fittings and fixtures meant for common areas, shall be executed and registered by the developer as the case may be, in favor of the prospective apartment purchasers.

26. That the Development of the said property shall be by and on account of the Developer and neither the Owner himself individually nor any other persons claiming through the owner shall have any right in the development of the said property as per agreed and approved plan and specification by the V.D.A. or Competent Authority. The Developer shall alone be responsible and liable to the V.D.A. or Competent Authority and such other concerned authorities for the discharge of the said work and shall alone be like wise liable for the loss if any or for any claim arising from the development work and shall keep the owners well indemnified in respect of all his actions, proceeding, demands, claims, cost, charge, expenses, losses, damages, compensation or penalties of any sort or nature whatsoever the owner may be put to sustain or in connection with the said work or for the default, failure or breach of contract by

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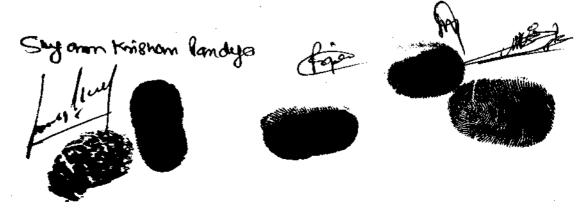


the developer till the period of completion of the constructions.

- 27. That all the outgoings in respect of the said property from the date of possession to be given to the developer hereunder shall be borne and paid by the developer but prior to the period relating to such possession shall be the liability of the owners alone.
- 28. That all out pocket costs, charges and expenses of incidental charge including the stamp duty and Registry fees on conveyances or conveyances be borne and paid by the allotters/or the transferees in respect of their allotted flats, offices, shops, parking spaces, tenements fallen under the share of each parties. Any other expenditure relating to the Advocates relating to Development will be borne by the developer.

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29. That the developer alone shall be entitled to recover or accept refund of any deposit made after this Agreement with any concerned authorities e.g., V.D.A. or Competent



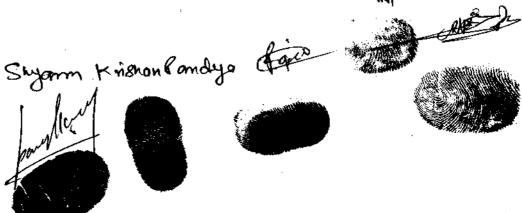


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Authority, Collector, or Town Planning authorities or with any Govt. or Semi Govt. Bodies Courts etc.

- 30. That the Land Owner shall at no time demand further sum or premium or any interest in any dealings regarding sale of developers area and the land owners shall execute all such deed and documents as may be required by the developer in this regard.
- 31. That the land owners hereby from the date of this agreement give vacant possession of the said property more fully described in schedule=1 hereinto the developers to enable the developers to take up and proceed with the development, planning and construction of the said complex in term of this agreement.
- 32. That the developers agreed to construct and develop the complex using latest available technology and design and developed complex world be earthquake resistance class-1-R.C.C. Structure.

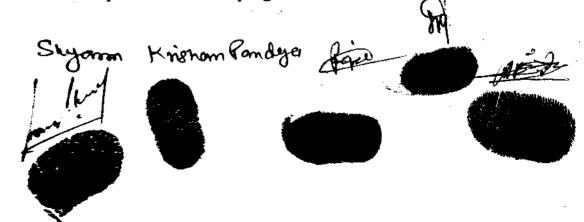




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- 33. That on completion of the construction of building in terms of this agreement and handing over of owner's share of the built-up area thereof to the land owner, the land owners shall execute and register all deeds and documents and do all things as may be necessary for finally perfecting the right title and possession of the developer in respect of their allotters or in favor of its nominees and assignees individually or collectively in case it is allotted or assigned to any cooperative society as and when so required by the developer and similarly the developer shall also execute and register all deeds and documents that may be necessary for perfecting the right, title and possession of the land owners over the owner's share of the built-up area allotted to them in their favor individually or collectively as and when so required by the land owners.
- 34. The Owners will have no right to interfere or to put any obstruction in construction being executed as per the map approved by the V.D.A. or competent authority subject to the condition that the developer will keep the land owners updated about the progress of the construction.





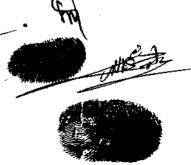
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- 35. The land owners shall execute an irrevocable power of attorney and register the same in the registering officer as the developers so desire, to get the work successfully and smoothly done as lawful attorney for and on behalf of the land owners to do any act, things, deeds for the interest of the project and to carry on the development work legally without let or hindrance from any person through or under land owners.
- 36. It is agreed that project has to be completed within the 5 years from the date of execution of this agreement.
- 37. That the owners will not be entitled to take steps to dispossess the developer or their men provided the construction work is carried on and completed in terms of this development agreement within the specified period as stated above and the owners will be bound to execute and register the deed of conveyance of the absolute transfer deed or deed of release as stated hereinafter and in case of failure to do so the developer will have all right to maintain possession over the land and build up area and will also have right to get the sale deed executed and registered

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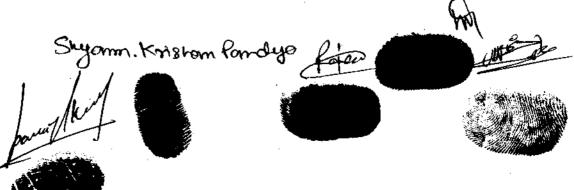




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through the process of the court at cost of the owners and the owners will have no objection or plea to refuse or object to the execution and registration of the sale deed/transfer deed/deed of release/deed of conveyance/deed of exchanges etc.

38. That for the purpose of verifying the correctness of the declaration made above regarding the absolute ownership of the said property and their hereto being marketable free from all encumbrances, and also their undertaking not to encumber the said property or otherwise alienate or dispose or deal with the same or any part thereof same and except as herein above provided the developers will be entitled to access all necessary original documents including title relating to the property for the purpose of verification as aforesaid including investigation of the owner title to the property. The owner undertakes to hand over copies of all such relevant papers of its use at the time of execution of this development agreement and shall hand over the respective original as and when required by the developer.





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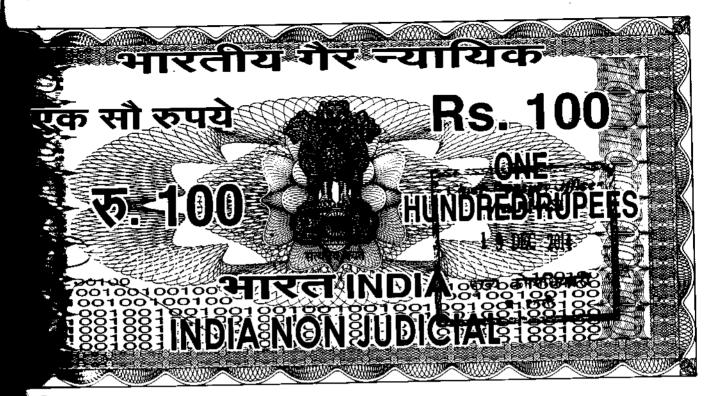
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- 39. That the land owners hereby undertake not to sell, dispose, alienate the said property or any part thereof and except putting the developer in possession thereof for the purpose of developments in pursuant to this agreement with the ultimate object of granting, conveying and transferring the same to get it developed by the developer and shall do nothing in contravention of the agreement and as otherwise agreed upon by the owners and developers in writing.
- 40. It will not do any act of commission or omission expressly or impliedly, directly or indirectly by which the owner's right, title and interest over the said property may in any manner be adversely affected until the developer has given delivery of possession of the owner's area to the land owners.
- 41. To indemnify the owners and always keep them indemnified and harmless in respect of all claims damages compensations or expenses payable in consequences of any injury or accident sustained by any workmen artisan or invites or other persons in the property whether in employment of the developer or not while in or upon the



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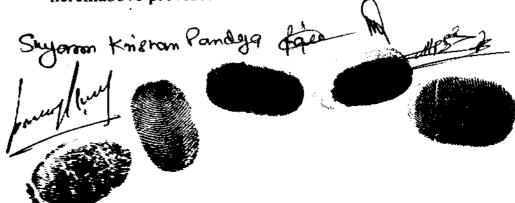


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said property and during the period of construction of the said building thereon.

- 42. That the land owners will deliver to the Developers and/or its duly authorized advocate/representatives all original title deed, documents and paper relating to the said property for complete examination of the owner's title there to any the land owners agree to cooperate with the developer in such examination of the land owners may be made by the developer and/or its advocate in this regard.
- 43. That the Developers shall be entitled to retain all necessary documents including original documents of land owners title of the said property and in such event the Developers undertake to keep the said title deed, safe and harmless and produced for inspection and take extracts there from she never required.
- 44. That in any event the owners without prejudice to foregoing declaration agrees and under take to remove all the obstacles and clear all outstanding doubts or defects save as hereinabove provided at their own cost as to ultimately vest



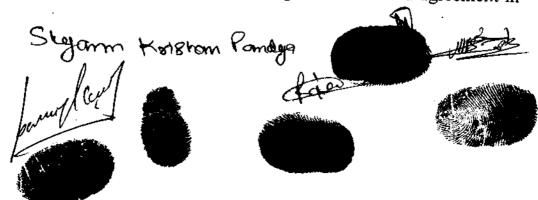


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the said property in developers or its nominees from all encumbrances and defects.

- 45. That all outgoings including municipal taxes and another charges in respect of the said property shall be borne and paid by the land owners till the date of delivery of possession of the property to the developers.
- 46. That after delivery of the owner's area to the land owners all outgoings in respect of the said property and the said buildings there on shall be borne and paid by the owners and the developers proportionately in the proportion of their respective shares in the total built up area. (The word proportionately will all its cognate variations whenever used in there presents shall mean the proportion is which the parties hereto and/or their nominees acquiring portions of the building are entitled to the covered areas in the buildings.)
- 47. That the developers and the nominees of the developers shall own and held portions of the building comprised in the developers area according to the standard agreement in



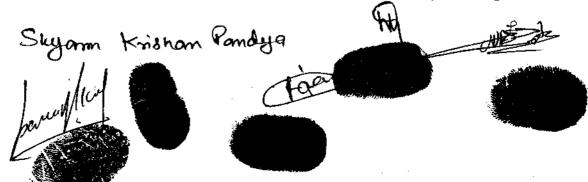


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CB 131149

portions of the building comprised in the developers area according to the standard agreement finalized by the developer. The land owners and their nominees shall be bound to hold and own portions of the owners area in the said building on the same terms and conditions as be contained in the aforesaid standard agreement and to execute similar agreement.

- 48. That the common area shall jointly be owned by all the owners of all the portions of the said building with equal entitlements to use all common area and facilities intended for utilization by the occupants of the said building on the same terms and conditions applicable to all for such utilization. No owner of any part of the said building will have any exclusive right title and interest over the common areas and common facilities except the right of common case.
- 49. That both the owners and the developers will jointly be entitled to all permissible future vertical and/or horizontal development/exploitation of the said property and the said building thereon and the construction sharing owning and





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selling of all such additional built up area will be done in the same proportions and on the same terms and contained in their agreement.

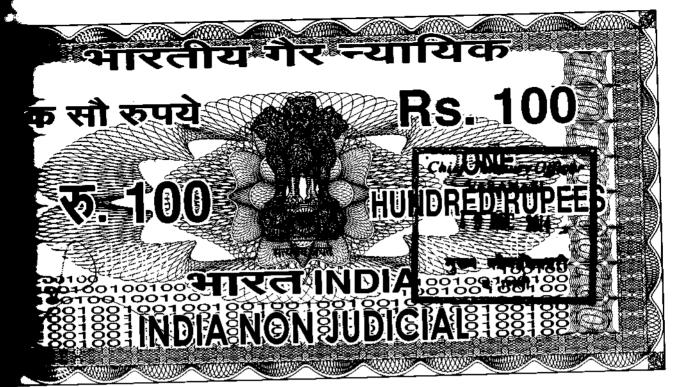
- 50. That in case any fine or penalty is imposed on the said building for any alleged deviation from the sanctioned plan resulting in any excess construction of the built up attachment the same shall be borne and paid by the d developer.
- 51. That it is agreed that in all transfers/conveyance of land and/or built up area the purchaser(s) transferee (s) shall bear the cost of stamp duty court fees and other registration charges.
- 52. That in case of any difference and disputes arising out or so called to arise relating to the lands and construction thereon out of this agreement will be settled by reference to the Arbitrators on each to be nominated by the parties and the two together will mutually select and umpire and their decision, findings and verdicts so given, shall be binding, and conclusive under the provision of the Arbitration Act with the jurisdiction of the court at Varanasi.

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- 53. That even in case of any difference or dispute the construction once started cannot be stopped as per the sanctioned plan by any of the parties, but the arbitrators or the court as the case may be can only get the site and construction inspected by any expert and call for a report.
- 54. That this agreement in development agreement cum agreement for sale and at any stage of the development construction or on completion of the same the land owners will have option to waive and forego own rights under this agreement regarding development of the land and to treat this agreement only as agreement for sale for the entire land noted in schedule-1
- 55. All legal and lawful procedures and actions are subject to Varanasi Civil Court and Lucknow/Allahabad High Court Jurisdiction.
- 56. That if the provision of state government of Utter Pradesh for EWS and LIG is applicable then the LIG portion will also be shared by both parties accordingly.

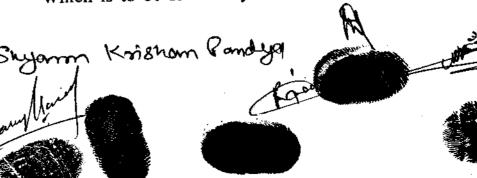
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CB 131146

- 57. The land owner can sale his share of flat after allotment.
- 58. In future if any taxes additional or imposed on project both parties will bear according his share.
- 59. If in future any other conditions or arises over the project then terms & condition will be written on stamp of Rs. 100/- That will be binding on both parties.
- 60. The First Party hereby declare that Second Party is fully empowered to develop said property. The Second Party at present at the time of registration is going to pay Rs.50.00,000/- (Rupees Fifty Lacs Only) as a refundable deposit (without interest) that will be repayable to the Second Party by First Party. The deposit amount should be returned by the owner after the completion of project without any interest.
- 61. The First party is under an obligation to execute the conveyance of the said property in favour of the Second Party or in favour of house society apartment ownership. Which is to be formed by the Second Party. The Second



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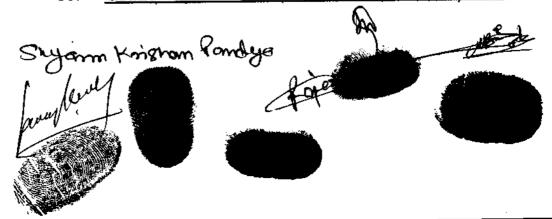
Party will be decide and direct the first party in that respect and the first Party is under an obligation to sign & execute the conveyance.

schedule-I

Description of the land/property under this development agreement.

2. All that piece and parcel of Land measuring 1541.75 sqmt. having Arazi No. 85 and 87& H.No. SA 18/111 situated at Arazi No. 84/2 at Mauza Hall, Pargana Shivpur, Ward- Sarnath, Distt- Varanasi butted and bounded as below:

3.	S.No.	Arazi No.	Area Sqmt.
4.	1-	87	353.90 sqmt.
5 `.	2-	85	353.90 sqmt.
6.	3-	85	185.87 sqmt.
7.	4-	87&85	274.90 sqmt.
8.	5-	84/2	88.80 sqmt.
9.	6-	85	284.38 sqmt.
10.	Grand		1541.75 sgmt.





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CB 123276

North

UP Handloom (Resham)

South

Khushal Agrawal & others

East

Pakki Road

West

School

The Government Valuation of the above described land comes to Rs. 1,85,07,000/- (Rs. One Crores Eighty Five Lacs One Thousand only) on which Stamp Duty and Court Fee is being paid Rs. 12,95,070/- (Rupees Twelve Lacs Ninety Five Thousand Seventy only)

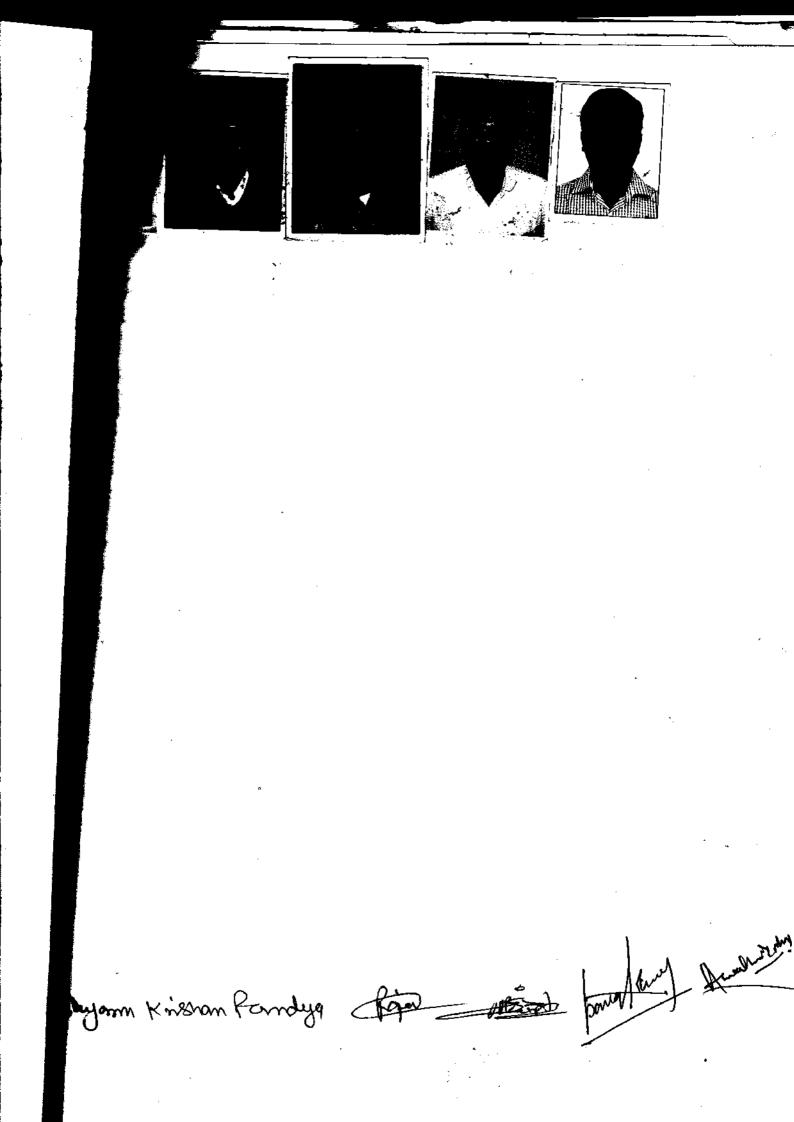
Witnesses: 1- Sagar. S. Rele Sonal: Sanit Rele e 30 3 lura fai Charen Dombivi (co).

2- Vishing Ponkish Agravel So Scaya Bookish Agravel K61/14 Bulanela Voormasi Drafted by: J.P.N. Singh, Civil Court, Varanasi

Typed By:

Dated: 23 1115

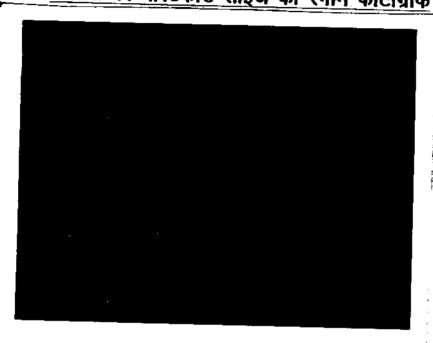
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अवस्थित (व्यवसायिक / आवासीय) - Residential.

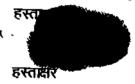
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अवस्थित व्यवसायिक / आवासीय) - Residential.



Egy nu 203 Ram Katora Varanan Etalen Balla VET

स्तीय प्रा MIS y. b. Real estate Manyar.



प्रतिफल/जिलाधिकारी द्वारा निर्धारित दर- 12000/ per Sqml.
सम्पत्ति का विवरण- Arcy, no Ou/2, 85.07
Foteil area. 15 41.75 Iq nit Maurye
Hall Paragana Shiva pur ward
- Saranath varanan.

Hall faragana shiva pu Saranath veranan Ham:-

ADY WALL

स्टाम्य देयता को करने वाले अन्य तथ्य

