

Government of Rajasthan
REGISTRATION & STAMPS DEPARTMENT, RAJASTHAN, AJMER
SUB-REGISTRAR : JODHPUR-III

Fee Receipt

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

Print Date : 02-07-2024 3:31 PM

Fee Receipt No	: 202402053009711	Receipt Date	: 02/07/2024
Name	: ADV. MUKUL ANGIRAS,	Document S. No.	: 202401053009543
Address	: KHASRA NO 27/01 GRAM JHALAMAND JODHPUR		
Document Type	: Inspection And Search		
Face Value	: ₹ 650	Evaluated Value	: ₹ 0
Ord-Registration Fee	: ₹ 0	Fee for Memorandum Us_64_67	: ₹
CSI	: ₹ 0	Certified copying fees Us_57	: ₹ 0
Stamp (Memorandum)	: ₹	Reg (memorandum)	: ₹
Surcharge	: ₹ 0	Stamp Duty	: ₹ 0
Penalty	: ₹ 0	Inspection fee	: ₹ 650
Us_25_34	: ₹ 0	Commission	: ₹ 0
Custody	: ₹	Others	: ₹ 0
Site Inspection Fees	: 0	Cash Amount Received	: ₹ 0
From Year 2012 To Year 2024		Other than Cash	: ₹ 650
		Total Amount	: ₹ 650

Mode of Payment (#Mode Number Amount #)

e-Gras Challan 91381492 ₹ 650

Signature of presenter or applicant for
copy or Search certificate

Chaitan



Signature of recipient
and date of return receipt

SUB-REGISTRAR

उप पंजीयक (नृतीय)
जोधपुर

Date :- 05.07.2024

To Whom It May Concern

Sub. :- Legal Report Regarding the property situated at Kh. No. 27/01, of Village Jhalamand, Tehsil & District Jodhpur.

Owner of Property – Kamli W/o Lumbaram

Details of Property – Property Situated At Kh. No. 27/01, of Village Jhalamand, Tehsil & District Jodhpur.

Total admeasuring Area – 8970.05 Sq. Yds.

I have perused the following to this letter in respect of the above mentioned project.

In my opinion, the Property Type Transaction is Plots/Villas Being Purchased Directly from Builder.

01. Photocopy of Jamabandi in the name of Savita W/o Haka Ram for Kh. No. 27/1.
02. Photocopy Power of Attorney executed by Savita W/o Haka Ram in favour of Mahendra Saraswat S/o Shambhu Datt on Dated. 17.12.2005 (Kh. No. 27, 27/1 & 27/2 Area 13 Bigha 18 Bishwa)
03. Photocopy Sale Deed executed by Mahendra Saraswat S/o Shambhu Datt as a POA holder of Savita W/o Haka Ram in favour of Geeta W/o Chena Ram, Kamali W/o Lumba Ram, Beby W/o Sohan Ram which was duly registered before Sub Registrar III Jodhpur, Registered on Dated 10.01.2006, Book No. 1, Zild No. 52, Page No. 169, S. No. 2006000165 (Kh. No. 27/1, 27/2 Area 13 Bigha 18 Bishwa)
04. Photocopy of Settlement Letter executed by between 1. Geeta W/o Chena Ram, 2. Kamali W/o Lumba Ram, 3. Beby W/o Sohan Ram Notarized on Dated. 30.04.2018
05. Photocopy of Jamabandi in the name of Kamali W/o Lumba Ram for Kh. No. 27/1
06. Photocopy Power of Attorney executed by Kamli W/o Lumbaram in favour of M/s. Ashapurna Buildcon Ltd. which was duly registered before Sub Registrar IV Jodhpur, Registered on Dated 14.08.2023, Book No. 4, Zild No. 12, Page No. 24, S. No. 202303054400582 (Kh. No. 27/1, Area 04 Bigha 12 Bishwa 13.25 Bishwanshi)
07. Photocopy Development Agreement executed by Kamli W/o Lumbaram in favour of M/s. Ashapurna Buildcon Ltd. which was duly registered before Sub Registrar IV Jodhpur, Registered on Dated 14.08.2023, Book No. 1, Zild No. 493, Page No. 76, S. No. 202303054116953 (Kh. No. 27/1, Area 04 Bigha 12 Bishwa 13.25 Bishwanshi)
08. Photocopy Lay Out Plan issued by JDA, Jodhpur in favour of Kamali W/o Lumba Ram on Dated. 21.09.2023 (Kh. 27/1, Area 8970.05 Sq. Yds.)
09. Photocopy Conversion Order no. 101785, Dated. 15.01.2024 issued by JDA, Jodhpur in favour of Kamali W/o Lumba Ram. (Kh. 27/1, Area 7499.92 Sq. Mts.)

TITLE-CERTIFICATE

This is to certify Property : Kh. No. 27/01, of Village Jhalamand, Tehsil & District Jodhpur. which is owned by Kamli W/o Lumbaram Title of ownership of the said property is clear, free marketable and chain of title is complete. Property is marketable and mortgage-able.

SEARCH CUM NON-ENCUMBRANCE CERTIFICATE

This is to certify that a search has been conducted by me in the Sub Registrar Office, IV Jodhpur for a total period of 2012- 2024 of the : Kh. No. 27/01, of Village Jhalamand, Tehsil & District Jodhpur., owned by Kamli W/o Lumbaram and no registered encumbrances was found.

Search Receipt No. 202402053009711 dated 02.07.2024 of Rs. 650/- for the 13 year from 2012-2024.





राजस्थान सरकार
जोधपुर विकास प्राधिकरण, जोधपुर (जोन-2)

क्रमांक : LU2012/JOD/20 23-24/101785

दिनांक -15/01/2024

:- आदेश :-

आवेदक/खातेदार :- कमली पत्नी लुम्बाराम सा.- शिकारगढ, जोधपुर।

- 1) ऊपर नामित आवेदक ने राजस्थान भू-राजस्व अधिनियम 1956 की धारा 90-क के अधीन निम्नलिखित भूमि को आवासीय योजना प्रयोजन के लिये उपयोग हेतु अनुज्ञा देने के लिए आवेदन किया है:-

क्र. सं.	ग्राम, तहसील व जिले का नाम	खातेदार का नाम	खसरा संख्या	क्षेत्रफल
	राजस्व ग्राम झालामण्ड तहसील कुडी भगतासनी व जिला जोधपुर	कमली पत्नी लुम्बाराम	27/1	7499.92 वर्गमीटर
कुल				0.7499 हेक्टेयर

- (2) आवेदक ने आवेदन के साथ नवीनतम प्रमाणित जमाबंदी की प्रति, राजस्व खसरा अनुरेख, सम्यक् रूप से अनुप्रमाणित क्षतिपूर्ति बंधपत्र और शपथपत्र, की-मैप, अभिन्यास योजना, सर्वेक्षण नक्शा और अन्य सुसंगत दस्तावेज प्रस्तुत किये हैं।
- (3) यह कि मैंने आवेदक द्वारा प्रस्तुत आवेदन और दस्तावेजों/कथनों का परीक्षण कर लिया है। मैंने संबंधित तहसीलदार की रिपोर्ट और स्थानीय प्राधिकारी की सहमति रिपोर्ट का परीक्षण कर लिया है। मेरी यह राय है कि आवेदित भूमि का गैर-कृषिक प्रयोजन के लिए वांछित उपयोग मास्टर योजना/विकास योजना/स्कीम के अनुरूप है और आवेदक के आवेदन को, राजस्थान भू-राजस्व अधिनियम, 1956 की धारा 90-क और राजस्थान अभिधृति अधिनियम की धारा 63 और तदधीन बनाये गये नियमों के उपबंधों के अनुसार ऐसी भूमि पर अभिधृति अधिकार निर्वापित करके भूमि का आवासीय योजना प्रयोजन के लिये उपयोग करने हेतु अनुज्ञा प्रदान करने के लिए स्वीकार किया जा सकता है।
- (4) अतः अब इसके द्वारा आदेश दिया जाता है कि उपरोक्त भूमि पर आवेदक के अभिधृति अधिकारों को उक्त भूमि का आवासीय योजना प्रयोजन के लिये उपयोग करने हेतु निर्वापित किया जायेगा और इस आदेश की तारीख से उक्त भूमि को, उक्त भूमि का आवेदक द्वारा नाम निर्दिष्ट व्यक्तियों को, उक्त स्थानीय प्राधिकारी पर लागू विधि, नियमों, विनियमों या उप-विधि के अनुसार आबंटन के लिए, स्थानीय प्राधिकारी के व्ययनाधीन रखा गया समझा जायेगा।
- (5) आवेदक द्वारा उस भूमि को, जिसके लिए यह अनुज्ञा दी गयी है, यथा विहित प्रीमियम, नगरीय निर्धारण के साथ ही विनिर्दिष्ट अन्य प्रभारों के निक्षेप और सुसंगत विधि के अधीन अभिन्यास योजना के अनुमोदन के पश्चात्, स्थानीय प्राधिकारी द्वारा सम्यक् आबंटन किये जाने के पश्चात् ही गैर-कृषिक प्रयोजन के लिए उपयोग में लिया जायेगा।
- (6) इन नियमों के अधीन विहित और स्थानीय प्राधिकारी द्वारा सुसंगत विधि के अनुसार अधिरोपित निबंधनों और शर्तों की आवेदक द्वारा पालना की जायेगी।

यह आदेश अधोहस्ताक्षरकर्ता के हस्ताक्षर और कार्यालय की मुहर से आज दिनांक 15/01/2024 को जारी किया गया।

44/
प्राधिकृत अधिकारी
उपायुक्त (जोन संख्या-2)
जोधपुर विकास प्राधिकरण,
जोधपुर

**Government of Rajasthan
REGISTRATION & STAMPS DEPARTMENT, RAJASTHAN, AJMER
SUB-REGISTRAR : JODHPUR-IV**

Fee Receipt
Appendix I-Form No. 9 (Rule 75 & 131) Print Date : 14-08-2023 6:21 PM

Fee Receipt No	: 202302054021705	Receipt Date	: 14/08/2023
Name	: M/S ASHAPURNA BUILDCON LIMITED TH HARSHVARDHAN SINGH,	Document S. No.	: 202301054021524
Address	: 00 ,UCHIYARDA ,JODHPUR ,JODHPUR		
Document Type	: Agreement		
Face Value	: ₹ 0	Evaluated Value	: ₹ 9308315
Ord-Registration Fee	: ₹ 93085	Fee for Memorandum Us_64_67	: ₹
CSI	: ₹ 300	Certified copying fees Us_57	: ₹ 0
Stamp (Memorandum)	: ₹	Reg (memorandum)	: ₹
Surcharge	: ₹ 38259	Stamp Duty	: ₹ 127526
Penalty	: ₹ 0	Inspection fee	: ₹ 0
Us_25_34	: ₹ 0	Commission	: ₹ 0
Custody	: ₹	Others	: ₹ 0
		Cash Amount Received	: ₹ 0
		Other than Cash	: ₹ 259170
		Total Amount	: ₹ 259170

Mode of Payment (#Mode Number Amount #)

e-Gras Challan 79466164 ₹ 258520 # Stamp T862302 ₹ 650

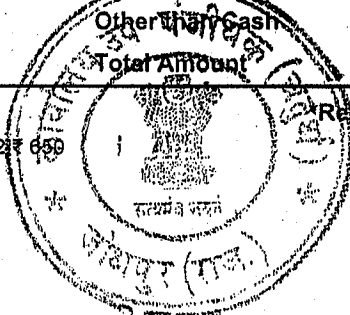
Rabate U/S 9(1) : ₹ 430977


Signature of presenter or applicant for
copy or Search certificate

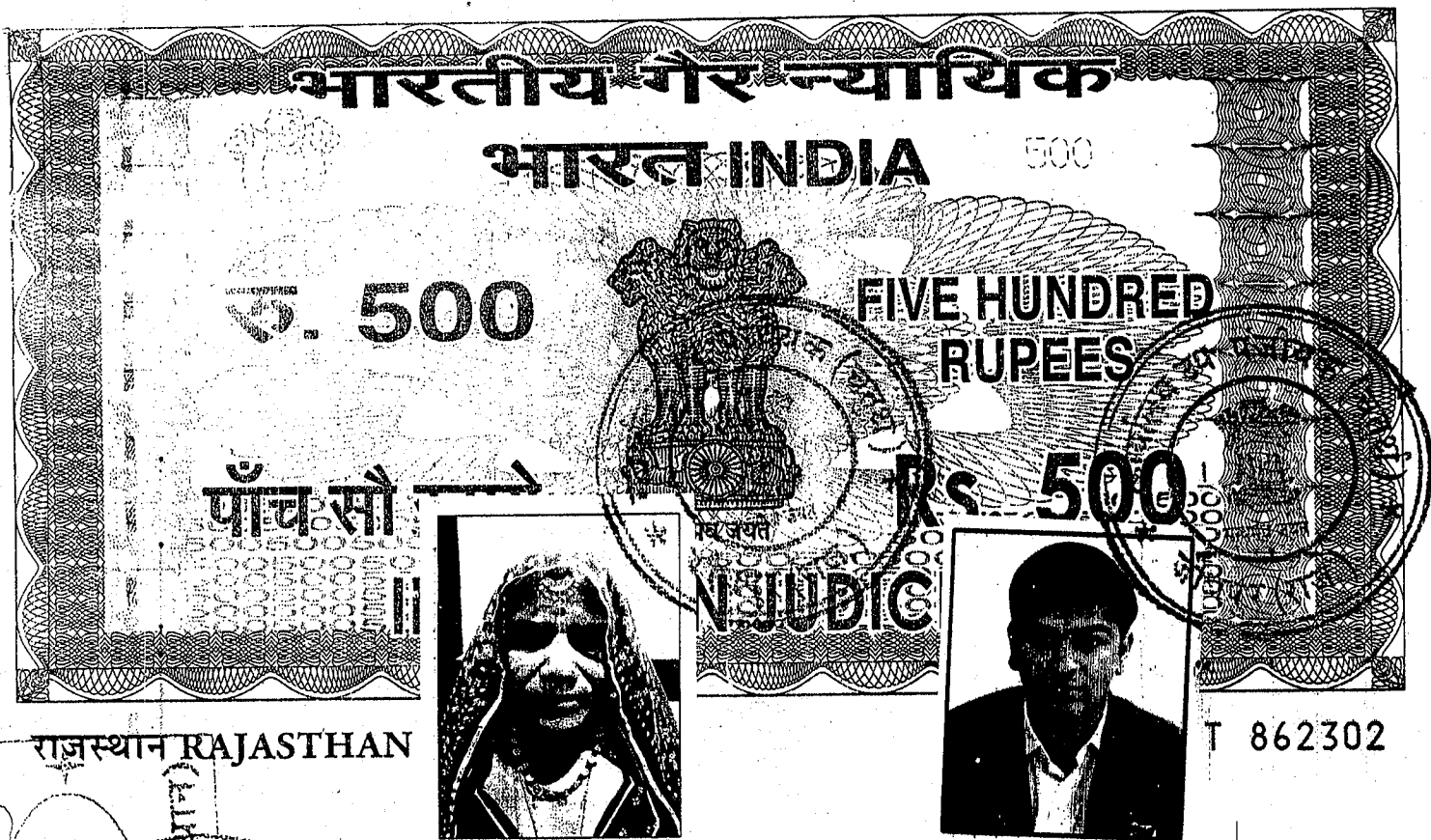

Cashier

Signature of recipient
and date of return receipt

SUB-REGISTRAR




सूचना एवं पंजीयक (चलवर्त)
जोधपुर



DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is executed at Jodhpur on this 4th day of August, 2023 by and between:

Mrs. Kamli W/o Shri Lumbaram Ji Bycaste Meghwal Age 54 years R/o Meghwalo Ka Bas, Uchiyarda, Jodhpur-342027 (Rajasthan) [Hereinafter referred to as the "Owner" or "Party of the First Part" in this Agreement, which expression shall unless the context otherwise requires include its successor(s) and permitted assign(s)] AADHAR NO. [REDACTED] 9378 PAN NO.

AND

Ashapurna Buildcon Limited, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at Opp. LIC Office, Circuit House Road, Jodhpur (Rajasthan) through its Director Mr. Harshvardhan Singh S/o Shri Karan Singh Ji Bycaste Rajput Aged 29 years R/o Village Uchiyarda Tehsil & District Jodhpur duly authorized by its Board of Directors [Hereinafter referred to as the "Developer" or "Party of the Second Part" in this Agreement, which expression shall unless the context otherwise requires include its successor(s) and permitted assign(s)]. Hereinafter the "Party of the First Part" and the "Party of the Second Part" shall collectively be referred to as the "Parties" and individually as "Party".

PAN NO. AAFCA 1426 L

.....2.

Ashapurna Buildcon Ltd.
Director

म मुद्रांक विक्रेता श्रीमती पुर्णिमा सुराया मुद्रांक संख्या 17/जोधपुर शहर/2021
 जि. क्रम संख्या 2502 दि. 24/11/21 मुद्रांक वेद्यु व क्रम संख्या 500L
 मुद्रांक क्रैती का नाम कमली पिता/पति का नाम लुम्बाराम
 गा. ग्राम: उन्चियारडा, जोधपुर
 योजना डेवलपर
 अस्ते क्रय की वस्तु में हस्तों का नाम वस्तु Jaivandhan Singh
 ता/हस्तों के हस्ताक्षर Dr. मुद्रांक विक्रेता के हस्ताक्षर
 गा. नं. 1, बैन चौक के पास, सतनाहा रोड, जोधपुर

राजस्थान सार्वजनिक अधिनियम, 1998 के अन्तर्गत मुद्रांक वेद्यु का वि. 17 प्रमाणित अधिभार	
1. अधिभारपूर्ण मुद्रांक वेद्यु का प्रमाणित होना (आय 2-1000) - 1000 रुपये	500L
2. गा. नं. 1 के अन्तर्गत मुद्रांक वेद्यु का प्रमाणित होना (आय 2-1000) - 1000 रुपये	1000L
कुल का	1500L
मुद्रांक वेद्यु का प्रमाणित होना	



WHEREAS:

- A. The Party of the First Part is the absolute Khatedar of land admeasuring 4 Bigha 12 Bishwa 13.25 Bishwanshi corresponding to Khasra No. 27/1 situated at Village Jhalamand Tehsil & District Jodhpur (Rajasthan) (more particularly detailed in Schedule-A attached hereto and hereinafter referred to as the "**Schedule-A Land**").
- B. The Party of the First Part jointly purchased parcel of land admeasuring 13 Bigha 18 Bishwa corresponding to Khasra No. 27 situated at Village Jhalamand Tehsil & District Jodhpur with Mrs. Geeta and Mrs. Bebi, from Mr. Mahendra Saraswat S/o Mr. Shammudutt Saraswat Bycaste Brahmin Resident of Pal Road, Jodhpur General Power of Attorney Holder of Smt. Savita W/o Shri Hakaram Ji Bycaste Meghwal Resident of Village Pal Tehsil and District Jodhpur Dated 20.12.2005. The Saled deed was duly registered in the office of Sub-Registrar-III, Jodhpur on 10.1.2006 at Book No. 1 Vol. No. 52 Page No. 169 Serial No. 2006000165. After Purchase of the said Land, the Parties entered their name in the revenue record. Thereafter the parties, with mutual consent, divided the land of their purchase and occupied the land that came in our respective parts, the details of which are as follows:-

Participant -

1. Mrs. Geeta and Mrs. Bebi - Out of the said 13 Bigha 18 Bishwa land, the area of the north side - 9 Bigha 5 Bishwa 6.75 Biswashi Land.
2. Mrs. Kamli - Out of the said 13 Bigha 18 Bishwa land, the area of the south side - 4 Bigha 12 Bishwa 13.25 Biswanshi Land.

As per the above mutually agreed dividalion, the parties are in possession of the land which has come in their respective shares and the Party of the First Part filled mutation of 4 Bigha 12 Bishwa 13.25 Biswanshi Land & New Khasra No. 27/1 was marked in the revenue record. Thereafter, the Party of the First Part became the absolute Khatedar of the Said Land.

- C. The Land of Khasra No. 27/1 admeasuring 4 Bigha 12 Bishwa 13.25 Biswanshi Land is used for the project land.
- D. Schedule-A Land shall hereinafter collectively be referred to as "**the Project Land**".

.....3.



RTI कर्मचारी

For Ashapura Buildcon Ltd.
Director

- E. The Party of the First Part was desirous of disposing off the Project Land and looking at the size of the Project Land, it realized that for getting the best value of the Project Land, it would be necessary to allow the development of a real estate project upon the Project Land and then dispose off the same to various buyers of units in the project.
- F. The Party of the Second Part is a reputed developer and hence possesses requisite expertise & resources in respect of the construction and development of real estate projects.




RTI कर्मचारी

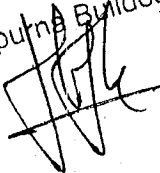
- G. The Party of the First Part was approached by the Party of the Second Part for the purpose of developing a real estate project comprising of villas, plots and walk-up-apartments upon the Project Land (hereinafter referred to as "*the Project*"). The Parties, therefore, have decided to collaborate in such a manner that the Developer would develop the Project upon the Project Land and then the plots/villas/units in the Township Project would be sold/transferred to the buyer(s) in such a manner that the Owner would transfer its interest in the plot of land/proportionate undivided interest in the respective plot of land, in case of walk-up apartment(s), to each one of them and the Developer would transfer the developed units along-with incidental facilities/amenities and realize their respective considerations from the buyer(s).

- H. The Party of the First Part has represented that she is the absolute title holder of the Project Land and has never entered into prior agreements for sale or development of the Project Land. The Party of the First Part has a clear and marketable title on the Project Land and the Project Land is available for development of the Project.

- I. The Party of the Second Part is a reputed real estate developer and a builder and is engaged in the development of various real estate projects and possesses adequate experience and expertise required for the construction and development of various kinds and sizes of real estate projects.

- J. The Parties, relying upon each other's representations and in terms of the understanding specified herein, have decided to enter into this Agreement for recording the terms and conditions of development of the Project on the Project Land, by the Party of the Second Part as per the plans sanctioned by the concerned authorities after obtaining mandatory/statutory permissions required for development of the Project at the Party of the Second Part's cost and resources.

.....4.

For Ashapurna Buildcon Ltd.
 Director

NOW THIS DEVELOPMENT AGREEMENT WITNESSTH AND IT IS
HEREBY AGREED AND DECLARED BY AND BETWEEN THE
PARTIES HERETO AS FOLLOWS:

- D) (i) In this Agreement the following words and expressions shall have the following meanings:

“Encumbrance” shall mean (i) any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, deed of trust, security interest or other encumbrance of any kind securing, or conferring any priority of payment in respect of any obligation of any Person, including without limitation any right granted by a transaction which, in legal terms, is not the granting of security but which has an economic or financial effect similar to the granting of security under applicable Law; (ii) any voting agreement, interest, option, right of first offer, refusal or transfer restriction in favour of any Person; (iii) any claims (including any claim under the Hindu Succession Act, 1956, adverse claim as to title, possession or use or relating to tenancy rights), award, interest, disputes, notices, demands, orders, judgments, gift, exchange, previous sale, notifications, any designation of loss payees or beneficiaries or any similar arrangement under or with respect to any insurance policy;

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

- acts of God i.e. fire, draught, flood, earthquake, epidemics and other natural disasters;
- explosions or accidents, air crashes and shipwrecks;
- strikes, lock-outs, civil disturbances, curfew etc.;
- war or enemy action or terrorist action;
- change in Law, Rules and Regulations, injunctions or stay granted by court of law or interim order by Arbitrator;
- non-availability of steel and / or cement or other building material or water supply or electric power or like; or
- any event or circumstances analogous to the foregoing which is beyond the control of the parties.

“Gross Revenue” shall mean and include all revenue realized out of the sale of the Project, by way of booking amount, advance, down payment, part payment, installment, sale proceeds etc. However, amount received from prospective buyers/transferees towards the following shall not be treated as Gross Revenue from the transferee:-

.....5.



R.T. K. M. L.

For Ashapurna Buildcon Ltd.

Director



- a) Goods and Service Tax (G.S.T.) ;
- b) Any tax /levies to be imposed/enacted in future (if directly and lawfully chargeable from transferee and paid to Govt.);
- c) Interest free maintenance security deposit/maintenance charges, Society charges, club charges, Corpus funds, etc.

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

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

(ii) Unless the context of this Agreement otherwise requires:

- (a) Words of any gender are deemed to include those of the other gender;
- (b) Words using the singular or plural number also include the plural or singular number, respectively;
- (c) The terms “hereof”, “herein”, “hereby”, “hereto” and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case may be;
- (d) The term “Clause” refers to the specified Clause of this Agreement;
- (e) Reference to the word “include” shall be construed without limitation;
- (f) The Schedules/Annexure hereto shall constitute an integral part of this Agreement;
- (g) The recitals hereto shall constitute an integral part of this agreement;
- (h) If any provision in Clause I(i) is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement; and
- (i) Reference to a document, instrument or agreement (including, without limitation, this Agreement) is a reference to any such document, instrument or agreement as modified, amended, varied, supplemented or novated from time to time in accordance with the provisions; and

.....6.



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Ashapurna Buildcon Ltd.
Director

- (iii) Where any act is prohibited by the terms of this Agreement, none of the Parties will knowingly permit or omit to do anything, which will allow that act to be done.
- (iv) Where any notice, consent, approval, permission or certificate is required to be given by any party to this Agreement such notice, consent, approval, permission or certificate must be in writing.

II)

CONVERSION, PATTI AND MAP APPROVAL

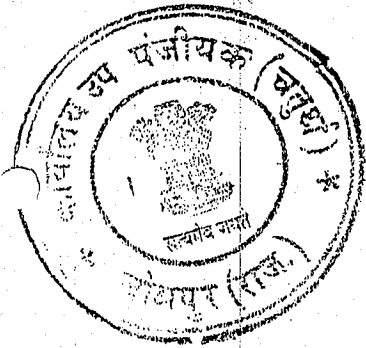
- (i) The Owner shall obtain approvals under 90 A proceedings from the Jodhpur Development Authority ("JDA"), Jodhpur, in respect of the Project Land at its own cost and expenses.
- (ii) The Owner shall be responsible for obtaining residential patta for the Project Land for development of the Project at its own cost & expenses. Funds if required to the owner of the land, will be provided by the developer without any interest.
- (iii) The Owner shall be responsible for structuring and preparing the appropriate plans/maps for the Project, finalization of maps and obtaining map approvals in respect of the Project at its own cost & expenses. However, the Owner shall get the Project map finalized from the Developer before getting it approved from the concerned authorities.

III)

REPRESENTATIONS, ASSURANCES AND WARRANTIES

- (i) The Owner hereby represents, assures and warrants to the Developer that the Project Land is free from all Encumbrance's, family disputes, claims, litigation of whatsoever nature, attachment, notice of requisition or acquisition and/or any other liability or liabilities. In the event of (i) non-commencement and/or delay in the commencement of the Project on account of any dispute, litigation, claims, proceedings of attachment, defect in respect of title/ownership of the Project Land or any reason(s) attributable to the Owner or (ii) court stay on the development of the Project upon the Project Land due to the reason of defects in title deed of the Project Land and/or due to any reason related and incidental thereto and/or due to any reason attributable to the Owner, the Owner shall resolve such dispute/litigation and/or get the court stay/attachment/defect as the case may be, removed within a period of 12 months from the date of such claim/dispute/litigation and/or the court stay/attachment/defect. The cost & expenses in respect of resolution of claim/dispute/litigation and/or removal of the court stay/attachment shall be borne and/or paid by the Owner. In such event and the event of delay caused due to any reason not attributable to the Developer, the duration for completion of the Project given in Clause IV(iv) shall be extended accordingly and the Owner shall be liable to pay liquidated damages @ of Rs. 10000/- (Rupees Ten thousand only) per month to

.....7.

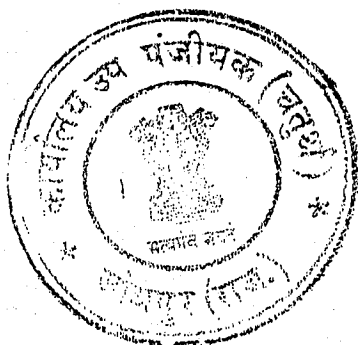


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For Ashapura Buildcon Ltd.

Director

the Developer during the period for which the Project is suspended/delayed due to such claims, dispute/attachment/court stay/litigation/ defect in title or any other reason attributable to the Owner. If the Owner fails to settle/resolve the dispute /litigation in respect of title, ownership of the Project Land/Project and/or to remove the Court Stay/defect/attachment on the Project Land and/or the development upon the Project Land within the period of 12 months from the date of notice of such dispute/litigation/Court Stay/ attachment/defect to settle/remove the same, the Developer shall be entitled to terminate this Agreement in accordance with Clause VIII of this Agreement.



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For Ashapurna Builders Ltd.

Director



- (ii) The Owner hereby agrees to keep the title of the Project Land clear and marketable upto, during and after the complete implementation of this Agreement.
- (iii) From the date of execution of this Agreement the Owner shall not:
 - (a) Undertake any activity so that proceedings under any applicable Laws, including those pertaining to acquisition, requisition and land ceiling are potentially attracted in respect of the Project Land;
 - (b) Create now or at any time any Encumbrance on the Project Land;
 - (c) Initiate, solicit or consider, whether directly or indirectly, any competitive bids from any Person for the sale of the Project Land;
- (iv) In the event of acquisition of the Project Land or part thereof by the Government (State or Central) or any other Government instrumentality under any law (State or Central) in respect of the Project Land and/or Project, the Owner shall be liable to pay the Developer expenses/cost incurred by the Developer in respect of the development of the Project up till the date of such acquisition of the Project Land along with interest @ 24% calculated from the date of expenses/cost incurred till the date of payment.
- (v) The Parties agree that they shall take all necessary actions and steps required to give effect to the intent and transactions contemplated under this Agreement and without prejudice to the generality of the aforesaid, they shall:
 - a. Execute and deliver all necessary documents, deeds, agreements, consents and approvals that may be required to give effect to the transactions contemplated under this Agreement; and/or
 - b. Pass all necessary resolutions and procure all relevant approvals and consents as may be required, including but not limited to approvals of creditors and, if applicable, any Governmental Authority, to give effect to the transactions contemplated under this Agreement; and/or

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- c. Exercise all rights including voting rights to procure that the objectives set out in this Agreement are achieved within the time frame prescribed herein.

(vi) The Developer and the Owner acknowledge and agree that:

- a. The Developer shall be responsible for constructing and developing the Project from its resources and at its cost or expense unless otherwise contemplated in this Agreement.
- b. The Developer shall adhere to plans sanctioned by the relevant Governmental Authority in executing the Project, provided that the Developer shall be entitled to make alterations/ adjustments to the extent permissible under applicable Laws.
- c. The Owner shall extend necessary co-operation to the Developer and do all such acts and deeds as may be required for completion of all formalities concerning the development of the Project Land for purposes of the Project.
- d. The Owner recognizes and acknowledges that the Developer is making substantial investments in the Project on the basis of representations, undertakings, assurances and warranties of the Owner.
- e. The Owner shall not commit any act, deed or omission that may have the effect of cancelling or revoking the Power of Attorney executed pursuant to this Agreement, or in any manner prejudicing or affecting the power/authority vested in the Developer pursuant to such Power of Attorney.
- f. The Owner and/or the Developer shall not do or cause to be done or have any right to do any act or deed which has the effect of interrupting the progress or completion of the development of the Project.
- g. The Owner shall not do or cause to be done or have any right to do any act or deed which either renders the Developer incapable of performing its obligations under the Agreement or increases the burden of the Developer in performing its obligations under this Agreement, or which adversely affects the Project. Without prejudice to the generality of the above, the Owner shall not enter into any agreement, understanding or arrangement with any Person concerning the Project Land or alienate the Project Land.
- h. Without prejudice to the authority vested in the Developer under the Power of Attorney, the Owner shall, if required, execute such documents and do such further acts as may be necessary to enable the Developer to (i) raise loans and obtain other facilities; and (ii) enjoy the benefits and rights vested in the Developer herein without effecting the rights of the Owner in respect of Project Land.

- (vii) The Owner shall hand over the true certified copies of all the antecedent documents including certified true copies of title deeds of the Project Land and the Owner shall be liable to produce original copies when required by the Developer, Customers, bank/ financial institution /statutory authorities etc. as per Developer's requirement.

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For Ashapura Buildcon Ltd.

Director



IV) DEVELOPMENT WORK

- (i) The Owner permits the Developer to enter upon the Project Land from the date of execution of this Agreement for carrying out the development of the Project upon the Project Land as per the rules and regulations of the various concerned authorities applicable in the area and as per the plan sanctioned by the authorities concerned. The said permission to the Developer to enter upon the Project Land shall be considered as irrevocable license granted by the Owner (however, such license shall not mean possession under Section 53A of the Transfer of Property Act, 1882) in favour of the Developer to enter upon the Project Land for the purpose of development of the Project or other incidental works and to allow other agencies/persons to do so. The Developer shall be authorised to obtain all the requisite permissions, sanctions, licenses and approvals from various authorities (local, state and central) as may be considered necessary. The Owner shall provide all requisite documents and shall sign all applications, forms, letter, affidavits, undertakings, representation, plans, drawings, documents as may be prepared by the Developer and/or their architect and as may be required by the various authorities concerned, before, during and/or after the development of the Project. The Owner has executed a Power of Attorney in favour of the Developer authorising the Developer to obtain all the requisite permissions, sanctions, licenses and approvals from various authorities (local, state and central) as may be considered necessary, to develop the Project upon the Project Land and for all other incidental work relating to the development of the Project.
- (ii) The Developer shall develop the Project, as per specifications agreed between the Parties in Schedule-C attached hereto, at its own cost & expenses. The Developer shall be entitled to appoint architects, engineers, contractors and other staff necessary to develop the Project at its own cost and all liabilities in respect of such architects, engineers, contractors and other staff under the provisions of any Statute such as labour laws, P.F., E.S.I. workmen, compensation etc. shall be exclusively borne by the Developer.
- (iii) The decision of the Developer in respect of the construction and development of the Project shall be final and binding. However, the Owner may give suggestion in respect of the same.
- (iv) The Developer will endeavour to do external development of the Project, which is the responsibility of Jodhpur Development Authority; however, it shall not be the liability of Developer to do external development.
- (v) Subject to Force Majeure and subject to clause II & III (i), the Developer shall complete the development of the Project within a period of 60 (Sixty) months from the date of commencement of development work, which shall be only after the release of approved of

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Ashapura Buildcon Ltd.
Director

maps of the Project. Further, the Developer shall be entitled to get 6 (Six) months' grace period if development remains incomplete on conclusion of specified 60 (Sixty) months duration. In the event of non-completion of the Project by the Developer within the said 60 (Sixty) months + 6 (Six) months ("Project Completion Period") from the date of commencement of development work, the Developer shall be liable to pay Rs. 10000/- (Rupees Ten thousand only) per month to the Owner for the period of delay provided such delay is not caused on account of Force Majeure and/or on account of any claims, dispute /Court Stay/Litigation/attachment in respect of the Project Land/Project as detailed in clause III (i) hereinabove.



(vi) All the plots/units in the Project left unsold upon expiry of Project Completion Period shall be earmarked by the Parties in the their respective ratio i.e. Owner: 26 % and Developer: 74 % and the Parties shall be entitled to receive revenue from the sale of such plots/units in their respective earmarked area, subject to the terms of this Agreement.

(vii) During any time of Project, if Land Owner wants to sale their part of Plots, they should first offer to sale it to the Developer. If the Developer denies to purchase the same in writing, they can sale their share of plots to anybody else with the prior written consent of the Developer.



(viii) It is decided by the Parties hereto that the name of the Project shall be determined by the Developer.

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(ix) The Developer shall be entitled to avail Loan facility from any Bank/ Financial Institutions for development of the Project. The Developer shall not avail any loan facility of any type by mortgaging the Project Land in any way whatsoever. However, the prospective buyer(s) shall be entitled to avail loan facility by way of creating security interest in the plots/units purchased by such prospective buyer(s).

(x) The Project shall be maintained by a Society/ Association of the owners of plots/units in the Project, to be formed for providing common facilities and upkeep of common areas, in the Project, and for other incidental and ancillary purposes. The Developer shall prepare and formulate the structure, bye-laws, rules and regulations of the Society/Association. However, the Developer shall maintain the Project for three years from the commencement of the Project and shall be entitled to collect maintenance charges, at such rate at which it generally collects from similar project, from the buyers of plots/units in the Project in its own name. Society charges/Corpus fund shall be decided by the Developer at the time of Project Starts/begins and respectively collected from the buyers of plots/units & it shall be transferred to the Society/Association, form for owners of this project.

For Ashapurna Buildcon Ltd.

Director



V) ALLOCATION

- (i) The substance of this Agreement is that the Owner shall remain the owner of Project Land and the Developer shall remain the owner of the development upon the Project Land during the development period and the Owner and the Developer are collaborating with each other in such a manner that they together dispose off their respective rights (Owner: Project Land and Developer: Development) so that the third parties get the developed plots/units in the developed Project.
- (ii) The Expenses relating to the Project Land levelling will be borne by the Owner.
- (iii) The Developer shall be entitled to get an amount equivalent to 74 % of the Gross Revenue of the Project which is being referred to as "*the Developer's Allocation*" in this Agreement and similarly, the Owner shall also be entitled to get an amount equivalent to 26 % of the Gross Revenue of the Project which is being referred to as "*Owners' Allocation*" in this Agreement.
- (iv) The amount of Owners' Allocation shall be considered to be the consideration for transfer of proportionate rights in the Project Land by the Owner in favour of Buyer(s) of the plots/units in the Project. Similarly, the amount of Developer's Allocation shall be considered to be the consideration for transferring the proportionate rights in development upon the Project Land by the Developer in favour of buyer(s) of the plots/unit in the Project.
- (v) Considering the experience, networking and the marketing resources of the Developer, it has been agreed between the Parties that the Developer shall be entitled to sell all the plots/ units in the Project and shall be entitled to receive Gross Revenue in respect of the sale of all the plots/units in the Project, in its own name including advance/booking/instalments/interest on delayed payments.
- (vi) The Owner has, executed and delivered the "Power of Attorney" in favour of the Developer or nominee of Developer which *inter alia*, authorize the Developer:
 - a. To Sign, execute, enter into, modify, cancel, terminate, alter, draw, and approve agreements to sell in respect of plots/units in the Project with such persons and on such terms & conditions as the said attorney may think fit and proper but subject to the conditions contained in the said Agreement.

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- b. To determine, negotiate, finalise and modify the terms & conditions of the booking and agreement to sell of the plots/units in the Project including the terms related to the consequences of delay, levy of interest, interest rates on delay of payment by the prospective buyer(s), waiving off of such interest, cancellation of booking, re-allotment of plots/units in the Project and to initiate and defend any legal proceedings against and by the buyer(s) in the Project, at Developer's sole discretion and without any interference from the Owner or any person claiming under the authority of the Owner.
- c. To accept any/all advances/monies/consideration or other payments in its own name in respect of plots/units in the Project on such terms and for such consideration as the Developer may think fit and proper and to do all things necessary in relation thereto.
- d. To present the documents for registration and admit the execution of such documents before the appropriate authority and in case, the Owner is required to sign on the sale deed, he shall, also sign on the papers of such deed when requested by the Developer.
- e. To sign on the tripartite sale deeds for the sale of plots/units in the Project with each purchaser on behalf of the Owner.
- f. To do all other acts, deeds and things that is incidental or ancillary to or necessary in respect of the above mentioned in accordance with this Agreement.

- (i) The aforesaid power of attorney by the Owner in favour of Developer for sale of plots/units in the Project and the power of attorney referred to in clause IV(i) is annexed herewith as Annexure 'A'.

VI)

TAXES, RATES AND CESS

- (i) That the Owner shall bear and pay all taxes, cesses, rates, water and electricity bills which have accrued or may accrue in respect of the Project Land, whether due to Central Government or State Government or any local authority and if the Developer is required to pay any such sum for the Project, the Owner shall reimburse the same to the Developer and further, the Owner shall keep and hold the Developer indemnified against all/any losses/damages caused to the Developer due to the non-payment of such taxes by the Owner.
- (ii) Each Party shall strictly be responsible for its own Income Tax Liabilities or other liabilities, if any, and shall keep the other Party thereto indemnified from and against the same at all time.

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or Ashapura Bandcon Ltd.
Director



- (iii) The Developer and Owner can recover taxes and/or all other levies payable to the Government (Central, State or local) in respect of the Project Land/Project from the buyers of the plots/units in the Project. However, taxes in respect of this Agreement and/or development of the Project (including service tax) which, as per applicable laws, are not recoverable from the buyers of the units shall be divided between the parties as per their respective ratio i.e. 74 % Developer and 26 % Owner.

VII)

HOARDINGS AND SIGNAGE

- (i) Immediately after execution of this Agreement, the Developer shall be free to put up the hoardings/boards, bring out brochures and commence the marketing of the proposed Project from the date of execution of this Agreement. The Project shall be marketed under the brand of the Developer and the Developer shall be free to advertise the Project in whatsoever manner the Developer deems fit and necessary, as and when required, at his own cost and expenses.
- (ii) The Developer shall be entitled to display the board/hoardings of its group companies at the site of the Project Land at any time after execution of this Agreement till the date of completion of the Project and thereafter on any portion of the developed Project.
- (iii) After completion of the Project, any revenue/income generated by setting up of hoardings and/or advertisements in the common area of the Project or any other revenue from the Project shall be shared in the ratio stipulated in Clause V hereinabove.





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VIII)

TERMINATION

- (i) In the event of:
- failure on the part of Owner to settle the dispute /litigation in respect of title, ownership of the Project Land and/or in respect of the Project and/or to remove the Court Stay on development upon the Project Land within the period of one year from the date of notice of such dispute/litigation/Court Stay to settle/remove the same; and/or
 - breach by the Owner and/or Confirming Party of any other representations, warranties, assurances and/or non-fulfilment of any obligations of the Owner and/or Confirming Party under this Agreement, the Developer shall issue a written notice of 7 days to the Owner and/or Confirming Party for rectification of such breach/default. In the event of failure on the part of the Owner and/or Confirming Party in rectifying such breach/default within 7 days of notice;

For Ashapura Buildcon Ltd.

Director

the Developer shall be entitled to terminate this Agreement by giving 7 days notice, which termination shall be without prejudice to all other rights and remedies available to the Developer under this Agreement or any other agreement or under the process of law or equity.

(ii) In the event of termination of this Agreement, caused by reasons attributable to the Owner and incidental thereto, the Owner shall be liable to:

- a. reimburse all the costs/expenses incurred by the Developer till termination on the development of the Project as per this Agreement along-with interest @ 24% p.a. and ;
- b. pay liquidated damages of Rs 10000/- (Rupees Ten thousand only) per month for delayed payment of the aforesaid.

to the Developer.

(iii) In case the Owner is unable to pay the compensation and/or fails to reimburse the expenses/cost as stated in Clause III and/or Clause VIII(ii) or any other provision of this Agreement, the Owner shall be liable to pay the same out of the sale proceeds received by selling the Project Land (in any manner) to a third party. The Developer shall be entitled to continue to occupy the Project Land uptill complete recovery of the amount of compensation and the expenses/cost as stated in Clause III and/or Clause VIII(ii) or any other provision of this Agreement.

(iv) The Owner shall not be entitled to change, modify, revoke, terminate or cancel this Agreement for any reason or on any ground.

IX)

INDEMNIFICATION

Notwithstanding any other provision of this Agreement, the Owner shall keep and hold the Developer, its directors, shareholders, employees, agents, etc. indemnified and harmless from and against all claims, actions, causes of action, demands, assessments, losses, damages, liability, judgments, settlements, penalties, costs and expenses, asserted against, resulting to, imposed upon, or incurred by the Developer by reason of any defect in or wants of title on the part of the Owner and/or any previous encumbrance, charge or agreement in respect of the Project Land and/or losses asserted against or incurred by the Developer, as a result of, arising from any breach or inaccuracy of any representation, warranty, covenant or agreement made or failure to perform (whether in whole or part) any obligation required to be performed by the Owner pursuant to this Agreement.

X)

MISCELLANEOUS

- (i) If the Project could not be undertaken due to Force Majeure then no party shall claim any loss for expenses incurred.
- (ii) The Developer and the Owner have entered into this Agreement on Principal to Principal basis only and nothing contained herein shall be deemed or construed as constituting a service contract or a partnership

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Shapurna Buildcon Ltd.
Director

Presentation Endorsement

आज दिनांक 14 माह 08 सन् 2023 को 05:43 PM बजे
श्री/श्रीमती/सुश्री SMT KAMLI पुत्र/पुत्री/पत्नि श्री SHRI LUMBARAM JI
उम्र 54 वर्ष, जाति O-MEGHWAL, व्यवसाय Housewife
निवासी House No.:00, Colony: MEGHWALO KA BAS, Area:
UCHIYARDA, City: JODHPUR, Pin code: 342027, District: JODHPUR,
State: RAJASTHAN

हस्तावेज पंजीयन हेतु प्रस्तुत किया।

हस्ताक्षरकर्ता
202301054021524

Developer Agreement (Sale power)

हस्ताक्षर उप पंजीयक,
JODHPUR-IV

उप पंजीयक (चतुर्थ)
जोधपुर

Fees Receipt Endorsement

रसीद नं.	202302054021705
दिनांक	14-08-2023
पंजीयन शुल्क ₹	93085
प्रतिलिपि शुल्क ₹	0
पृष्ठांकन शुल्क ₹	300
अन्य शुल्क ₹	0
कमी स्टाम्प शुल्क ₹	127526
कमी सरचार्ज शुल्क ₹	38259
कुल योग	259170

202301054021524

Developer Agreement (Sale power)

Mode of Payment (#Mode Number Amount #)

e-Gras Challan 79466164 ₹ 258520 #
Stamp T862302 ₹ 650

उप पंजीयक, JODHPUR-IV

उप पंजीयक (चतुर्थ)
जोधपुर



or sale or transfer of property between the Developer and the Owner and or as a joint venture, between the Developer and the Owner nor shall the Developer and the Owner in any manner constitute an association of persons.

- (iii) The correspondence between both the parties shall be addressed to the address mentioned on the Page No. 1 of this Agreement as registered office address. If in future there are any changes in the address as mentioned, either party has to inform to other about the changes within seven days of such changes under Registered Post.
- (iv) All the terms and conditions of this Agreement shall be applicable to all the legal heirs, partners, legal representatives, directors, agents, attorneys of both the parties.
- (v) This Agreement may be amended only by an instrument in writing signed by the parties hereto or by the duly authorized representatives of each of the Parties.
- (vi) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision or provisions held to be invalid or unenforceable.
- (vii) The cost of stamp duty and registration charges of this Agreement and the Power of Attorney's in relation to this Agreement shall be borne by the Developer.
- (viii) This Agreement is subject to the Jurisdiction of Hon'ble Rajasthan High Court at Jodhpur and courts subordinate to it.
- (ix) Any dispute, difference, controversy or claim ("Dispute") arising between the parties out of or in relation to or in connection with this agreement, of the breach, termination, effect, validity, interpretation or application of this agreement or as to their rights, duties or liabilities there-under, or as to any act, matter or thing arising out of, consequent to or in connection with this agreement, shall be settled by the parties by mutual negotiations and agreement. If, for any reason, such dispute cannot be resolved amicably by the parties, the same shall be resolved through arbitration in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the "**Arbitration Act**") by a sole arbitrator appointed by mutual consent of both the Parties. The decision of the Arbitrator shall be final and binding upon the parties. The venue of arbitration proceedings shall be Jodhpur. The language of the arbitration and the award shall be English. The cost of Arbitrators appointed and other cost of arbitration shall be borne by the parties in agreed revenue sharing ratio.

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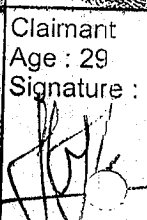


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For Ashapura Buildcon Ltd.

Director

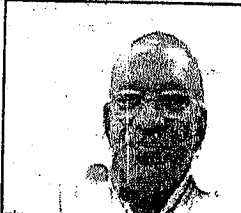

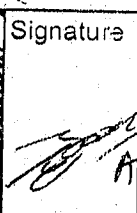
Endorsement of Execution

अनु क्र.	पक्षकारों का नाम व पता	छायाचित्र	अंगूठा	पक्षकारों का प्रकार
1	श्री/श्रीमती/सुश्री SMT KAMLI, पुत्र/पुत्री/पत्नि श्री SHRI LUMBARAM JI, व्यवसाय Housewife जाति 0-MEGHWAL House No.:00, Colony: MEGHWALO KA BAS, Area: UCHIYARDA, City: JODHPUR, Pin code: 342027, District: JODHPUR, State: RAJASTHAN			Executant Age : 54 Signature : 
2	श्री/श्रीमती/सुश्री M/S ASHAPURNA BUILDCON LIMITED TH HARSHVARDHAN SINGH, पुत्र/पुत्री/पत्नि श्री SHRI KARAN SINGH JI, व्यवसाय Service जाति 0-RAJPUT House No.:00, Colony: UCHIYARDA, Area: UCHIYARDA, City: JODHPUR, Pin code: 342027, District: JODHPUR, State: RAJASTHAN			Claimant Age : 29 Signature : 

ने लेख्यपत्र Developer Agreement (Sale power) को पढ़ सुन व समझकर निष्पादन करना स्वीकार किया।

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

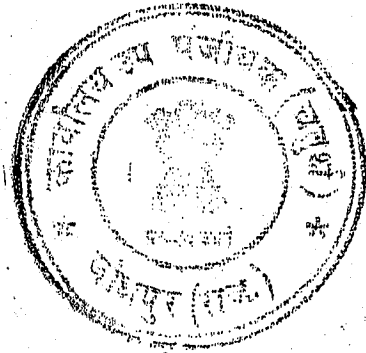
उक्त निष्पादन कर्ता की पहचान निम्न व्यक्तियों ने की है, जिनके हस्ताक्षर एवं अंगूठा निशान मेरे समक्ष लिए गए हैं।

अनु क्र.	गवाहों का नाम व पता	छायाचित्र	अंगूठा	हस्ताक्षर
1	Name: श्री/श्रीमती/सुश्री D L RATHI, पुत्र/पुत्री/पत्नि श्री ADVOCATE जाति MAHESHWARI Age: 68 Add: House No.:00, Colony: RHC, Area: RHC, City: JODHPUR, Pin code: 342006, District: JODHPUR, State: RAJASTHAN			Signature : 

202301054021524

Developer Agreement (Sale power)

उप पंजीयक, JODHPUR-IV
उप पंजीयक (चतुर्थ)
जोधपुर



IN WITNESS WHEREOF both the parties put their hands and seal on the day date first mentioned above in presence of following witnesses.

Signature



RTI કમલ

Mrs. Kamli
(Owner)

Signature
For Ashapura Buildcon Ltd.
Director



Ashapura Buildcon Limited
(Developer)

Witnesses:



1. સોહનરામ ડા/૦ ચૈનારામ જી જાતિ મેઘવાલ નિવાસી
ગાંવ ડચિયારડા રહો જિલ્લો જોધપુર (રાજ.)

— પેલ —



દેવેન્દ્ર સિંહ ડા/૦ પ્રદલાદ સિંહ જી જાતિ રાજપુત
નિવાસી ગ્રામ: રાવનિયાના, પિપાડા શહેર. જોધપુર

Dingh



Under 54 Endorsement

धारा 54 के तहत प्रमाण-पत्र प्रमाणित किया जाता है कि इस लेख पत्र की मालियत रु 9308315 मानते हुए इस पर देय कमी मुद्रांक राशि रु 127526 पर कमी पंजीयन शुल्क रु 93085, सरचार्ज राशि 38259 कुल रु 258870 रसीद संख्या 202302054021705 दिनांक 14-08-2023 में जमा किये गये हैं।

अतः दस्तावेज को रु 127526 के मुद्रांकों पर निष्पादित माना जाता है।

202301054021524

Developer Agreement (Sale power)

उप पंजीयक, JODHPUR-IV

उप पंजीयक (चतुर्थ)
जोधपुर

Registration Endorsement

आज दिनांक 14/08/2023 को

पुस्तक संख्या 1 जिल्द संख्या 493 में

पृष्ठ संख्या 76 क्रम संख्या 202303054116953 पर पंजीबद्ध किया गया तथा

अतिरिक्त पुस्तक संख्या 1 जिल्द संख्या 1970 के

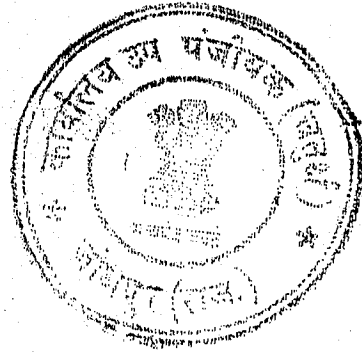
पृष्ठ संख्या 430 से 445 पर चरूपा किया गया।

202301054021524

Developer Agreement (Sale power)

उप पंजीयक, JODHPUR-IV

उप पंजीयक (चतुर्थ)
जोधपुर



Schedule-A
Description of Schedule-A Land

The Party of the First Part jointly purchased parcel of land admeasuring 13 Bigha 18 Bishwa corresponding to Khasra No. 27 situated at Village Jhalamand Tehsil & District Jodhpur with Mrs. Geeta and Mrs. Bebi, from Mr. Mahendra Saraswat S/o Mr. Shammudutt Saraswat Bycaste Brahmin Resident of Pal Road, Jodhpur General Power of Attorney Holder of Smt. Savita W/o Shri Hakaram Ji Bycaste Meghwal Resident of Village Pal Tehsil and District Jodhpur Dated 20.12.2005. The Saledeed was duly registered in the office of Sub-Registrar-III, Jodhpur on 10.1.2006 at Book No. 1 Vol. No. 52 Page No. 169 Serial No. 2006000165. After Purchase of the said Land, the Parties entered their name in the revenue record. Thereafter the parties, with mutual consent, divided the land of their purchase and occupied the land that came in our respective parts, the details of which are as follows:-

Participant -

1. Mrs. Geeta and Mrs. Bebi - Out of the said 13 Bigha 18 Bishwa land, the area of the north side - 9 Bigha 5 Bishwa 6.75 Biswashi Land.
2. Mrs. Kamli - Out of the said 13 Bigha 18 Bishwa land, the area of the south side - 4 Bigha 12 Bishwa 13.25 Biswanshi Land.

As per the above mutually agreed divdation, the parties are in possession of the land which has come in their respective shares and the Party of the First Part filled mutation of 4 Bigha 12 Bishwa 13.25 Biswanshi Land & New Khasra No. 27/1 was marked in the revenue record. Thereafter, the Party of the First Part became the absolute Khatedar of the Said Land.



RTI कमली



For Ashapura Buildcon Ltd.

Director

Government of Rajasthan
REGISTRATION & STAMPS DEPARTMENT, RAJASTHAN, AJMER
SUB-REGISTRAR : JODHPUR-IV

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

Print Date : 14-08-2023 6:22 PM

Fee Receipt No	: 202302054021706	Receipt Date	: 14/08/2023
Name	: SMT KAMLI ,	Document S. No.	: 202301054021526
Address	: 00 ,UCHIYARDA ,JODHPUR ,JODHPUR		
Document Type	: Power of Attorney		
Face Value	: ₹ 0	Evaluated Value	: ₹ 0
Ord-Registration Fee	: ₹ 500	Fee for Memorandum Us_64_67	: ₹
CSI	: ₹ 200	Certified copying fees Us_57	: ₹ 0
Stamp (Memorandum)	: ₹	Reg (memorandum)	: ₹
Surcharge	: ₹ 30	Stamp Duty	: ₹ 100
Penalty	: ₹ 0	Inspection fee	: ₹ 0
Us_25_34	: ₹ 0	Commission	: ₹ 0
Custody	: ₹	Others	: ₹ 0
		Cash Amount Received	: ₹ 0
		Other than Cash	: ₹ 830
		Total Amount	: ₹ 830

Mode of Payment (#Mode Number Amount #)

e-Gras Challan 79466886 ₹ 700 # Stamp BR240136 ₹ 130

Signature of presenter or applicant for
copy or Search certificate

Cashier



Signature of recipient
and date of return receipt

SUB-REGISTRAR

उप पंजीयक (चतुर्थ)
जोधपुर



राजस्थान RAJASTHAN



GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, Mrs. Kamli W/o Shri Lumbaram Ji Bycaste Meghwal Age 54 years R/o Meghwalo Ka Bas, Uchiyarda, Jodhpur (Rajasthan)-342027 Hereinafter referred to as the "Owner", which expression shall unless repugnant to the context or meaning thereof be deemed to include his legal representative(s), legal heir(s), administrator(s), executor(s), successor(s) and permitted assign(s)] **SEND GREETINGS:**

AADHAR NO. [REDACTED] 9378

PAN NO.

WHEREAS :

I am the absolute owner/khatedar of parcel of land Khasra No. 27/1 admeasuring 4 Bigha 12 Bishwa 13.25 Bishwanshi situated at Village Jhalamand Tehsil & District Jodhpur (Rajasthan) (more particularly detailed in Schedule-A attached hereto hereinafter referred to as the "Project Land").

.....2.

Ashapura Buildcon Ltd.
Director

मूद्रांक विक्रेता श्रीमती पूर्णिमा सुराणा अनुज्ञा पत्र संख्या 17/जोधपुर शहर/2021

जे. क्रम संख्या 3399 दि. 11/8/22 मूद्रांक वेल्डिंग व क्रम संख्या 100L

रांक क्रेता का नाम कमल पिता/पति का नाम युष्का राम

रा. उचिशाह डी जोधपुर

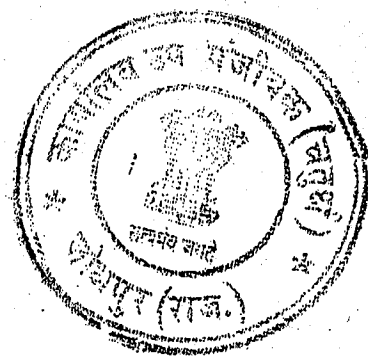
योजन PoA

हस्ते क्रय की दशा ने हस्ते का नाम बता आनवर्ज फि (Aew)

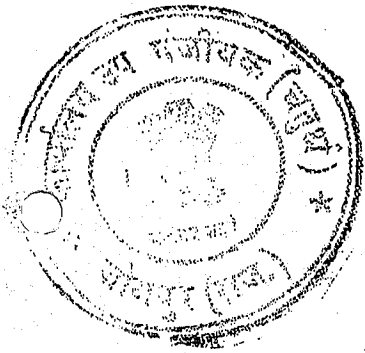
क्रेता/हस्ते के हस्ताक्षर हस्ते के विक्रेता के हस्ताक्षर

प्रेकय स्थान:- नरसवन्त कॉलेज, मेन हॉस्टल के पास, रातानाडा रोड, जोधपुर

राजस्थान स्टाम्प अधिनियम, 1999 के अन्तर्गत	
संख्या 17/जोधपुर शहर/2021 के अन्तर्गत	
1. अंतिम मूद्रांक वेल्डिंग व क्रम संख्या 100L	100L
(रांक 3000) - 100% क्रय	
2. रांक की दशा के अन्तर्गत रांक का नाम बता	
(रांक 3000) - 100% क्रय	
3. रांक के अन्तर्गत रांक का नाम बता	
(रांक 3000) - 100% क्रय	
4. रांक के अन्तर्गत रांक का नाम बता	
(रांक 3000) - 100% क्रय	
5. रांक के अन्तर्गत रांक का नाम बता	
(रांक 3000) - 100% क्रय	
6. रांक के अन्तर्गत रांक का नाम बता	
(रांक 3000) - 100% क्रय	
7. रांक के अन्तर्गत रांक का नाम बता	
(रांक 3000) - 100% क्रय	
8. रांक के अन्तर्गत रांक का नाम बता	
(रांक 3000) - 100% क्रय	
9. रांक के अन्तर्गत रांक का नाम बता	
(रांक 3000) - 100% क्रय	
10. रांक के अन्तर्गत रांक का नाम बता	
(रांक 3000) - 100% क्रय	



A. I have entered into a Development Agreement dated 14th August, 2023 (hereinafter referred to as "*Agreement*") with **Ashapurna Buildcon Limited**, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at Opp. LIC Office, Circuit House Road, Jodhpur (Rajasthan) through Director Mr. Harshvardhan Singh S/o Shri Karan Singh Ji Bycaste Rajput Age 29 years R/o Village Uchiyada Tehsil and District Jodhpur duly authorized by its Board of Directors [Hereinafter referred to as the "*Developer*", which expression shall unless the context otherwise requires include its successor(s) and permitted assign(s)] for development of real estate project comprising of developed plots/units upon the Project Land (hereinafter referred to as "*the Project*") on the terms and conditions as set out in the said Agreement.



B. In terms of the Agreement I, being the absolute owner of the Project Land permitted the Developer Company to develop the Project upon the Project Land in accordance with the rules, regulations, permissions/approvals and building bye-laws of the local authorities and do all necessary and incidental activities relating thereto and considering the experience, networking and the marketing resources of the Developer Company, it has been agreed between the Parties that the Developer Company shall be entitled to receive advance/booking amounts and sale proceeds in respect of the sale of all the plots/units in the Project in its own name and the Gross Revenue (as defined in Agreement) so collected shall be divided between me and the Developer Company in accordance with the terms of the Agreement.



RTI कमल

Ashapurna Buildcon Ltd.
Director

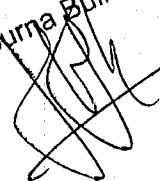
C. In order to facilitate the process of the development of the Project, to get the Project approved from competent authority and other authorities concerned for the related works required in these development activities and its approval and to facilitate the process of sale of all the plots/units in the Project I, Mrs. Kamli W/o Shri Lumbaram Ji Bycaste Meghwal R/o Meghwalo Ka Bas, Uchiyada, Jodhpur (Rajasthan)-342027 hereby

.....3.

nominate/constitute and appoint Ashapurna Buildcon Limited, a company incorporated under the provisions of the Companies Act, 1956 having its registered office at Opp. LIC Office, Circuit House Road, Jodhpur (Rajasthan) through its authorized signatory duly authorized by its Board of Directors and such other persons as may be authorised by the Developer Company, as its lawful Attorney (hereinafter referred to as "the said Attorney(s)") to severally and independently do, execute and perform all or any of the following acts, deeds and things.




RTI कमल

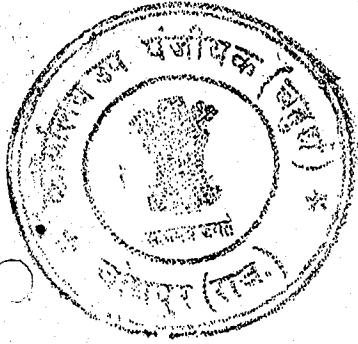
For Ashapurna Buildcon Ltd.

Director



1. To enter upon the Project Land for the purpose of carrying out the development of the Project upon the Project Land.
2. To obtain any/all necessary permissions, clearances, approvals and sanctions from concerned authorities (Central, State or local) for carrying out the development of the Project upon the Project Land and to allow other persons/agencies to do so.
3. To use its own name as the developer/the said Attorney(s), at all times, in respect of the Project.
4. To prepare plans for development of the said Project and submit the same to the Jodhpur Development Authority, Jodhpur ("JDA"), Nagar Nigam and other concerned authorities for obtaining the necessary approvals and NOC(s) and, if obtained, to submit proposals from time to time for amendments of such plans for obtaining approvals to such
5. To supervise the development work in respect of the Project on the Project Land and to carry out and/or to get carried out through contractors, sub-contractors and/or departmentally and/or in such manner as may be determined by the said Attorney(s), in accordance with the plans and specifications sanctioned by JDA/Nagar Nigam, Jodhpur with necessary and/or permissible

.....4.

6. deviation and from other concerned authorities and in accordance with all the applicable rules and regulations made by State of Rajasthan, JDA/Nagar Nigam, Jodhpur and/or other concerned authorities.
7. To carry on correspondence with all concerned authorities and bodies including the State of Rajasthan in all its departments, JDA/Nagar Nigam, Jodhpur and/or town planning department or other concerned authorities.
8. To appoint from time to time Architects, R.C.C. Consultants, Contractors and other personnels/professionals and workmen for carrying out the development of the Project and to pay their fees, consideration monies, salaries or wages in its/their own name or in my name or in the joint name of Owner and the Developer Company.
9. To pay various deposits to JDA/Nagar Nigam, Jodhpur and /or other concerned authorities as may be necessary for the purpose of carrying out the development work on the Project Land and to claim refund of such deposits so paid by the said Attorney(s) and to give valid and effectual receipts in my name and/or on my behalf in connection with the refund of such deposits in its/their own name or in the joint name.
10. To approach the concerned authorities and offices of the JDA /Nagar Nigam, Jodhpur and/or other concerned authorities for the purpose of obtaining various permissions and other service connections including water connections for carrying out and completing the development of the Project and also to obtain water connection and service connection to the said Project.
11. To make necessary applications to JDA and concerned authorities for obtaining electric power for the Project in its/their own name or in my name or in joint name of Owner and the Developer.



RTI कर्मचारी

Ashapura Buildcon Ltd.
Director



12. To make necessary representations including filing of objections and appeals before the land and building department and other concerned authorities including Courts including writ jurisdiction in regard to the fixation of reasonable value in respect of the Project or any portion thereof by the said assessing and collection department in its/their own name or in my name or in joint name of Owner and the Developer.
13. To apply from time to time, if required, for modification of Project plans to be developed on the Project Land in its/their own name or in my name or in joint name of Owner and the Developer.
14. To give such letter and writings and/or undertakings as may be required from time to time by the JDA/Nagar Nigam and /or other concerned authorities for the purpose of carrying out the development work in respect of the Project thereon in its/their own name or in my name or in joint name of Owner and the Developer.
15. To make application for water connection, electric supply, gas connection and other incidental requirements, which may be required for the development of the Project in its/their own name or in my name or in joint name of Owner and the Developer.
16. To apply to the Controller of cement and steel and any other authorities for the purpose of making application for cement and steel and other materials and procure the same and for that purpose to give such undertakings or execute such documents and applications as also to correspond with and do such other acts, matters and things as the said Attorney(s) may think fit and proper for the purpose of developing the Project on the Project Land.

.....6.



RTI/मम

or Ashapura Buildcon Ltd.

[Signature]

Director



17. For the Project, to accept service of any Writ or Summons or other legal process and to appear in any Court, and before all Courts, Magistrate or judicial or any other officers whatsoever as the said Attorney(s) shall think advisable and to commence any action, or other proceedings in Court of Justice or authority to prosecute or discontinue or become non-suited therein into settlement, compromise or referred to arbitration any suit, action or proceedings as the said Attorney(s) shall think fit and if the said Attorney(s) shall see cause.
18. To appoint pleader, solicitor or Attorney(s) or lawyers to appear and in any court of justice or before any or revenue or other officer(s) or any state or local authority and to revoke such appointment and to substitute any other in their place and stead.
19. To sign, verify and execute complaints, written statements, counter claims, appeals, reviews, applications, affidavits and paper of every description that may be necessary to be signed verified and executed for the purpose of any suits, actions, appeals and proceedings of any kind whatsoever in any Court of Law or equity whether on Original, Appellate, Testamentary or Revisional Jurisdiction or Judicial Authority established by lawful authority and to do all acts and appearances and applications in such court or courts aforesaid in any suits, actions, appeals or proceedings brought or commenced and to defend and to answer or oppose the same or suffer judgment or decrees to be had given, taken or pronounced in any such actions, appeals, proceedings and to execute decrees as the said Attorney shall be advised or think proper and to sign, verify and execute any applications, affidavits, agreements or other documents and to contest the proceedings for sealing of the Project and file before the Appellate authorities and get the same de-sealed.

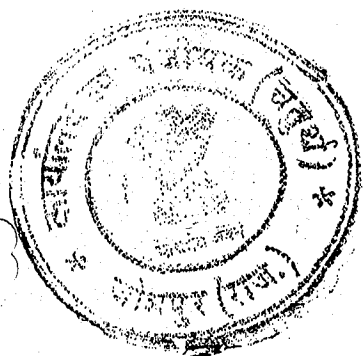
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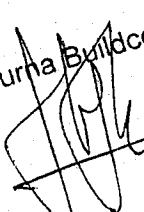
RTI कर्मचारी

For Ashapura Buildcon Ltd.
Director

20. To sign, execute, enter into, modify, cancel, terminate, alter, draw, and approve agreements to sell in respect of all the plots/units in the Project with such persons and on such terms & conditions as the said attorney may think fit and proper but subject to the conditions contained in the said Agreement.
21. To determine, negotiate, finalise and modify the terms & conditions of the booking and agreement to sell/lease deeds of all the plots/units in the Project including the terms related to the consequences of delay, levy of interest, interest rates on delay of payment by the prospective buyer(s), waiving off of such interest, cancellation of booking, re-allotment of all the plots/units in the Project and to initiate and defend any legal proceedings against and by the buyer(s) in the Project, at Developer's sole discretion and without any interference from me or any person claiming under my authority.
22. To accept any/all advances/monies/consideration or other payments in respect of all the plots/units in the Project in its own name i.e. Developer's name on such terms and for such consideration as the said Attorney may think fit and proper and to do all things necessary in relation thereto.
23. To sell and dispose off all or any of the plots/units in the Project on such terms and for such consideration as the said Attorney may think fit and proper and to do all things necessary in relation thereto.
24. To present the documents for registration and admit the execution of such documents before the appropriate authority.
25. To deal with all the plots/units in the Project in any manner whatsoever, the said Attorneys may deem fit and to do all acts, deed and things incidental, ancillary and necessary in respect of such dealings/ transactions.




RTI अहमद

For Ashapura Buildcon Ltd.
 Director



Presentation Endorsement

आज दिनांक 14 माह 08 सन् 2023 को 05:45 PM बजे
श्री/श्रीमती/सुश्री SMT KAMLI पुत्र/पुत्री/पत्नि श्री SHRI LUMBARAM JI
उम्र 54 वर्ष, जाति 0-MEGHWAL, व्यवसाय Housewife
निवासी House No.:00, Colony: UCHIYARDA, Area: UCHIYARDA, City:
JODHPUR, Pin code: 342027, District: JODHPUR, State:
RAJASTHAN

ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।



प्रस्तुतकर्ता
202301054021526

In any other case

हस्ताक्षर उपपंजीयक,
JODHPUR-IV

उप पंजीयक (चतुर्थ)

जोधपुर

Fees Receipt Endorsement

रसीद नं.	202302054021706
दिनांक	14-08-2023
पंजीयन शुल्क ₹	500
प्रतिलिपि शुल्क ₹	0
पृष्ठांकन शुल्क ₹	200
अन्य शुल्क ₹	0
कमी स्टाम्प शुल्क ₹	100
कमी सरचार्ज शुल्क ₹	30
कुल योग	830

202301054021526

In any other case

Mode of Payment (#Mode Number Amount #)

e-Gras Challan 79466886 ₹ 700 #
Stamp BR240136 ₹ 130

उप पंजीयक, JODHPUR-IV

उप पंजीयक (चतुर्थ)
जोधपुर



Presentation Endorsement

आज दिनांक 14 माह 08 सन् 2023 को 05:45 PM बजे
श्री/श्रीमती/सुश्री SMT KAMLI पुत्र/पुत्री/पत्नि श्री SHRI LUMBARAM JI
उम्र 54 वर्ष, जाति 0-MEGHWAL, व्यवसाय Housewife
निवासी House No.:00, Colony: UCHIYARDA, Area: UCHIYARDA, City:
JODHPUR, Pin code: 342027, District: JODHPUR, State:
RAJASTHAN

ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।



प्रस्तुतकर्ता
54021526

In any other case

हस्ताक्षर उप पंजीयक,
JODHPUR-IV

उप पंजीयक (चतुर्थ)

जोधपुर

Fees Receipt Endorsement

रसीद नं.	202302054021706
दिनांक	14-08-2023
पंजीयन शुल्क ₹	500
प्रतिलिपि शुल्क ₹	0
पृष्ठांकन शुल्क ₹	200
अन्य शुल्क ₹	0
कमी स्टाम्प शुल्क ₹	100
कमी सरचार्ज शुल्क ₹	30
कुल योग	830

202301054021526

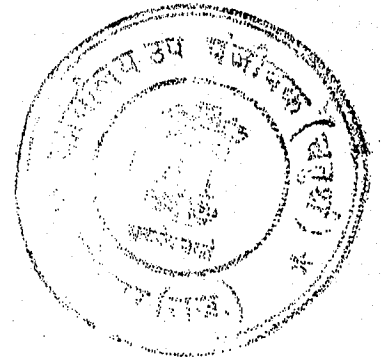
In any other case

Mode of Payment (#Mode Number Amount #)

e-Gras Challan 79466886 ₹ 700 #
Stamp BR240136 ₹ 130

उप पंजीयक, JODHPUR-IV

उप पंजीयक (चतुर्थ)
जोधपुर

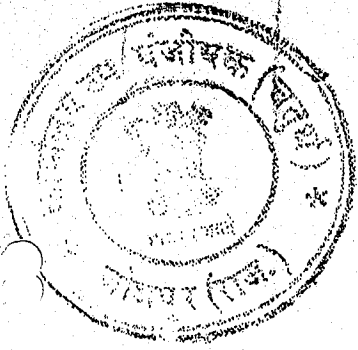


26. To do all other acts, deeds and things that is incidental or ancillary to or necessary in respect of the above mentioned in accordance with the said Agreement.
27. To substitute and appoint one or more attorney or attorneys under him/them, from time to time, for all or any of the purposes aforesaid and at his pleasure to displace and remove them as he shall see the occasion.
28. GENERALLY TO DO AND PERFORM all acts, deeds, matters and things incidental or ancillary to and/or necessary for:
- a) all or any of the purposes aforesaid,
 - b) giving full effect to the authorities, herein before contained as full and effectually as I myself could do and
 - c) the development of the Project upon the Project Land in accordance with the Agreement.
 - d) the sale/disposal of all the plots/units in the Project in accordance with the Agreement.
29. To do all other acts, deeds and things that is incidental or ancillary to or necessary in respect of the above mentioned and for the development of the Project upon the Project Land in accordance with the Agreement and to perform the obligations under the Agreement.

D. That all terms and conditions of the Agreement, to the extent applicable, shall form part of this Power of Attorney. In this Power of Attorney, the Possession of the Land is not transferred. This Power of Attorney is revocable.

E. AND that I hereby agree from time to time and at all times hereafter to ratify and confirm whatsoever the said Attorney (or his lawful attorney or attorneys to be by him appointed as aforesaid) shall lawfully do or cause to be done by virtue of this Power of Attorney.

.....9.


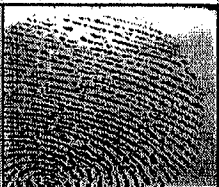



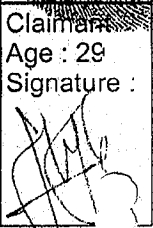


ATI कमल

Ashapurna Buildcon Ltd.
Director



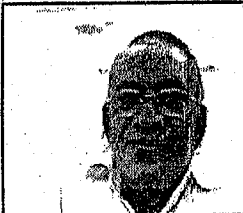
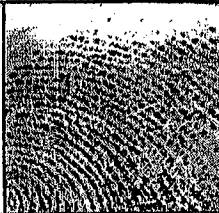
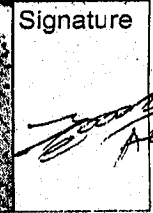
Endorsement of Execution

अनु क्र.	पक्षकारों का नाम व पता	छायाचित्र	अंगूठा	पक्षकारों का प्रकार
1	श्री/श्रीमती/सुश्री SMT KAMLI , पुत्र/पुत्री/पति श्री SHRI LLMBARAM JI , व्यवसाय Housewifeजाति 0-MEGHWAL House No.:00, Colony: UCHIYARDA, Area: UCHIYARDA, City: JODHPUR , Pin code: 342027, District: JODHPUR, State: RAJASTHAN			Executant Age : 54 Signature : 
2	श्री/श्रीमती/सुश्री M/S ASHAPURNA BUILDCON LIMITED TH HARSHVARDHAN SINGH , पुत्र/पुत्री/पति श्री SHRI KARAN SINGH JI , व्यवसाय Businessजाति 0-RAJPUT House No.:00, Colony: UCHIYARDA, Area: UCHIYARDA, City: JODHPUR, Pin code: 342027, District: JODHPUR, State: RAJASTHAN			Claimant Age : 29 Signature : 

ने लेख्यपत्र In any other case को पढ़ सुन व समझकर निष्पादन करना स्वीकार किया ।

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

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

अनु क्र.	गवाहों का नाम व पता	छायाचित्र	अंगूठा	हस्ताक्षर Signature
1	Name: श्री/श्रीमती/सुश्री D L RATHI , पुत्र/पुत्री/पति श्री ADVOCATE जाति MAHESHWARI Age: 68 Add: House No.:00, Colony: RHC, Area: RHC, City: JODHPUR, Pin code: 342006, District: JODHPUR, State: RAJASTHAN			

202301054021526

उप पंजीयक, JODHPUR-IV

In any other case

उप पंजीयक (चतुर्थ)
जोधपुर



IN WITNESS WHEREOF I, Mrs. Kamli W/o Shri Lumbaram Ji Bycaste Meghwal
R/o Meghwalo Ka Bas, Uchiyarda, Jodhpur (Rajasthan)-342027 have set my
hands this 14th day of August, 2023.

Signed, Sealed and delivered by the within named



RTI कमली

Mrs. Kamli

for Ashapurna Builders Ltd.

Director

(Attorney)



WITNESSES;

1. सोहनराम श/0 लुम्बाराम जी जारि मेघवाल निवासी
गांव. उचियारडा तहसीला जोधपुर (राज.)
सोहन



देवेन्द्र सिंह श/0 प्रहलाद सिंह जी जारि- राजपुर
निवासी ग्राम: रावनिथाना पिपडा. २४२. जोधपुर

Dingla



Registration Endorsement

आज दिनांक 14/08/2023 को
पुस्तक संख्या 4 जिल्द संख्या 12 में
पृष्ठ संख्या 24 क्रम संख्या 202303054400582 पर पंजीबद्ध किया गया तथा
अतिरिक्त पुस्तक संख्या 4 जिल्द संख्या 23 के
पृष्ठ संख्या 266 से 279 पर चस्पा किया गया।

202301054021526

In any other case

उप पंजीयक, JODHPUR-IV

उप पंजीयक (चतुर्थ)

जोधपुर



Schedule-A

Description of Schedule-A Land

The Party of the First Part jointly purchased parcel of land admeasuring 13 Bigha 18 Bishwa corresponding to Khasra No. 27 situated at Village Jhalamand Tehsil & District Jodhpur with Mrs. Geeta and Mrs. Bebi, from Mr. Mahendra Saraswat S/o Mr. Shammudutt Saraswat Bycaste Brahmin Resident of Pal Road, Jodhpur General Power of Attorney Holder of Smt. Savita W/o Shri Hakaram Ji Bycaste Meghwal Resident of Village Pal Tehsil and District Jodhpur Dated 20.12.2005. The Saleded was duly registered in the office of Sub-Registrar-III, Jodhpur on 10.1.2006 at Book No. 1 Vol. No. 52 Page No. 169 Serial No. 2006000165. After Purchase of the said Land, the Parties entered their name in the revenue record. Thereafter the parties, with mutual consent, divided the land of their purchase and occupied the land that came in our respective parts, the details of which are as follows:-

Participant -


1. Mrs. Geeta and Mrs. Bebi - Out of the said 13 Bigha 18 Bishwa land, the area of the north side - 9 Bigha 5 Bishwa 6.75 Biswashi Land.
2. Mrs. Kamli - Out of the said 13 Bigha 18 Bishwa land, the area of the south side - 4 Bigha 12 Bishwa 13.25 Biswanshi Land.

As per the above mutually agreed divdation, the parties are in possession of the land which has come in their respective shares and the Party of the First Part filled mutation of 4 Bigha 12 Bishwa 13.25 Biswanshi Land & New Khasra No. 27/1 was marked in the revenue record. Thereafter, the Party of the First Part became the absolute Khatedar of the Said Land.



RTI कमली

For Ashapura Buildcon Ltd.

 Director



रा ख न 761 में से

र 113 ख 01-14 बिस्वा

ख 01-14 बिस्वा

ख 01-14 बिस्वा

ख 01-14 बिस्वा

ख 01-14 बिस्वा

ख 01-14 बिस्वा

02 बिस्वा

6 ख 01-14 बिस्वा की बिस्वा

ख न 761 में से

8 ख 01-14 बिस्वा

49 ख 01-10 बिस्वा की

से अशोक कुमार म न 2826 ख 01-07 बिस्वा

01-06 बिस्वा

01-06 बिस्वा

01-06 बिस्वा

01-06 बिस्वा

रा म विस्वा की बिस्वा की ख 01-09 बिस्वा

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जमाबन्दा

जमाबन्दी गांव : झालामण्ड
तहसील : जोधपुर
सम्मत : 2058 - 2061
क्षेत्रफल : क्षेत्रफल बीघा-बिस्वा में

पटवार क्षेत्र : झालामण्ड
जिला : जोधपुर
वास्तविक सम्वत : 2058

मू. अभिलेख निर्देशक क्षेत्रजोधपुर
दिनांक : 9/1/2004

पृष्ठ नं. 26
पृष्ठ नं. 187

Version

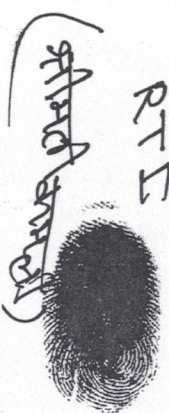
खेवट(खतोनी)		भूमि धारक का नाम	काश्तकार का नाम, पिता जाति तथा निवास स्थान के पता सहित तथा कृषि काल	खसरा न.	क्षेत्रफल	भूमि वर्गीकरण	सिंचाई के साधन	बेय लगात		नामान्तरकरण आवेश न. तथा तारीख	भूमि ब्योरा जिस के पक्ष भूमि अन्तर्गत हो	टिप्पणियाँ
नया	पुराना							बर	रकम			
1	2	3	4	5	6	7	8	9	10	11	12	13

सही फोटो प्रतिलिपि

P-35 क्रमांक 165 दिनांक 15-07-19

पटवारी, झालामण्ड

कुल खसरा = 2			कुल क्षेत्रफल = 26-11		भूमि प्रकार के अनुसार क्षेत्रफल बाराही II 26-11		14.5				
481	राज. सरकार	मांगीलाल कानाराम बेवाराम पि. पोकराम जाति मांवी सा. बेह खातेवार	27	64-18	बाराही I 64-18	36.50	म. नं 995 के अनुसार		1. नामा-स. 5485 दि. 26-5-15 विरसत हवर्क मांगीलाल जाति के		
कुल खसरा = 1			कुल क्षेत्रफल = 64-18		भूमि प्रकार के अनुसार क्षेत्रफल बाराही I 64-18		36.5		म. नं 995 के अनुसार		
487	राज. सरकार	मांगीलाल गोपाराम पि. हुक्माराम जाति कुहार सा. बेह खातेवार	29-5/2	8-16	बाराही I 8-16	नामा-स. 5485 दि. 26-5-15 विरसत हवर्क मांगीलाल जाति के	म. नं 1249 के अनुसार		म. नं 995 के अनुसार		
कुल खसरा = 2			कुल क्षेत्रफल = 29-09		भूमि प्रकार के अनुसार क्षेत्रफल बाराही I 29-09		16.6				
474	राज. सरकार	मांगीलाल पि. कानाराम जाति बिस्वा सा. मांगीलाल	124/1	1-15	बाराही I 1-15	नामा-स. 5556 दि. 12-07-12 के अनुसार विस्वा	म. नं 995 के अनुसार		म. नं 995 के अनुसार		
कुल खसरा = 1			कुल क्षेत्रफल = 1-15		भूमि प्रकार के अनुसार क्षेत्रफल बाराही I 1-15		1				
476	राज. सरकार	मांगीलाल पि. कानाराम जाति बिस्वा सा. मांगीलाल	700	7-17	बाराही I 7-17	नामा-स. 5541 दि. 20-7-15 रसम - मरेवाचन के विस्वा	म. नं 995 के अनुसार		म. नं 995 के अनुसार		





कार्यालय जाधपुर विकास प्राधिकरण, जाधपुर

राज्य सरकार के समक्ष प्रस्तावित जाधपुर - 767001

आवक: जाधपुर विकास प्राधिकरण में भू-उपयोग, जाधपुर, पञ्जाब-141001, भारत

3

प्रकरण संख्या-101765

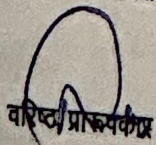
एफ टी एस संख्या-116705

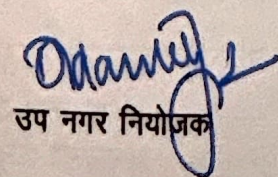
प्राधिकरण की ले-आऊट प्लान समिति की /2023 की बैठक दिनांक मे रखे जाने हेतु जोन-2 के प्रकरण का एजेण्डा नोट :-

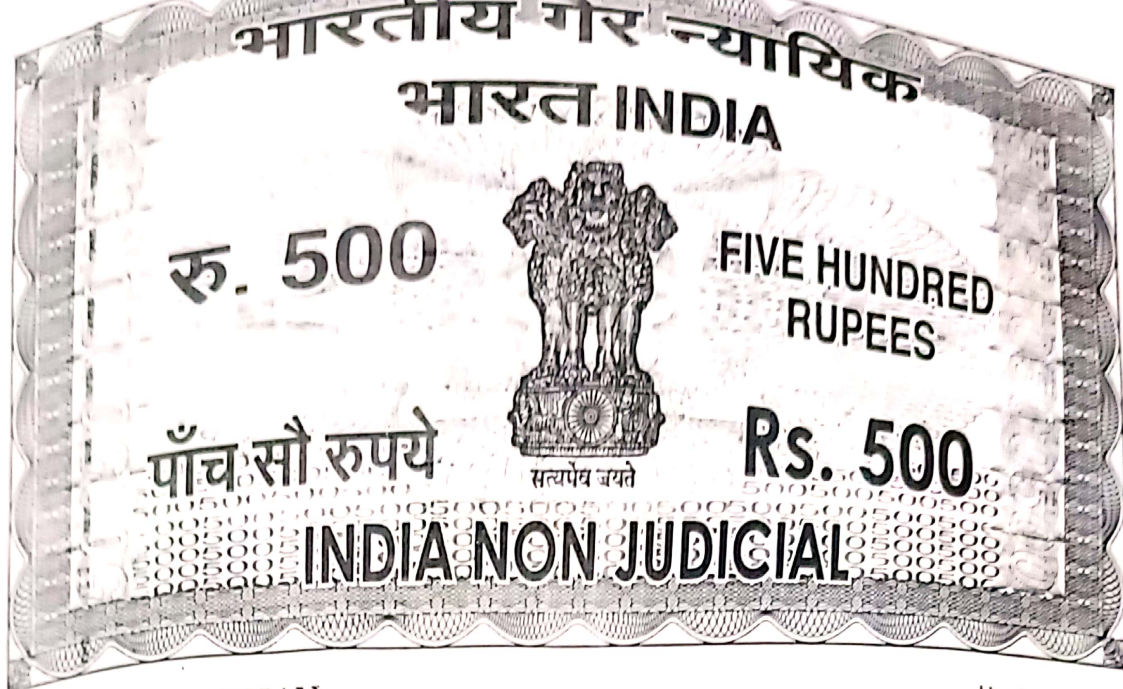
1.	आयोजना शाखा में प्राप्ति क्रमांक/दिनांक	51/21.02.2024 राजकाज पत्रावली		
2.	आवेदक का नाम	श्रीमती कमली पत्नी श्री लूम्बाराम		
3.	राजस्व ग्राम	झालामण्ड		
4.	खसरा संख्या	27/1		
5.	आवेदित भूमि का क्षेत्रफल (वर्गमीटर में)	7499.92 वर्गमीटर		
6.	i. मास्टर/जोनल डवलपमेंट प्लान 2031 के अनुसार भू-उपयोग	आवासीय		
	ii. आवेदित भू-उपयोग मास्टर/जोनल प्लान अनुसार अनुज्ञेय है अथवा नहीं	अनुज्ञेय है		
	iii. जोनल डवलपमेंट प्लान की प्रस्तावित सड़क से प्रभावित है अथवा नहीं	जोनल डवलपमेंट प्लान की 24 मीटर सड़कों से प्रभावित है।		
7.	प्राप्ति द्वारा चाहा गया उपयोग	आवासीय योजना		
8.	आवेदित भूमि का न्यूनतम 100 मीटर का सर्वे प्लान	पत्रावली के पृष्ठ संख्या 18 पर संलग्न है।		
9.	आवेदक द्वारा प्रस्तुत गूगल प्लान की प्रमाणित प्रति (Coordinate सहित)	पत्रावली के पृष्ठ संख्या 20 पर संलग्न है।		
10.	सहायक नगर नियोजक/प्रारूपकार द्वारा पार्ट लेण्ड-यूज प्लान की प्रमाणित प्रति	पत्रावली के पृष्ठ संख्या - पर संलग्न है।		
11.	प्रस्तावित ले-आऊट प्लान की प्रति (आवेदक व तकनीकीविज्ञ द्वारा प्रमाणित)	पत्रावली के पृष्ठ संख्या 16 पर संलग्न है। (आवेदक व तकनीकीविज्ञ द्वारा प्रमाणित नहीं)		
12.	जोन चैकलिस्ट की प्रति	पत्रावली के पृष्ठ संख्या 31-33 पर संलग्न है।		
13.	राजस्व तहसीलदार की रिपोर्ट	पत्रावली के पृष्ठ संख्या 27-28 पर संलग्न है।		
14.	प्राधिकरण तहसीलदार की रिपोर्ट	पत्रावली के पृष्ठ संख्या 25 पर संलग्न है।		
15.	तकनीकीविद/आर्किटेक्ट का विवरण व शपथ पत्र	कुमावत सर्वे एण्ड प्लानिंग		
16.	ले-आऊट प्लान का प्रकार	आवासीय योजना		
		2 हेक्टेयर से कम 2-10 हेक्टेयर 10 हेक्टेयर से अधिक		
17.	सहायक नगर नियोजक/प्रारूपकार द्वारा किए गए क्षेत्र विश्लेषण/मानदण्ड आदि का विवरण	राजकाज पत्रावली पर संलग्न है।		
18.	प्रस्तुत ले-आऊट प्लान का क्षेत्र विश्लेषण			
क्र. सं.	विश्लेषण बिन्दू	नियमानुसार मानदण्ड	ले-आऊट प्लान में प्रदर्शित	टिप्पणी
A.	योजना ले-आऊट प्लान में दर्शित कुल क्षेत्रफल	निर्धारित नहीं है	7499.92 वर्गमीटर	अनुज्ञेय है
B.	जमाबन्दी अनुसार क्षेत्रफल (जोन चैक लिस्ट अनुसार)	7499.92 वर्गमीटर	7499.92 वर्गमीटर	अनुज्ञेय है
C.	क्षेत्रफल	अधिकतम 60 प्रतिशत	44.31 प्रतिशत	अनुज्ञेय है
D.	ई.डब्ल्यू.एस./एल.आई.जी. एच. क्षेत्र	2 हे० से अधिक क्षेत्रफल की योजनाओं हेतु आवश्यक	-	-

E.	वाणिज्यिक क्षेत्र	2 हे० से अधिक क्षेत्रफल की योजनाओं हेतु आवश्यक		
F.	सुविधा क्षेत्र	(2 हे० से कम क्षेत्रफल की योजनाओं हेतु आवश्यक नहीं) MT, SWM का प्रावधान आवश्यक है।	01.02 प्रतिशत	अनुज्ञेय है
G.	पार्क/खुला क्षेत्र/वृक्षारोपण	न्यूनतम 5 प्रतिशत	05.03 प्रतिशत	अनुज्ञेय है
H.	पहुच मार्ग की चौड़ाई	राज्य सरकार की अधिसूचना दिनांक 10.08.2020 अनुसार 12 मीटर	80 फीट	अनुज्ञेय है
19.	ले-आऊट प्लान अनुमोदन के संबंध में प्राप्त आपत्तियों पर टिप्पणी		जोन चैक लिस्ट अनुसार कोई आपत्ति प्राप्त नहीं हुयी है	
20.	यदि पूर्व में उक्त प्रकरण ले-आऊट प्लान समिति में रखा गया है तो बैठक दिनांक एवं विवरण अंकित करें साथ ही बैठक कार्यवाही विवरण भी संलग्न करें।		नहीं	
21.	प्रकरण के तथ्य : 1. आवेदित भूमि का भू-उपयोग मास्टर डवलपमेंट प्लान अनुसार आवासीय प्रयोजनार्थ आरक्षित है। मास्टर प्लान की आवासीय प्रयोजनार्थ डीसीआर अनुसार 40 फीट सड़क व अधिक मार्गाधिकार पर 2 हे० क्षेत्रफल तक की आवासीय योजना अनुज्ञेय है। 2. जोन चैकलिस्ट अनुसार तहसीलदार-जोविप्रा एवं राजस्व तहसीलदार की रिपोर्ट अनुसार पहुंच मार्ग मौका अनुसार 40 फीट एवं रेकॉर्ड अनुसार दर्ज नहीं है। आवेदित भूमि को प्राधिकरण द्वारा पूर्व में अनुमोदित योजना खसरा संख्या 27 में से जोनल डवलपमेंट प्लान की 80 फीट प्रस्तावित सड़क से पहुंच मार्ग उपलब्ध हो रहा है। 3. जोनल डवलपमेंट प्लान अनुसार उक्त सड़क का मार्गाधिकार 24 मीटर (80') प्रस्तावित है। 4. प्रश्नगत भूमि का 90/क का आदेश दिनांक 15.01.2024 को जारी किया जा चुका है। (प्रति पृष्ठ संख्या 30 पर संलग्न) 5. जोन चैकलिस्ट अनुसार आवेदित भूमि में से एचटी लाईन गुजर रही है व भूमि में मौके पर मुटाम लगे हुए हैं। यद्यपि 90 क कि ऑनलाईन पत्रावली में प्राप्त कनिष्ठ अभियन्ता की रिपोर्ट के अनुसार आवेद भूमि में एलटी लाईन गुजर रही है।			
22.	प्रकरण में अनुशंसा की जाती है। हाँ/ना ?		हां	
23.	यदि बिन्दु संख्या 22 में ना है, तो उक्त का विवरण			

उपर्युक्तानुसार प्रस्तुत ले-आऊट प्लान का तकनीकी दृष्टि से परीक्षण कर लिया गया है एवं ले-आऊट प्लान समिति के समक्ष प्रकरण विचारार्थ/निर्णयार्थ प्रस्तुत है।


वरिष्ठ प्रमुख


उप नगर नियोजक



राजस्थान RAJASTHAN

U 669402

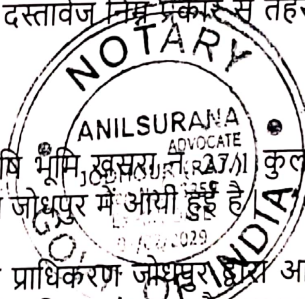
रहन नामा (Mortgage Deed)

रहन नामा एक लिख देती हूँ कमली पत्नी श्री लुम्बा राम निवासी शिकारगढ़ जोधपुर शपथ पूर्वक बयान करती हूँ कि जिन्हे आगे इस दस्तावेज में प्रथम पक्षकार के नाम से सम्बोधित किया जायेगा।

बहक

सचिव जोधपुर विकास प्राधिकरण जोधपुर जिन्हे आगे इस दस्तावेज में द्वितीय पक्षकार के नाम से सम्बोधित किया जावेगा के पक्ष में यह दस्तावेज निम्न प्रकार से तहरीरी कर देता हु कि :-

1. यह है की प्रथम पक्षकारान की खरीद सुदा कृषि भूमि, खसरा नं. 27/11 कुल रकबा 04-12-13 ¼ बीघा ग्राम झालामण्ड तहसील व जिला जोधपुर में आयी हुई है।
2. यह है की उक्त कृषि भूमि का जोधपुर विकास प्राधिकरण जोधपुर द्वारा आवासीय प्रयोजनार्थ ले-आउट दिनांक 01.03.24 को अनुमोदित किया जा चुका है तथा 90-A की कार्यवाही दिनांक 15.01.24 को पूर्ण हो चुकी है।



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कनिष्ठ सहायक
जोधपुर विकास प्राधिकरण

कमली



नाम मुद्राक विक्रेता श्रीमती पूर्णिमा मुराणा अनुक्रमा संख्या 17/जोधपुर शहर/2020
 रजि. क्रम संख्या 2370 दि. 9/11/24. मुद्रांक वैधता संख्या 5001/-
 मुद्रांक क्रेता का नाम कमली सिंह/पति का नाम पुष्पा राम
 पता शिक्षारगढ़, जोधपुर
 प्रयोजन रहननामा
 (हस्ते क्रय को दशा में द ले जा रहा हूँ) जयबर्द्धन सिंह
 क्रेता/हस्ते के हस्ताक्षर [Signature] विक्रेता के हस्ताक्षर [Signature]
 प्रत्यक्ष स्थान:- जयवन्त कॉलेज, नैन (विपक्ष में पत्त, रातानाड़ा रोड) जोधपुर

राजस्थान स्टाम्प अधिनियम 1998 के अन्तर्गत स्टाम्प राशि पर प्रयोजित आदिभार	
1. आधारभूत अयसंरचना सुविधाओं हेतु (धारा 3-क) - 10% राशि	500/-
2. गाय और जलवायु संरक्षण और संवर्धन हेतु (धारा 3-ख) प्रयोजित आय-आवधिक एवं नकद निमित्त आयदाओं के विभाजन हेतु 20% राशि	100/-
कुल योग	150
हस्ताक्षर स्टाम्प वेण्डर	

3. यह है की टाउनशिप पॉलिसी में निर्धारित मापदंडों के अनुरूप आंतरिककार्य के बाबत 12.5 प्रतिशत भूमि द्वितीय पक्षकार के पास रहन रखे जाने है इस आवासीय कॉलोनी में आंतरिक विकास कार्य टाउनशिप पॉलिसी 2010 एक्ट के नियम 12 के अधीन उक्त विकास करने के लिए प्रतिबंध हु अन्यथा नियमानुसार पेनल्टी भुगतान को तैयार हु उक्त समयवधि में आंतरिक विकास नहीं करने पर भूखंडो को विक्रय हेतु प्राधिकरण अधिकृत होगा।

4. यह है की उक्त खसरा न. 27/1 के अनुमोदित ले -आउट प्लान में से 12.5 प्रतिशत भूखंड का विवरण निम्न है

क्र सं	भूखंड संख्या	भूखंडो का क्षेत्रफल
1	17	205.33
2	18	291.07
	कुल क्षेत्रफल	496.40

5. यह है की उपरोक्त वर्णित सारणी के भूखंडो को हम प्रथम पक्षकार टाउनशिप पॉलिसी या निर्धारित मापदंडों के अनुरूप आंतरिक विकास कार्य के बाद 12.5 % भूखंडो के अंतर्गत द्वितीय पक्षकार के पास रहन रख रहे है।

6. यह की उक्त भूखंडो को आंतरिक विकास कार्य पूर्ण करने की अवधि तक के लिए रहन रखा गया है। जो आंतरिक विकास कार्य पूर्ण होने के पश्चात द्वितीय पक्षकार नियुक्त कर्मचारी की रिपोर्ट के पश्चात द्वितीय पक्षकार रहन मुक्त कर सकेंगे तत्पश्चात 12.5 % भूखंडो के पट्टे प्रथम पक्षकार प्राप्त करने के अधिकार होंगे।

7. लिहाजा ये रहनामा प्रथम पक्षकार द्वितीय पक्षकार के हक में राजी खुशी अकल होशियारी से बिना नशे पते और बिना किसी दबाव को सह कर सुनकर निष्पादित कर दिया गया है। जो लिखे माफिक सही है व सच है तथा तबले अरुत काम आवे।

कमली

हस्ताक्षर प्रथम पक्षकार

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साख:01 साख लिख देता हु की में जयवर्द्धन सिंह भारती पुत्र श्री
श्री सिंह जी जाति राजपूत निवासी
ग्राम: साँतवाड़ा खुर्द ने प्रथम पक्षकार के कहने से लिख दी है जो सही है। Jaiyay Bhatti

साख:02 साख लिख देता हु की में राजेश सिंह पुत्र श्री
भा.भा.दा.दा.दा. जाति च.रा.रा. निवासी न.रा.रा.
सा.रा.रा.रा.रा.रा. ने प्रथम पक्षकार के कहने से लिख दी है जो सही है। ECH



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