Authority Letter

We, Tulcharam and Luna Ram the Landowners of Proposed Scheme "Aarti Green City Sector-B" situated at Khasra No. 186/3 (New Khasra No 186/5) Village- Nandra Kallan, District Jodhpur 342015, (Rajasthan) authorize Mr Jabraram Chawda to apply and execute for RERA Registration, Letter of authority, Declarations and Affidavits with RERA except Agreement for Sale as same has to be executed By Jabraram Chawda and Prem Lata Both.

Tulcha Ram

L TOM BIZIND

Landowner

Luna Ram

(मुनाग्राम

Land owner

Jabraram Chawda

J4XIXIA

(Promoter)

Prem Lata

चैमलता

(Other Promoter)

Declaration

In reference to our project "<u>Aarti Green City Sector-B"</u> situated atKhasra No. 186/3 (New Khasra No. 186/5), Village-Nandra Kallan, District-Jodhpur, 342015,(Rajasthan),I Jabraram Chawda, Promoter of the proposed project - "Aarti Green City" Sector-Bsolemnly declare that Architect- Gautam Sharma, Engineer-Sanjay Yadav and CA-Mudit Agarwal are finalized, However the Contractor, Real Estate Agent, Plumbing Consultant and other consultants (if any) for our project "<u>Aarti Green City Sector-B"</u> are under process and yet to be finalized. We shall submit the said details before completion of project or by way of Project Profile Modification.

Jabraram Chawda

ज्यवरारा म

Declaration

It is hereby declared that I Jabraram Chawda, Promoter of the proposed project - "Aarti Green City Sector-B"situated at Khasra No.186/3 (New Khasra No. 186/5), Village-Nandra Kallan, District-Jodhpur, 342015, (Rajasthan).

NOC require/not require from the concern Authority is as follows: -

1 Airport NOC: Not Applicable

2. NOCfor Fire: Not Applicable.

- 3. Permission of Water supply: Not Available, Currently, source of water supply would be Bore well/Tube well. However, in future will apply for the same to concerned Authority and will be submitted to RERA Authority before completion of project or by way of Project Profile Modification.
- 4. Environment NOC: Not Applicable

Jabraram Chawda

MUXIXIM

FORM 'A' [See rule 3 (2)]

APPLICATION FOR REGISTRATION OF PROJECT .

To

The Real Estate Regulatory Authority Rajasthan, Jaipur

Sir,

I/We hereby apply for the grant of registration of my/our project to be set up at Khasra No. 186/3 (New Khasra No. 186/5), Village-Nandra Kallan, District-Jodhpur, 342015, (Rajasthan).

- 1. The requisite particulars are as under: -
- (i) Status of the applicant, whether individual / company / proprietorship firm / societies / partnership firm / competent authority;
- (ii) In case of individual Individual
 - (a) Name- Jabraram Chawda
 - (b) Father's Name- Hastiram Chawda
 - (c) Occupation- Real Estate
 - (d) Permanent address- Khiyasariya, Jodhpur, 342025, (Rajasthan)
 - (e) Photograph-
 - (f) Contact Details- 123daiya456@gmail.com and 9588970305

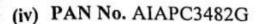
OR

In case of firm / societies / trust / companies / limited liability partnership / competent authority —

- (a) Name:
- (b) Address:
- (c) Copy of registration certificate:
- (d) Main objects:
- (e) Contact Details-
- (iii) Name, photograph and address of chairman of the governing body / partners / directors etc.:

MONINY

a) JABRARAM CHAWDA Khiyasariya, Jodhpur, 342025-Rajasthan





- (v) Name and address of the bank or banker with which account in terms of section 4 (2)(1)(D) of the Act will be maintained Affidavit along with Bank Statements Attached in Bank Details Tab
- (vi) Details of project land held by the applicant "Aarti Green City Sector-B" situated at Khasra No. 186/3 (New Khasra No. 186/5), Village-Nandra Kallan, District-Jodhpur, 342015, (Rajasthan).
- (vii) Brief details of the projects launched by the promoter in the last five years, whether already completed or being developed, as the case may be, including the current status of the said projects, any delay in its completion, details of cases pending, details of type of land and payments pending etc.
 NA
- (viii) Agency to take up external development works Self Development
- (ix) Registration fee by way of online payment dated <u>04-08-2024</u> .transaction ID RERA-TRANS-<u>4572</u> for an amount of Rs.152160/- calculated as per sub-rule (3) of rule 3;
- (x) Any other information the applicant may like to furnish. No
- I/we enclose the following documents in triplicate, namely:-
 - (i) authenticated copy of the PAN card of the promoter; Attached in Promoter Profile
 - (ii) Audited balance sheet of the promoter for the preceding financial year;
 ITR is Attached

- (iii) copy of the legal title deed reflecting the title of the promoter to the land on which development is proposed to be developed along with legally valid documents with authentication of such title, if such land is owned by another person; Attached in Legal Document Tab
- (iv) the details of encumbrances on the land on which development is proposed including any rights, title, interest or name of any party in or over such land along with details; Attached in Legal Document Tab
- (v) where the promoter is not the owner of the land on which development is proposed details of the consent of the owner of the land along with a copy of the collaboration agreement, development agreement, joint development agreement or any other agreement, as the case may be, entered into between the promoter and such owner and copies of title and other documents reflecting the title of such owner on the land proposed to be developed; Not Applicable
- (vi) Authenticated copy of Approvals and commencement certificate (wherever required under local law) from the competent authority obtained in accordance with the law as may be applicable for real estate project mentioned in the application, and where project is proposed to be developed in phases, an authenticated copy of the Approvals and commencement certificate (wherever required under local law) from the competent authority for each of such phases Attached
- (vii) the sanctioned plan, layout plan and specifications of the proposed project or the phase thereof, and the whole project as sanctioned by the competent authority; Attached in Approval Document Tab
- (viii)the plan of development works to be executed in the proposed project and the proposed facilities to be provided thereof including fire-fighting facilities, drinking water facilities, solid and liquid waste management, emergency evacuation services, use of renewable energy; Declaration Attached in Other Approval Tab
- (ix) the location details of the project, with clear demarcation of land dedicated for the project along with its boundaries including the latitude and longitude of the end points of the project; Google Map is Attached in common document tab

- (x) proforma of the allotment letter, agreement for sale, and the conveyance deed proposed to be signed with the allottee; Attached in Legal Document Tab
- (xi) the number, type and the carpet area of apartments for sale in the project exclusive of the area of balcony, verandah, open terrace and other common areas, if any, details of which have to be furnished separately; Attached in Apartment Type Details
- (xii) the number and areas of covered parking available in the project; Not Applicable
- (xiii) the number of open parking areas available in the project; Not Applicable
- (xiv) the number and areas for garage for sale in the project; Not Applicable
- (xv) the names, addresses, phone numbers, email ids and registration details of real estate agents, if any, for the proposed project;

 Declaration Attached
- (xvi)the names, addresses, phone numbers, email ids and registration details of the contractors, architects, structural engineers, site engineers, project management consultants, HAVC consultants and Geo Technical Engineers, if any and other professionals or key persons, if any associated with the development of the proposed project; Mentioned in Project Professional Details

(xvii)a declaration in FORM 'B'. Attached in Legal Document Tab

3. I/we enclose the following additional documents and information regarding ongoing projects ,as required under rule 4 of the Rajasthan Real Estate (Regulation and Development) Rules,2017 and other provisions of the Act,

Rules and regulations made hereunder namely:-

- (i)
- (ii)
- (iii)
- 4. I/We solemnly affirm and declare that the particulars given in herein are correct to my /our knowledge and belief.

Yours faithfully,

Janly

Signature and seal of the applicant(s)

Date 28-11-2024

Place Jodhpur



राजस्थान RAJASTHAN

DECLARATION

Affidavit cum Declaration by Jabraram Chawda, Promoter of the proposed project- "Aarti Green City Sector-B".

I, Jabraram Chawda, S/o Hastiram Chawda Aged 41, R/O - Khiyasariya, Jodhpur, 342025, (Rajasthan), do hereby solemnly declare, undertake and state as under: -

1. That our project named "Aarti Green City Sector-B" situated at Khasra No. 186/3 (New Khasra No. 186/5), Village-Nandra Kallan, District-Jodhpur, 342015, (Rajasthan), is a new project.

That we have not accepted any Bookings/advance Payment from the allottee towards the booking of the Plots till date of signing this declaration and even will not take till the time we get our RERA registration.

- That we have not done any marketing or any other promotions for the project "Aarti Green City Sector-B" till date of signing this declaration and even will not do till the time we get our RERA registration
- That if any contradiction arises in the future, Promoter-Jabraram Chawda, will be responsible for the same.

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Deponent

Verification

I, Jabraram Chawda, S/o Hastiram Chawda Aged 41, R/O - Khiyasariya, Jodhpur, 342025,(Rajasthan), do hereby verify that the contents in Para no. 1 to 4 of my above affidavits are rue and correct and nothing material has been concealed by me there from.

sig Sworn Before Me by. Who is Identified by. Co.

अवराराम Deponent

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Declaration

In reference to our project "Aarti Green City Sector-B" situated at Khasra No. 186/3 (New

Khasra No. 186/5), Village-Nandra Kallan, District-Jodhpur, 342015, (Rajasthan), I Jabraram

Chawda, Promoter of the proposed project - "Aarti Green City Sector-B" solemnly declare

that no criminal case is pending against Promoter and against Other Promoter and we have

not been convicted in any criminal case in the past.

There is no litigation pending against the land/project in any court.

GREICIA

Jabraram Chawda

ENCUMBRANCE DETAILS

Date 02-11-2024

This is to certify that there is no encumbrance on the project Land having a total land area of 17657 Sq. Yards In the name of "Aarti Green City Sector-B" situated at Khasra No. 186/3 (New Khasra No. 186/5), Village-Nandra Kallan, District-Jodhpur, 342015, (Rajasthan). The Promoter has not taken any loan from any Bank, Non-Banking Financial Company or any other Financial Institution on the project land.

Gracisin

Jabraram Chawda

Declaration

No action, suit or proceeding, litigation before any arbitrator or any governmental authority shall have been commenced against land, and no action, suit or proceeding, litigation and investigation by any governmental authority shall have been pending against Promoter Jabraram Chawdafor the Project named "Aarti Green City Sector-B" situated at Khasra No. 186/3 (New Khasra No. 186/5), Village-Nandra Kallan, District-Jodhpur, 342015, (Rajasthan).

Jabraram Chawda

51941417

Date of filing: 31-Jul-2024* Acknowledgement Number:331097950310724 INDIAN INCOME TAX RETURN ACKNOWLEDGEMENT Assessment [Where the data of the Return of Income in Form ITR-1(SAHAJ), ITR-2, ITR-3, ITR-4(SUGAM), ITR-5, ITR-6, ITR-7 Year filed and verified] 2024-25 (Please see Rule 12 of the Income-tax Rules, 1962) PAN AIAPC3482G Name JABRARAM CHAWDA KHIYARSRIYASETRAWA, Jodhpur, JODHPUR, 27-Rajasthan, 91-INDIA, 342006 Address Status Individual Form Number ITR-4 Filed u/s 139(1)-On or before due date 331097950310724 e-Filing Acknowledgement Number Current Year business loss, if any 1 n Total Income 2 6,46,630 **Taxable Income and Tax Details** 3 0 Book Profit under MAT, where applicable Adjusted Total Income under AMT, where applicable 4 0 Net tax payable 5 0 6 0 Interest and Fee Payable 7 Total tax, interest and Fee payable 0 Taxes Paid 8 0 (+) Tax Payable /(-) Refundable (7-8) 9 0 and Tax Detail Accreted Income as per section 115TD 10 0 Additional Tax payable u/s 115TD 11 0 Interest payable u/s 115TE 12 0 Accreted Income Additional Tax and interest payable 13 0 Tax and interest paid 14 0

Income Tax Return electronically transmitted on 31-Jul-2024 21:33:49 from IP address 117.98.88.149 and verified by _____ JABRARAM CHAWDA ____ having PAN ____ AIAPC3482G ___ o n ____ 04-Aug-2024 using paper ITR-Verification Form /Electronic Verification Code _____TGV9ZDIUSI ____ generated through Aadhaar OTP mode

System Generated

(+) Tax Payable /(-) Refundable (13-14)

Barcode/QR Code



AIAPC3482G043310979503107243a3466a7a66d4cdb86a35efe6803074e6ab13d1a

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DO NOT SEND THIS ACKNOWLEDGEMENT TO CPC, BENGALURU

^{*}If the return is verified after 30 days of transmission of return data electronically, then date of verification will be considered as date of filing the return (Notification No.05 of 2022 dated 29-07-2022 issued by the DGIT (Systems), CBDT)."

Name of Assessee	JABRARAM CHAWDA
Father's Name	HASTIRAM CHAWDA

 Status
 Individual
 Assessment Year
 2024-2025

 Ward
 ITO-W-1(1) ,JU
 Year Ended
 31.03.2024

 PAN
 AIAPC3482G
 Date of Birth
 10/12/1982

Residential Status Resident Sex Male

Filing Status Original

Computation of Total Income

Income from Business/Profession Net surplus		685,770
Income From Capital Gains		
Income From other sources Bank Interest Any other		-
Gross Total Income		685,770
Less: Deductions U/s 80C,CCC,CCD Tax saving Investments U/s 80 D Mediclaim	39,140	
Other 80G, 80E, 80U		39,140
Net Total Income		646,630
Rounded of Income		646,630
Tax on Normal Income Rebate u/s 87 A Tax after rebate Add: education Cess	646,630	19,663 19,663 - -
Total Tax Liability TDS Advance Tax Self assesment Tax		-
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Name: JABRARAM CHAWDA

Date: 31/07/2024
Place: Jodhpur

Tax Payable/ (refund)



राजस्थान RAJASTHAN

BS 706623

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made on the 28th day of November, 2024 between:

PARTIES TO THE MEMORANDUM OF UNDERSTANDING

Shri Jabraram Chawda son of Shri. Hasti Ram aged about 42 years, R/o Khiyasariya, Jodhpur, Rajasthan-342025 power of attorney holder of Shri Tulcharam Son of Shri Ranchodram aged about 75 years, R/o Basni Bainda Kharda Randhir, Jodhpur and power of attorney holder of Shri Luna Ram Son of Shri Babulal aged about 36 years, R/o Guruo Ka Bas, Jajiwala Kallan, Tehsil and District Jodhpur. [hereinafter referred to as party to the "FIRST PART" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor(s) and permitted assign(s)].

Shri Tulcharam executed a Power of Attorney dated 08.08.2022 in favour of Shri Jabraram Chawda and Smt. Premlata for land admeasuring 4 Bigha 8 Biswa of Khasra No. 186/3 (now Khasra No. 186/5). Village-Nandra Kallan, Tehsil and District-Jodhpur, Rajasthan and the said power of attorney dated 08.08.2022 was registered in the office of Sub Registrar, Jodhpur-V on 08.08.2022 at Book No. 4, Volume No. 1, Page No. 157 at Sr. No. 202203254400044 and its copy is pasted at Additional Book No. 4, Volume No. 2, Page No. 561 to 568.

NOTARY, JODHPUR

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<u> भिलता</u>

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Shri Luna Ram executed a Power of Attorney dated 01.07.2024 in favour of Shri Jabraram Chawda and Smt. Premlata for land admeasuring 5 Bigha out of 9.08 Bigha of Khasra No. 186/5, Village-Nandra Kallan, Tehsil and District-Jodhpur, Rajasthan and the said power of attorney dated 08.08.2022 was registered in the office of Sub Registrar, Jodhpur-III on 01.07.2024 at Book No. 4, Volume No. 20, Page No. 53 at Sr. No. 202403053101441 and its copy is pasted at Additional Book No. 4, Volume No. 39, Page No. 839 to 856.

AND

Smt. Premlata, wife of Shri Jabraram Chawda aged about 40 years, R/o Rajiv Nagar-A Sector, Mahamandir Near Teesri Pol, Jodhpur power of attorney holder of Shri Tulcharam Son of Shri Ranchodram aged about 75 years, R/o Basni Baida Kharda Randhir, Jodhpur and power of attorney holder of Shri Luna Ram Son of Shri Babulal aged about 36 years, R/o Guruo Ka Bas, Jajiwala Kallan, Tehsil and District Jodhpur. [hereinafter referred to as party to the "SECOND PART" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successor(s) and permitted assign(s)].

Shri Tulcharam executed a Power of Attorney dated 08.08.2022 in favour of Shri Jabraram Chawda and Smt. Premlata for land admeasuring 4 Bigha 8 Biswa of Khasra No. 186/3 (now Khasra No. 186/5). Village-Nandra Kallan, Tehsil and District-Jodhpur, Rajasthan and the said power of attorney dated 08.08.2022 was registered in the office of Sub Registrar, Jodhpur-V on 08.08.2022 at Book No. 4, Volume No. 1, Page No. 157 at Sr. No. 202203254400044 and its copy is pasted at Additional Book No. 4, Volume No. 2, Page No. 561 to 568.

Shri Luna Ram executed a Power of Attorney dated 01.07.2024 in favour of Shri Jabraram Chawda and Smt. Premlata for land admeasuring 5 Bigha out of 9.08 Bigha of Khasra No. 186/5, Village-Nandra Kallan, Tehsil and District-Jodhpur, Rajasthan and the said power of attorney dated 08.08.2022 was registered in the office of Sub Registrar, Jodhpur-III on 01.07.2024 at Book No. 4, Volume No. 20, Page No. 53 at Sr. No. 202403053101441 and its copy is pasted at Additional Book No. 4, Volume No. 39, Page No. 839 to 856.

Parties to this MOU hereinafter shall be individually referred to as "Party" and jointly referred to as "Parties" -

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WHEREAS:-

- The land Khasra No. 186/3 (New Khasra No. 186/5), Village-Nandra Kallan, Tehsil and District-Jodhpur, Rajasthan admeasuring 15215.6 Sq. Mtr. (9.08 Bigha) is jointly owned by Shri Tulcharam and Shri Luna Ram.
- That the Jodhpur Development Authority, Jodhpur vide Order dated 07.10.2022 bearing no. LU2012/JOD/2022-23/101430 was passed under Section 90-A of Rajasthan Land Revenue Act, 1956.
- That the Mutation in the name of Jodhpur Development Authority, Jodhpur was opened evident from Jamabandi.
- Shri Tulcharam executed a Power of Attorney dated 08.08.2022 in favour of Shri Jabraram Chawda and Smt. Premlata for land admeasuring 4 Bigha 8 Biswa of Khasra No. 186/3 (New Khasra No. 186/5), Village-Nandra Kallan, Tehsil and District-Jodhpur, Rajasthan and the said power of attorney dated 08.08.2022 was registered in the office of Sub Registrar, Jodhpur-V on 08.08.2022 at Book No. 4, Volume No. 1, Page No. 157 at Sr. No. 202203254400044 and its copy is pasted at Additional Book No. 4, Volume No. 2, Page No. 561 to 568.
- Shri Tulcharam and Smt. Dheli Devi applied for approval of map from Jodhpur Development Authority, Jodhpur. Accordingly, Jodhpur Development Authority, Jodhpur vide letter dated 07.12.2022 bearing no. एफ-37/जੇडੀए/लੇ-आउट प्लान/2022/4957 in favour of Shri Tulcharam and Smt. Dheli Devi.

Thereafter, Smt. Dheli Devi through its power of attorney holder Smt. Pushpa Devi sold her share of land admeasuring 5 bigha of Khasra No. 186/3 (New Khasra No. 186/5), Village-Nandra Kallan, Tehsil and District-Jodhpur, Rajasthan to Shri Luna Ram vide Sale Deed dated 12.02.2024 and the said Sale Deed dated 12.02.2024 was registered in the office of Sub Registrar, Jodhpur-III on 12.02.2024 at Book No. 1, Volume No. 1288, Page No. 8 at Sr. No. 202403053101441 and its copy is pasted at Additional Book No. 1, Volume No. 5145, Page No. 709 to 727.

• Shri Luna Ram executed a Power of Attorney dated 01.07.2024 in favour of Shri Jabraram Chawda and Smt. Premlata for land admeasuring 5 Bigha out of 9.08 Bigha of Khasra No. 186/3 (New Khasra No. 186/5), Village-Nandra Kallan, Tehsil and District-Jodhpur, Rajasthan and the said power of attorney dated 08.08.2022 was registered in the office of Sub Registrar, Jodhpur-III on 01.07.2024 at Book No. 4, Volume No. 20, Page No. 53 at Sr. No.

NOTARY, JODHPUR

अवशरीभ

<u> भिलता</u>

202403053101441 and its copy is pasted at Additional Book No. 4, Volume No. 39, Page No. 839 to 856.

- o. एफ-49/90-क/जोन-01/2024 was issued in favour of Shri Tulcharam and Shri Luna Ram through their power of attorney holder Shri Jabraram Chawda, wherein it was clarified that the land bearing Khasra No. 186/3 is now Khasra No. 186/5, admeasuring 9.08 Biswa for which 90-A order was passed on 07.10.2022 and maps were approved in BPC meeting dated 06.12.2022. Further, Jodhpur Development Authority, Jodhpur mortgaged 12.5% plots bearing no. 57 to 61, 67 to 69, 80 to 82, 87 and 88, total 13 plots admeasuring 1328.25 Sq. Yards.
- Jodhpur Development Authority, Jodhpur vide letter dated 25.11.2024 bearing no. एफ-49/90-क/जोन-01/2024/101 was issued in favour of Shri Tulcharam and Shri Luna Ram through their power of attorney holder Shri Jabraram Chawda and Smt. Premlata for land admeasuring 5 Bigha out of 9.08 Bigha of Khasra No. 186/3 (New Khasra No. 186/5), Village-Nandra Kallan, Tehsil and District-Jodhpur, Rajasthan wherein validity of Maps have been extended upto 06.06.2026.
- The parties to this Memorandum of Understanding are engaged in the business of real estate.
- The party to the FIRST PART and SECOND PART being awarded with the power of sale of plots including issuance of allotment letter, execution of agreement for sale etc. and registration of the Real Estate Project before Rajasthan Real Estate Regulatory Authority by owner of the land Shri Tulcharam and Shri Luna Ram.

However, the parties to this Memorandum due to having equal power in terms of registration of the project with Rajasthan Real Estate Regulatory Authority. Therefore, to set out rights and responsibilities in terms of registration of the project, the Memorandum sets out the initial relationship between the parties as well as their respective rights and responsibilities of each party.

• Each Party is respectively expected to act in good faith in accordance with this Memorandum.

NOTARY, JODHPUR

4 अक्रायाभ

<u> चेमलता</u>

NOW THEREFORE IN CONSIDERATION OF: the premises and mutual covenants set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

The parties intend to investigate the prospect of working together and to actually work together on a Residential Plotted Project "Aarti Green City Sector B" (hereinafter referred to as "The Project").

"Aarti Green City Sector B" is a plotted development approved from Jodhpur Development Authority, Jodhpur vide Letter dated 24.03.2022 bearing no. एफ-37/जेडीए/ले-आउट प्लान/2022/4957 approved the map for the project "Aarti Green City Sector B" for Khasra No. 186/3 (Now Khasra No. 186/5). Village-Nandra Kallan, Tehsil and District-Jodhpur, Rajasthan admeasuring 15215.6 Sq. Mtr. and Letter dated 01.08.2024 bearing no. एफ-49/90-क/जोन-01/2024 was issued in favour of Shri Tulcharam and Shri Luna Ram through their power of attorney Shri Jabraram Chawda, wherein it was clarified that the land bearing Khasra No. 186/3 is now Khasra No. 186/5 admeasuring 9.08 Biswa for which 90-A order was passed on 07.10.2022 and maps were approved in BPC meeting dated 06.12.2022. Further, Jodhpur Development Authority, Jodhpur mortgaged 12.5% plots bearing no. 57 to 61, 67 to 69, 80 to 82, 87 and 88, total 13 plots admeasuring 1328.25 Sq. Yards. Thereafter, Jodhpur Development Authority, Jodhpur vide letter dated 25.11.2024 bearing no. एफ-49/90-क/जोन-01/2024/101 was issued in favour of Shri Tulcharam and Shri Luna Ram through their power of attorney holder Shri Jabraram Chawda and Smt. Premlata for land admeasuring 5 Bigha out of 9.08 Bigha of Khasra No. 186/3 (New Khasra No. 186/5), Village-Nandra Kallan, Tehsil and District-Jodhpur, Rajasthan wherein validity of Maps have been extended upto 06.06.2026.

Now all the parties to this MOU, planned to develop the land together by joint efforts and funds and sale of residential plots over there. For this they have already obtained the required approvals and permission from the local authority. Now the project needs to be register before sale or any marketing or advertisement or before entering into any agreement for sale of any plot in the Project. So all Parties decided to draw a Memorandum of Understanding for this purpose.

Party to the First Part and Second Part is already with the power of sale of plots including issuance of allotment letter, execution of agreement for sale etc. and registration of the Real Estate Project before Rajasthan Real Estate Regulatory Authority. However, parties to this Memorandum cannot become promoters of project. Therefore, their mutually decided to execute the present Memorandum for

SOTARY, JODHPUR

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<u> चेमलता</u>

registration of the project "Aarti Green City Sector B" before Rajasthan Real Estate Regulatory Authority.

So all the Parties come up with the following conditions, roles, and responsibilities & acknowledge and agreed that the terms of this Memorandum are intended to the legally binding on them:

- Party to the First Part is to be treated as promoter of the project for RERA purpose and party to the Second Part, shall be treated as other Promoter with other land owners of the project.
- Party to the First Part and Second Part mutually decide that the party to the
 First Part shall apply for RERA Registration of the project and its
 compliances. However, shall jointly execute agreement for sale submitted
 before RERA at the time of registration of proposed project.
- That the parties to this MOU have divided their share in the ratio of 50:50 in the project and accordingly shared the profits of this MOU.
- That the Parties to this MOU will jointly enter into Agreement for Sale with the buyer of the Plot and go for registry and for other legal formalities.
- That the Party to the Second Part has given irrevocable and unconditional consent to the Party to the First Part to open a bank account as per the provisions of Real Estate (Regulation and Development) Act, 2016 and rules and regulations made thereunder and will be liable for its operations and compliances.

All the day to day affairs including marketing and selling and work related with the development of the land shall be done jointly by parties to this Memorandum.

If there is any dispute arises under RERA, both the parties shall be jointly and severally liable for the same.

- All the parties will act in good faith and will use their best endeavors to sale the plots in the project as soon as possible and in the best possible manner.
- All the parties agree to cooperate in the spirit of mutual understanding and goodwill in order to develop the parties relationship with one another and in order to pursue the purpose.

NOTARY, JODHPUR

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- Any change, alteration, amendment, modification to this MOU must be in writing and signed by authorized representatives of all the Parties.
- Any dispute arises out of this MOU shall, as far as possible, be settled amicably between the Parties hereto failing which the following shall apply: The Court at Jodhpur shall have exclusively jurisdiction over any dispute, differences or claims arising out of this MOU.

This MOU constitutes the entire agreement and understanding of the Parties with respect to the project "Aarti Green City Sector B" and supersedes any and all prior negotiations, correspondence, agreements, understanding, duties or obligations between the parties with respect to the Project.

This MOU and all issues arising out of the same shall be construed in accordance with laws of India.

IN WITNESS WHEREOF THE PARTIES HAVE SET THEIR RESPECTIVE HANDS TO THIS MEMORANDUM ON THE _____

FOR FIRST PART

JABRARAM CHAWDA POA HOLDER TULCHARAM AND LUNA RAM

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FOR SECOND PART

PREMLATA POA HOLDER TULCHARAM AND LUNA RAM

WITNESSES:

1.

2.