

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

Fee Receipt

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

Print Date : 31-01-2020 1:11 PM

Fee Receipt No	: 202002053001210	Receipt Date	: 31/01/2020
Name	: ADV D.L.RATHI, ADV D.L.RATHI	Document S. No.	: 202001053001218
Address	: RHC JODHPUR		
Document Type	: Inspection And Search		
Face Value	: ₹ 0	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	: ₹ 450
Us_25_34	: ₹ 0	Commission	: ₹ 0
Custody	: ₹	Others	: ₹ 0
		Cash Amount Received	: ₹ 0
		Other than Cash	: ₹ 450
From Year 2012 To Year 2020		Total Amount	: ₹ 450

Mode of Payment (#Mode Number Amount #)

e-Gras Challan 37315399 ₹ 450

Signature of presenter or applicant for copy or Search certificate

Cashier

Signature of recipient and date of return receipt

SUB-REGISTRAR

For ASHAPURNA BUILDCON LIMITED

Auth. Signatory

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

Fee Receipt

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

Print Date : 31-01-2020 4:07 PM

Fee Receipt No	: 202002254001499	Receipt Date	: 31/01/2020
Name	: ADV D.L.RATHI, SELF	Document S. No.	: 202001254001489
Address	: JODHPUR		
Document Type	: Inspection And Search		
Face Value	: ₹ 0	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	: ₹ 200
Us_25_34	: ₹ 0	Commission	: ₹ 0
Custody	: ₹	Others	: ₹ 0
		Cash Amount Received	: ₹ 0
		Other than Cash	: ₹ 200
From Year 2008 To Year 2011		Total Amount	: ₹ 200

Mode of Payment (#Mode Number Amount #)

e-Gras Challan 37315526 ₹ 200

Signature of presenter or applicant for copy or Search certificate

Cashier

Signature of recipient and date of return receipt

SUB-REGISTRAR

For ASHAPURNA BUILDCON LIMITED

Auth. Signatory

डी. एल. राठी

एम.कॉम. एल.एल.बी.

एडवोकेट

राजस्थान उच्च न्यायालय

निवास } 2
ऑफिस } 513258

2-A, सनसिटी गैस के सामने
शिव रोड़, रातानाड़ा, जोधपुर

दिनांक... 05.02.2020

TO WHOMSOEVER IT MAY CONCERN

SUB:- Legal opinion of documents in respect of Marketability, Mortgage ability and Clarity of the title deeds of Agricultural Land Khasra No. 37/1 measuring 6 Bigha 16 Bishwa situated at Village Jhalamand Tehsil & District Jodhpur.

Dear Sir,

In pursuance of the above referred subject matter, I have inspected below mentioned 'documents' related to the Agricultural Land Khasra No. 37/1 measuring 6 Bigha 16 Bishwa situated at Village Jhalamand Tehsil & District Jodhpur and 'records' as available in the office of 'D.I.G. Stamps & Registration, Jodhpur' and 'Sub-Registrar (IIIrd), Jodhpur' for the period of 2008 to 2020 (i.e. Last 13 years) on 31.01.2020.

DOCUMENTS

That the following documents were produced before me by Smt. Dhepi Devi W/o Shri Pusharam Ji R/o 101, Near Ramdev Colony, Jalore :-

1. Original Sale Deed dated 12.12.2012 executed by Mr. Kana Ram and other in favour of Smt. Dhepi Devi.
2. Copy of Mutation.
3. Copy of Jamabandi.
4. Copy of Khatoni Bandowasat.

Brief History of Khasra No. 37/1

After examination of the above mentioned documents, I found that the Land of Khasra No. 37/1 is the part of Khasra No. 37 Village Jhalamand Tehsil & District Jodhpur.

.....2.

For ASHAPURNA BUILDCON LIMITED


Auth. Signatory

डी. एल. राठी

एम.कॉम., एल.एल.बी.
एडवोकेट
राजस्थान उच्च न्यायालय

निवास } 2
ऑफिस } 513258

2-A, सनसिटी गैस के सामने
शिव रोड, रातानाड़ा, जोधपुर

दिनांक.....

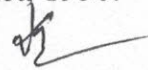
- 2 -

At the time of Settlement (Khatoni Bandowasat – Samvat 2011) the land of Khasra No. 37 measuring 17 Bigha 11 Bishwa was the Khatedari Land of Mr. Hukma S/o Shri Pira Ji Bycaste Bhambhi. After the Death of Mr. Hukma @ Hukma Ram, his legal heir entered their name in the Revenue Record and Later on, the land of Khasra No. 37 measuring 6 Bigha 16 Bishwa came in the share of Mr. Teja Ram S/o Mr. Hukma Ram Ji.

Mr. Teja Ram was died. After the Death of Mr. Teja Ram, his legal heir – wife Smt. Gawari, five sons Mr. Kanaram, Ratnaram, Bansilal, Ranchore Ram, Prabhu Ram and one daughter Mrs. Daku Devi entered their name in the Revenue Record. Thereafter Smt. Gawari and Prabhu Ram was died. After the Death of Smt. Gawari and Prabhu Ram, their legal heirs - Mr. Kanaram, Ratnaram, Bansilal, Ranchore Ram S/o late Shri Tejaram Ji, Smt. Daku Devi D/o late Shri Tejaram Ji, Smt. Pepa @ Pepli @ Phambu Devi W/o late Shri Prabhu Ram Ji, Kewal Ram, Jagdish S/o late Shri Prabhu Ram Ji, Smt. Indra, Sukhi Devi D/o late Shri Prabhu Ram Ji entered their name in the Revenue Record.

Mr. Kanaram, Ratnaram, Bansilal, Ranchore Ram S/o late Shri Tejaram Ji, Smt. Daku Devi W/o late Shri Tejaram Ji, Smt. Pepa @ Pepli @ Phambu Devi W/o late Shri Prabhu Ram Ji, Kewal Ram, Jagdish S/o late Shri Prabhu Ram Ji, Smt. Indra, Sukhi Devi D/o late Shri Prabhu Ram Ji Bycaste Bhambhi all residents of Ram Nagar, Village Jhalamand Tehsil & District Jodhpur sold the 6 Bigha 16 Bishwa Land of Khasra No. 37 to Smt. Dhepi Devi dated 12.12.2012. The Sale Deed was duly registered in the office of Sub-Registrar (IIIRD) Jodhpur dated 12.12.2012 vide Book No. Ist Zild No. 545 Page No. 25 Serial No. 2012018335. After purchase of the said Land, Smt. Dhepi Devi entered her name in the revenue record and got tarmim of 6 Bigha Land & New Khasra No. 37/1 was marked in the revenue record. Thereafter, Smt. Dhepi Devi became the absolute Khatedar of Khasra No. 37/1 measuring 6 Bigha 16 Bishwa Land situated at Village Jhalamand Tehsil & District Jodhpur.

Further, Smt. Dhepi Devi applied for Residential Conversion of the above mentioned land under Mukhyamantri Jan awas Yojana & done all proceeding relating to Section 90-A of Rajasthan Land Revenue Act, 1956.



.....3.

For ASHAPURNA BUILDCON LIMITED


Auth. Signatory

डी. एल. राठी

एम. कॉम., एल. एल. बी.
एडवोकेट
राजस्थान उच्च न्यायालय

निवास } 2
ऑफिस } 513258

2-A, सनसिटी गैस के सामने
शिव रोड़, रातानाड़ा, जोधपुर

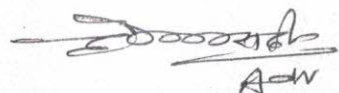
दिनांक.....

- 3 -

Further, Smt. Dhepi Devi executed a Development Agreement for development of the said land in favour of M/s Ashapurna Buildcon Limited. The Development Agreement was duly registered in the office of Sub-Registrar (IVth) Jodhpur dated 27.06.2019 vide Book No. Ist Zild No. 226 Page No. 20 Serial No. 201903054101334 and also executed a General Power of Attoreny of the said land in favour of M/s Ashapurna Buildcon Limited. The Power of Attorney was duly registered in the office of Sub-Registrar (IVth) Jodhpur dated 27.06.2019 vide Book No. 4 Zild No. 3 Page No. 124 Serial No. 201903054400034.

Conclusion

After making necessary search on the basis of the documents furnished and inspection, I, D.L.Rathi, Advocate reached the following conclusion that Smt. Dhepi Devi has clear and marketable title over the said Land Khasra No. 37/1 measuring 6 Bigha 16 Bishwa situated at Village Jhalamand Tehsil & District Jodhpur. In my opinion the above-mentioned Land is marketable, clear, mortgageable and free from all encumbrances.



(D.L.RATHI)

D.L. RATHI

Advocate

Raj High Court, Jodhpur

Enclosure:

1. Receipt of D.I.G. Stamps and Registration, Jodhpur for Search Charges dated 31.01.2020.
2. Receipt of Sub-Registrar (IIIrd), Jodhpur for Search Charges dated 31.01.2020.

For ASHAPURNA BUILDCON LIMITED


Auth. Signatory

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

Fee Receipt
Appendix I-Form No. 9 (Rule 75 & 131) Print Date : 21-01-2020 6:07 PM

Fee Receipt No	: 202002053000807	Receipt Date	: 21/01/2020
Name	: D.L.RATHI ADVOCATE D.L.RATHI ADVOCATE	Document S. No.	: 202001053000813
Address	: RHC JODHPUR		
Document Type	: Inspection And Search		
Face Value	: ₹ 0	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	: ₹ 450
Us_25_34	: ₹ 0	Commission	: ₹ 0
Custody	: ₹	Others	: ₹ 0
		Cash Amount Received	: ₹ 0
		Other than Cash	: ₹ 450
		Total Amount	: ₹ 450

From Year 2012 To Year 2020

Mode of Payment (#Mode Number Amount #)

e-Gras Challan 37048270 ₹ 450

Signature of presenter or applicant for
copy or Search certificate

Cashier

Signature of recipient
and date of return receipt

SUB-REGISTRAR



For Ashapurna Builders Ltd.

Auth. Signatory

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

Fee Receipt
Appendix I-Form No. 9 (Rule 75 & 131) Print Date : 22-01-2020 2:00 PM

Fee Receipt No	: 202002254000881	Receipt Date	: 22/01/2020
Name	: D.L.RATHI ADVOCATE D.L.RATHI ADVOCATE	Document S. No.	: 202001254000878
Address	: RHC JODHPUR		
Document Type	: Inspection And Search		
Face Value	: ₹ 0	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	: ₹ 200
Us_25_34	: ₹ 0	Commission	: ₹ 0
Custody	: ₹	Others	: ₹ 0
		Cash Amount Received	: ₹ 0
		Other than Cash	: ₹ 200
From Year 2008 To Year 2011		Total Amount	: ₹ 200

Mode of Payment (#Mode Number Amount #)

e-Gras Challan 37048326 ₹ 200

Signature of presenter or applicant for
copy or Search certificate

Cashier



Signature of recipient
and date of return receipt

SUB-REGISTRAR (Rajm.)

उप पंजीयक (राजम.)
जोधपुर

For Ashapurna Buildcon Ltd.

Auth. Signatory

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डी. एल. राठी

एम.कॉम. एल.एल.बी.
एडवोकेट
राजस्थान उच्च न्यायालय

निवास 2
ऑफिस 513258

2-A, सनसिटी गैस के सामने
शिव रोड़, रतानाड़ा, जोधपुर

दिनांक 25.01.2020

TO WHOMSOEVER IT MAY CONCERN

SUB:- Legal opinion of documents in respect of Marketability, Mortgage ability and Clarity of the title deeds of Agricultural Land Khasra No. 34 Min. measuring 1 Bigha 15 Bishwa, Khasra No. 37 Min. measuring 1 Bigha 5 Bishwa & Khasra No. 37/2 measuring 6 Bigha 15 Bishwa Total 3 Khasra Total Land measuring 9 Bigha 15 Bishwa situated at Village Jhalamand Tehsil & District Jodhpur.

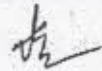
Dear Sir,

In pursuance of the above referred subject matter, I have inspected below mentioned 'documents' related to the Agricultural Land Khasra No. 34 Min. measuring 1 Bigha 15 Bishwa, Khasra No. 37 Min. measuring 1 Bigha 5 Bishwa & Khasra No. 37/2 measuring 6 Bigha 15 Bishwa Total 3 Khasra Total Land measuring 9 Bigha 15 Bishwa situated at Village Jhalamand Tehsil & District Jodhpur and 'records' as available in the office of 'D.I.G. Stamps & Registration, Jodhpur' and 'Sub-Registrar (IIIrd), Jodhpur' for the period of 2008 to 2020 (i.e. Last 13 years) on 21.01.2020 & 22.01.2020.

DOCUMENTS

That the following documents were produced before me by Mr. Chena Ram S/o Shri Dhanna Ram Ji R/o Village Uchiyada Tehsil and District Jodhpur :-

1. Original Will dated 26.8.2013 executed by Mr. Pusaram in favour of Mr. Chena Ram.
2. Copy of Death Certificate of Mr. Pusa Ram.
3. Original Sale Deed dated 18.12.2012 executed by Mr. Omprakash @ Omaram in favour of Mr. Pusaram.
4. Original Sale Deed dated 29.11.2012 executed by Mr. Shanker Lal in favour of Mr. Pusaram.



.....2.

For Ashapurna Bullacon Ltd.


Auth. Signatory

Scanned by CamScanner

डी. एल. राठी

एम.कॉम., एल.एल.बी.
एडवोकेट
राजस्थान उच्च न्यायालय

निवास } 513258
ऑफिस }

2-A, सनसिटी गैस के सामने
शिव रोड, चतानाड़ा, जोधपुर

दिनांक.....

2

5. Copy of Release Deed dated 11.01.2008 executed by Mr. Mangla Ram and other in favour of Mr. Omprakash.
6. Copy of Mutation.
7. Copy of Jamabandi.
8. Copy of Khatoni Bandowasat.

After examination of the above mentioned documents, I found that the Land of Khasra No. 34 Min. is the part of Khasra No. 34 & the Land of Khasra No. 37 Min. and 37/2 are the part of Khasra No. 37 Village Jhalamand Tehsil & District Jodhpur.

Brief History of Khasra No. 34 Min. and 37 Min.

At the time of Settlement (Khatoni Bandowasat – Samvat 2011) the land of Khasra No. 34 measuring 23 Bigha 2 Bishwa and Khasra No. 37 measuring 17 Bigha 11 Bishwa was the Khatedari Land of Mr. Hukma S/o Shri Pira Ji Bycaste Bhambhi. After the Death of Mr. Hukma alias Hukma Ram, his legal heir entered their name in the Revenue Record and the Land of Khasra No. 34 measuring 4 Bigha and Khasra No. 37/3 measuring 2 Bigha 16 Bishwa came in the share of Mr. Girdhari Ram S/o Mr. Hukma Ram Ji.

Mr. Girdhari Ram was died on 7.2.1988 & Mr. Mangla Ram and other relinquish their legal right in the said land of Khasra No. 34 and 37 in favour of their brother Mr. Omprakash dated 11.01.2008. The Relinquish Deed was duly registered in the office of Sub-Registrar (IIIrd) Jodhpur dated 11.01.2008 vide Book No. Ist Zild No. 146 Page No. 81 Serial No. 2008000281. Thereafter Mr. Omprakash became absolute Khatedar of the said land of Khasra No. 34 measuring 4 Bigha and Khasra No. 37/3 measuring 2 Bigha 16 Bishwa.

Mr. Omprakash sold the 1 Bigha 15 Bishwa Land of Khasra No. 34 and 1 Bigha 5 Bishwa Land of Khasra No. 37 to Mr. Pusa Ram dated 18.12.2012. The Sale Deed was duly registered in the office of Sub-Registrar (IIIrd) Jodhpur dated 18.12.2012 vide Book No. Ist Zild No. 546 Page No. 144 Serial No. 2012018654. After purchase of the said Land, Mr. Pusa Ram entered his name in the Revenue Record & New Khasra No. 34 Min. was marked for the said 1 Bigha 15 Bishwa Land and New Khasra No. 37 Min. was marked for the said 1 Bigha 5 Bishwa Land.

.....3.

For Ashapurna Builders Ltd.

Auth. Signatory

Scanned by CamScanner

डी. एल. राठी

एम.कॉम., एल.एल.बी.
एडवोकेट
राजस्थान उच्च न्यायालय

निवास } 2
ऑफिस } 513258

2-A, सनसिटी गैस के सामने
शिव रोड़, रातानाड़ा, जोधपुर

दिनांक.....

2

5. Copy of Release Deed dated 11.01.2008 executed by Mr. Mangla Ram and other in favour of Mr. Omprakash.
6. Copy of Mutation.
7. Copy of Jamabandi.
8. Copy of Khatoni Bandowasat.

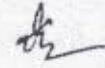
After examination of the above mentioned documents, I found that the Land of Khasra No. 34 Min. is the part of Khasra No. 34 & the Land of Khasra No. 37 Min. and 37/2 are the part of Khasra No. 37 Village Jhalamand Tehsil & District Jodhpur.

Brief History of Khasra No. 34 Min. and 37 Min.

At the time of Settlement (Khatoni Bandowasat – Samvat 2011) the land of Khasra No. 34 measuring 23 Bigha 2 Bishwa and Khasra No. 37 measuring 17 Bigha 11 Bishwa was the Khatedari Land of Mr. Hukma S/o Shri Pira Ji Bycaste Bhambhi. After the Death of Mr. Hukma alias Hukma Ram, his legal heir entered their name in the Revenue Record and the Land of Khasra No. 34 measuring 4 Bigha and Khasra No. 37/3 measuring 2 Bigha 16 Bishwa came in the share of Mr. Girdhari Ram S/o Mr. Hukma Ram Ji.

Mr. Girdhari Ram was died on 7.2.1988 & Mr. Mangla Ram and other relinquish their legal right in the said land of Khasra No. 34 and 37 in favour of their brother Mr. Omprakash dated 11.01.2008. The Relinquish Deed was duly registered in the office of Sub-Registrar (IIIrd) Jodhpur dated 11.01.2008 vide Book No. Ist Zild No. 146 Page No. 81 Serial No. 2008000281. Thereafter Mr. Omprakash became absolute Khatedar of the said land of Khasra No. 34 measuring 4 Bigha and Khasra No. 37/3 measuring 2 Bigha 16 Bishwa.

Mr. Omprakash sold the 1 Bigha 15 Bishwa Land of Khasra No. 34 and 1 Bigha 5 Bishwa Land of Khasra No. 37 to Mr. Pusa Ram dated 18.12.2012. The Sale Deed was duly registered in the office of Sub-Registrar (IIIrd) Jodhpur dated 18.12.2012 vide Book No. Ist Zild No. 546 Page No. 144 Serial No. 2012018654. After purchase of the said Land, Mr. Pusa Ram entered his name in the Revenue Record & New Khasra No. 34 Min. was marked for the said 1 Bigha 15 Bishwa Land and New Khasra No. 37 Min. was marked for the said 1 Bigha 5 Bishwa Land.



.....3.

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For Ashapurna Builders Ltd.


Auth. Signatory

डी. एल. राठी

एम.कॉम., एल.एल.बी.
एडवोकेट
राजस्थान उच्च न्यायालय

निवास } 2513258
ऑफिस }

2-A, सनसिटी गैस के सामने
शिव रोड, यतानाड़ा, जोधपुर

दिनांक.....

3

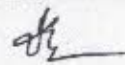
Thereafter Mr. Pusa Ram executed a will of Khasra No. 34 Min. measuring 1 Bigha 15 Bishwa, Khasra No. 37 Min. measuring 1 Bigha 5 Bishwa Land in favour of Mr. Chena Ram dated 26.8.2013. The Will was duly registered in the office of Sub-Registrar (IIIRD) Jodhpur dated 26.08.2013 vide Book No. 3 Zild No. 7 Page No. 137 Serial No. 2013000202. Mr. Pusa Ram was died on 26.02.2019. After the death of Mr. Pusa Ram, Mr. Chena Ram entered his name in the Revenue Record on the basis of the Registered Will.

Brief History of Khasra No. 37/2

At the time of Settlement (Khatoni Bandowasat - Samvat 2011) the land of Khasra No. 34 measuring 23 Bigha 2 Bishwa and Khasra No. 37 measuring 17 Bigha 11 Bishwa was the Khatedari Land of Mr. Hukma S/o Shri Pira Ji Bycaste Bhambhi. After the Death of Mr. Hukma @ Hukma Ram, his legal heir entered their name in the Revenue Record and the Land of Khasra No. 37/2 measuring 6 Bigha 15 Bishwa came in the share of Mr. Narayanram S/o Mr. Hukma Ram Ji.

Mr. Narayanram was died & Mr. Gopal Ram and other relinquish their legal right in the said land of Khasra No. 37/2 in favour of their brother Mr. Shanker Lal dated 07.06.2005 through registered Relinquish Deed. Thereafter Mr. Shanker Lal became absolute Khatedar of the said land of Khasra No. 37/2 measuring 6 Bigha 15 Bishwa.

Mr. Shanker Lal sold the 6 Bigha 15 Bishwa Land of Khasra No. 37/2 to Mr. Pusa Ram dated 29.11.2012. The Sale Deed was duly registered in the office of Sub-Registrar (IIIRD) Jodhpur dated 29.11.2012 vide Book No. Ist Zild No. 540 Page No. 175 Serial No. 2012017485. After purchase of the said Land, Mr. Pusa Ram entered his name in the Revenue Record. Thereafter Mr. Pusa Ram executed a will of Khasra No. 37/2 measuring 6 Bigha 15 Bishwa Land in favour of Mr. Chena Ram dated 26.8.2013. The Will was duly registered in the office of Sub-Registrar (IIIRD) Jodhpur dated 26.08.2013 vide Book No. 3 Zild No. 7 Page No. 137 Serial No. 2013000202. Mr. Pusa Ram was died on 26.02.2019. After the death of Mr. Pusa Ram, Mr. Chena Ram entered his name in the Revenue Record on the basis of the Registered Will.



.....4.

For Ashapurna Builders Ltd.


Auth. Signatory

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डी. एल. राठी

एम.कॉम. एल.एल.बी.
एडवोकेट
राजस्थान उच्च न्यायालय

निवास } 513258
ऑफिस }

2-A, सनसिटी गैस के सामने
शिव रोड, रातानाड़ा, जोधपुर

दिनांक.....

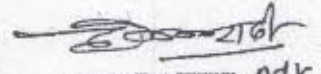
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Conclusion

Mr. Chena Ram became the absolute Khatedar of Khasra No. 34 Min. measuring 1 Bigha 15 Bishwa, Khasra No. 37 Min. measuring 1 Bigha 5 Bishwa & Khasra No. 37/2 measuring 6 Bigha 15 Bishwa Total 3 Khasra Total Land measuring 9 Bigha 15 Bishwa situated at Village Jhalamand Tehsil & District Jodhpur.

Further, Mr. Chena Ram applied for Residential Conversion of the above mentioned land under Mukhyamantri Jan awas Yojana & done all proceeding relating to Section 90-A of Rajasthan Land Revenue Act, 1956.

After making necessary search on the basis of the documents furnished and inspection, I, D.L.Rathi, Advocate reached the following conclusion that Mr. Chena Ram has clear and marketable title over the said Agricultural Land Khasra No. 34 Min. measuring 1 Bigha 15 Bishwa, Khasra No. 37 Min. measuring 1 Bigha 5 Bishwa & Khasra No. 37/2 measuring 6 Bigha 15 Bishwa Total 3 Khasra Total Land measuring 9 Bigha 15 Bishwa situated at Village Jhalamand Tehsil & District Jodhpur. In my opinion the above-mentioned Land is marketable, clear, mortgageable and free from all encumbrances.


(D.L.RATHI) Adv
D.L. RATHI
Advocate
Raj High Court, Jodhpur

Enclosure:

1. Receipt of D.I.G. Stamps and Registration, Jodhpur for Search Charges dated 22.01.2020.
2. Receipt of Sub-Registrar (IIIrd), Jodhpur for Search Charges dated 21.01.2020.

For Ashapurna Builders Ltd.


Auth. Signatory

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Shepi Rev. - Shalekhand

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

Fee Receipt
Appendix I-Form No. 9 (Rule 75 & 131) Print Date : 27-06-2019 6:21 PM

Fee Receipt No	: 201902054002386	Receipt Date	: 27/06/19
Name	: M/S ASHAPURNA BUILDCON LIMITED, JODHPUR TH. HARSHVARDHAN SINGH,	Document S. No.	: 201901054-2480
Address	: 00, UCHIYARDA, JODHPUR, JODHPUR		
Document Type	: Power of Attorney		
Fac : 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	: ₹ 20	Stamp Duty	: ₹ 100
Penalty	: ₹ 0	Inspection fee	: ₹ 0
Us_25_34	: ₹ 0	Commission	: ₹ 0
Custody	: ₹	Others	: ₹ 0
		Cash Amount Received	: ₹ 0
		Other than Cash	: ₹ 820
		Total Amount	: ₹ 820

Mode of Payment (#Mode Number Amount)
e-Gras Challan 31419752 ₹ 700 # Stamp N.A. ₹ 120

Signature of presenter or applicant for
copy or Search certificate

Cashier



Signature of recipient
and date of return receipt

SUB-REGISTRAR

उप मंजीयक (चतुर्थ)
जोधपुर

For Ashapurna Buildcon Ltd.

Auth. Signatory



राजस्थान RAJASTHAN



GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, Smt. Dhepi Devi W/o Shri Pusharam Ji, Age 65 years R/o 101, Near Ramdev Colony, Jalore (Rajasthan) 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:

WHEREAS:

I am the absolute owner of parcel of land admeasuring 6 Bigha 16 Bishwa (13164.80 square yards) corresponding to Khasra No. 37/1 situated at Village Jhalamand Tehsil & District Jodhpur (Rajasthan) (more particularly detailed in Schedule-A attached hereto hereinafter referred to as the "Project Land").

.....2.

For Ashapurna Buiya Ltd.

Auth. Signatory

A. I have entered into a Development Agreement dated th June, 2019 (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 its Director Mr. Harshvardhan Singh S/o Shri Karan Singh Ji Bycaste Rajput Aged 25 years R/o Village Uchiyarda Tehsil & District 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.



डीपी



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.

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, Smt. Dhepi Devi W/o Shri Pusharan Ji F/o 101, Near Ramdev Colony, Jalore hereby nominate/constitute and appoint

.....3.

For Ashapurna Buildcon Ltd.

Auth. Signatory



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.



24



Handwritten signature.



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.

For Ashapurna Buildcon Ltd.

Handwritten signature.
Auth. Signatory

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.

.....5.



Handwritten signature/initials.



Handwritten signature/initials.



For Ashapurna Builders Ltd.

Auth. Signatory

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.



2-पा



Handwritten signature.



For Ashapura Buildcon Ltd.
Auth. Signatory

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 plaints, 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.

.....7.

For Ashapurna Builders Ltd.

Auth. Signatory

Endorsement of Execution

अनु क्र. पक्षकारों का नाम व पता	छायाचित्र	अंगूठा	पक्षकारों का प्रकार
1 श्री/श्रीमती/सुर्ष: SMT. DHEPI DEVI, पुत्र/पुत्री/पति श्री SHRI PUSA RAM JI, व्यवसाय Housewife/जालि SARGARA House No.:101, Colony: ASHAPURNA TOWNSHIP, Area: NEAR RAMDEV COLONY, City: JALORE, Pin code: 343001, District: , State: RAJASTHAN			Executant Age: 65 Signature:
2 श्री/श्रीमती/सुर्षी M/S ASHAPURNA BUILDCON LIMITED, JODHPUR TH. HARSHVARDHAN SINGH, पुत्र/पुत्री/पति श्री SHRI: KARAN SINGH JI, व्यवसाय Business/जालि RAJPUT House No.:00, Colony: UCHIYARDA, Area: UCHIYARDA, City: JODHPUR, Pin code: 342027, District: JODHPUR, State: RAJASTHAN			Claimant Age: 25 Signature:

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

प्रतिफल राशि रु 0/- पूर्व में / मेरे समक्ष / मे 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/सुर्षी KANHA RAM, पुत्र/पुत्री/पति श्री ADVOCATE जालि JAT Age: 40 Add: House No.:00, Colony: RHC, Area: RHC, City: JODHPUR, Pin code: 342006, District: JODHPUR, State: RAJASTHAN			Signature:

201901054002480

In any other case

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

For Ashapurna Buildcon Ltd.
Auth Signatory





20. To sign, execute, enter into, modify, cancel, terminate, alter, draw, and approve agreements to sell in respect of a * 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.

.....8.

For Ashapurna Builders Ltd.

Auth Signatory

Presentation Endorsement

आज दिनांक 27 माह 06 सत् 2019 को 05:50 PM बजे
श्री/श्रीमती/सुश्री SMT. DHEPI DEVI पुत्र/पुत्री/पत्नि श्री SHRI PUSA RAM JI
उम्र 65 वर्ष, जाति SARGARA, व्यवसाय Housewife
निवासी House No.:101, Colony: ASHAPURNA TOWNSHIP, Area:
NEAR RAMDEV COLONY, City: JALORE, Pin code: 343001, District:
State: RAJASTHAN
ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

हस्ताक्षर प्रस्तुतकर्ता
201901054002480

In any other case

हस्ताक्षर उप पंजीयक,
उप पंजीयक (चतुर्थ)
जोधपुर

Fees Receipt Endorsement

रसीद नं.	201902054002386
दिनांक	27-06-2019
पंजीयन शुल्क ₹	500
प्रतिलिपि शुल्क ₹	0
पृष्ठांकन शुल्क ₹	200
अन्य शुल्क ₹	0
कमी स्टाम्प शुल्क ₹	100
कमी सरचार्ज शुल्क ₹	20
कुल योग	820

201901054002480

In any other case

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

For Ashapurna Builders Ltd.

Auth. Signatory



26. To sign on the tripartite agreement to sell, sale deeds for the sale of all the plots/units in the Project with each purchaser on my behalf.
27. 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.
28. 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.
29. 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.
30. 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.

.....9.

For Ashapura Buildcon Ltd.

 Auth. Signatory



GA



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.

IN WITNESS WHEREOF I, Smt. Dhepi Devi W/o Shri Pusharam Ji R/o 101, Near Ramdev Colony, Jalore (Rajasthan) have set my hands this th day of June, 2019.

Signed, Sealed and delivered by the within named



Smt. Dhepi Devi

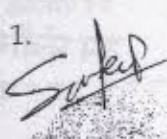
(Attorney)

For Ashapurna Buildcon Ltd.

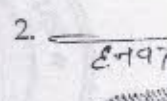
Auth. Signatory

WITNESSES;



1.  संदीप गोयल s/o श्री लखचंद जी
मगरा पूजल, जोधपुर।



2.  हनवत सिंह
हनवत सिंह s/o श्री मदन सिंह जी
गोवं सावलण जला,
तह. रोहट, जिला. पाली



3. सरस्वती पुत्री श्री पुसाराम जी. जाति - सरगरा
निवासी - ग्राम - सराणा तहसील आहोर
जिला - जालौर (राज.) शारब भतानी
देवी देवी के कहने से जाली है।

सरस्वती

For Ashapurna Buildcon Ltd.

Auth. Signatory

Under 54 Endorsement

धारा 54 के तहत प्रमाण-पत्र प्रमाणित किया जाता है कि इस लेख पत्र की मालियत रु 0 मानते हुए इस पर देय कमी मुद्रांक राशि रु 100 पर कमी पंजीयन शुल्क रु 500, सरचार्ज राशि 20 कुल रु 620 रसीद संख्या 201902054002386 दिनांक 27-06-2019 में जमा किये गये हैं।

अतः दस्तावेज को रु 100 के मुद्रांकों पर निष्पादित माना जाता है।

201901054002480

उप पंजीयक, JODHPUR-IV

In any other case

उप पंजीयक (चतुर्थ)
जोधपुर

Registration Endorsement

आज दिनांक 27/06/2019 को
पुस्तक संख्या 4 जिल्द संख्या 3 में
पृष्ठ संख्या 124 क्रम संख्या 201903054400034 पर पंजीबद्ध किया गया तथा
अतिरिक्त पुस्तक संख्या 4 जिल्द संख्या 6 के
पृष्ठ संख्या 269 से 282 पर चस्पा किया गया।

201901054002480

In any other case

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

For Ashapurna Builders Ltd.

Auth. Signatory



Schedule-A
Description of Schedule-A Land

The land admeasuring 6 Bigha 16 Bishwa (13164.80 square yards) corresponding to Khasra No. 37 situated at Village Jhalamand Tehsil & District Jodhpur (Rajasthan) was purchased by the Party of the First Part from Shri Kanaram, Ratnaram, Bansilal, Ranchore Ram S/o late Shri Tejaram Ji, Smt. Daku Devi W/o late Shri Tejaram Ji, Smt. Pepa @ Pepli @ Phambu Devi W/o late Shri Prabhu Ram Ji, Kewal Ram, Jagdish S/o late Shri Prabhu Ram Ji, Smt. Indra, Sukhi Devi D/o late Shri Prabhu Ram Ji Bycaste Bhambi all residents of Ram Nagar, Village Jhalamand Tehsil & District Jodhpur (Rajasthan) vide sale deed dated 12.12.2012, registered with Sub-Registrar-III, Jodhpur on 12.12.2012 at Book No. 1 Vol. No. 545 Page No. 25 Serial No. 2012018335 and Additional Book No. 1 Vol. No. 2173 Page No. 275 to 288. After Purchase the said Land, the Party of the First Part entered her name in the revenue record and got tarmim of 6 Bigha Land & New Khasra No. 37/1 was marked in the revenue record.



For Ashapurna Builders Ltd.

Auth. Signatory

Dhepi Devi - Shalamar

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

Fee Receipt

Appendix I-Form No. 9 (Rule 75 & 131) Print Date : 27-06-2019 6:19 PM

Fee Receipt No	: 201902054002385	Receipt Date	: 27/06/2019
Name	: SMT. DHEPI DEVI	Document S. No.	: 201901054002479
Address	: 101, ASHAPURNA TOWNSHIP, JALORE		
Document Type	: Agreement		
Face Value	: ₹ 0	Evaluated Value	: ₹ 13770000
Ord-Registration Fee	: ₹ 137700	Fee for Memorandum Us_64_67	: ₹
CSI	: ₹ 300	Certified copying fees Us_57	: ₹ 0
Stamp (Memorandum)	: ₹	Reg (memorandum)	: ₹
Surcharge	: ₹ 38280	Stamp Duty	: ₹ 191403
Penalty	: ₹ 0	Inspection fee	: ₹ 0
Us_25_34	: ₹ 0	Commission	: ₹ 0
Custody	: ₹	Others	: ₹ 0
		Cash Amount Received	: ₹ 0
		Other than Cash	: ₹ 367683
		Total Amount	: ₹ 367683

Mode of Payment (#Mode Number Amount #)

DD 503369 ₹ 367683 Stamp N.A. ₹ 600

*Rebate U/S 9(1) : ₹ 407097

Signature of provider or applicant for
copy or Search certificate

Chequer



Signature of recipient
and date of return receipt

SUB-REGISTRAR

उप पंजीयक (चतुर्थ)
जोधपुर

For Ashapurna Buildcon Ltd.

Auth. Signatory



राजस्थान RAJASTHAN



DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is executed at Jodhpur on this th day of June, 2019 by and between:

Smt. Dhepi Devi W/o Shri Pusharam Ji, Age 65 years R/o 101, Near Ramdev Colony, Jalore (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)]
PAN NO. BIFP3 0405 M

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 25 years R/o Village Uchiyada 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. AAFC A 1426 L

.....2.

For Ashapurna Buildcon Ltd.

Auth. Signatory

WHEREAS:

- A. The Party of the First Part purchased parcel of land admeasuring 6 Bigha 16 Bishwa (13164.80 square yards) corresponding to Khasra No. 37 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*") from Shri Kanaram, Ratnaram, Bansilal, Ranchore Ram S/o late Shri Tejaram Ji, Smt. Daku Devi W/o late Shri Tejaram Ji, Smt. Pepa @ Pepli @ Phambu Devi W/o late Shri Prabhu Ram Ji, Kewal Ram, Jagdish S/o late Shri Prabhu Ram Ji, Smt. Indra, Sukhi Devi D/o late Shri Prabhu Ram Ji Bycaste Bhambi all residents of Ram Nagar, Village Jhalamand Tehsil & District Jodhpur (Rajasthan) (hereinafter collectively referred to as "*the Sellers*") vide sale deed dated 12.12.2012, registered with Sub-Registrar-III, Jodhpur on 12.12.2012 at Book No. 1 Vol. No. 545 Page No. 25 Serial No. 2012018335 and Additional Book No. 1 Vol. No. 2173 Page No. 275 to 288. After Purchase the said Land, the Party of the First Part entered her name in the revenue record and got tarmim of 6 Bigha Land & New Khasra No. 37/1 was marked in the revenue record. Thereafter, the Party of the First Part became the absolute owner of the Said Land.
- B. The Land of Khasra No. 37/1 admeasuring 6 Bigha 16 Bishwa land (13164.80 sq. yds.) is used for the project land.
- C. Schedule-A Land shall hereinafter collectively be referred to as "*the Project Land*".
- D. The Party of the First Part was desirous of disposing off the Project Land and realizing the maximum value out of the same, however, 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.
- E. 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.
- F. 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
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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).

G. 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.

H. 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.

I. 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.

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

I) (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;

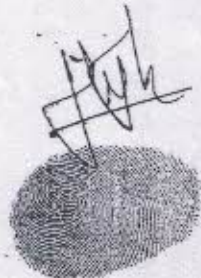
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"Force Majeure" shall mean any event or combination of events or circumstances beyond the control of a Party which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures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

- (a) acts of God i.e. fire, draught, flood, earthquake, epidemics and other natural disasters;
- (b) explosions or accidents, air crashes and shipwrecks;
- (c) strikes, lock-outs, civil disturbances, curfew etc.;
- (d) war or enemy action or terrorist action;
- (e) change in Law, Rules and Regulations, injunctions or stay granted by court of law or interim order by Arbitrator;
- (f) non-availability of steel and / or cement or other building material or water supply or electric power or like; or
- (g) 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:-

- a) Service Tax;
- 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.
- d) Brokerage & marketing expenses in respect of the Project.

"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;

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- (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

- (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.
- (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.

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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 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.
- (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:
- 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;
 - Create now or at any time any Encumbrance on the Project Land;
 - Initiate, solicit or consider, whether directly or indirectly, any competitive bids from any Person for the sale of the Project Land;

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(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:

- 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
- 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
- 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:

- 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.
- 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.
- 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.
- 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.
- 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.

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- 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 affecting 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.



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. 9.

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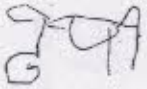
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- (ii) The Developer shall develop the Project, as per specifications agreed between the Parties in Schedule-C attached hereto, at its own cost & expenses. The Developer shall be entitled to appoint architects, engineers, contractors and other staff 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 18 (Eighteen) months from the date of commencement of development work, which shall be only after the release of approved 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 18 (Eighteen) months duration. In the event of non-completion of the Project by the Developer within the said 18 (Eighteen) 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: 22% and Developer: 78% 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) It is decided by the Parties hereto that the name of the Project shall be determined by the Developer.
- (viii) 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).

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- (ix) 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 of Rs. 500/- (Rupees Five Hundred only) collected by the Developer from the buyers of plots/units in the Project shall be transferred by the Developer to the Society/Association of owners of plots/units in the Project upon formation of such Society/Association.

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 Developer shall be entitled to get an amount equivalent to 78% 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 22% of the Gross Revenue of the Project which is being referred to as "*Owners' Allocation*" in this Agreement.
- (iii) 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.
- (iv) Accordingly, tripartite sale deeds/agreement to sell shall be executed with each purchaser under the joint signatures of the Developer and the Owner for the sale of 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.

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(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.
- 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

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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.
- (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. 78% Developer and 22% 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.

VIII) TERMINATION

- (i) In the event of:
 - a. 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

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- b. 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;

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:

- 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 ;
- 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.

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For Ashapurna Builders Ltd.

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Presentation Endorsement

आज दिनांक 27 माह 06 सन् 2019 को 05:49 PM बजे
श्री/श्रीमती/सुश्री SMT. DHEPI DEVI पुत्र/पुत्री/पत्नि श्री SHRI PUSA RAM JI
उम्र 65 वर्ष, जाति SARGARA, व्यवसाय Housewife
निवासी House No.:101, Colony: ASHAPURNA TOWNSHIP, Area:
NEAR RAMDEV COLONY, City: JALORE, Pin code: 343001, District:
, State: RAJASTHAN
ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।


हस्ताक्षर प्रस्तुतकर्ता
201901054002479

Developer Agreement (Sale power)


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

Fees Receipt Endorsement

रसीद नं.	201902054002385
दिनांक	27-06-2019
पंजीयन शुल्क ₹	137700
प्रतिलिपि शुल्क ₹	0
पृष्ठांकन शुल्क ₹	300
अन्य शुल्क ₹	0
कमी स्टाम्प शुल्क ₹	191403
मी सरचार्ज शुल्क ₹	38280
कुल योग	367683

201901054002479

Developer Agreement (Sale power)


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

For Ashapura Buidoon Ltd.

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X)

MISCELLANEOUS

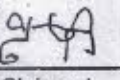
- (i) If the Project could not be undertaken due to Force Majeure then no party shall claim any loss for expenses incurred.
- (ii) The Developer and the Owner have entered into this Agreement on Principal to Principal basis only and nothing contained herein shall be deemed or construed as constituting a service contract or a partnership 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 and the Owner in their respective revenue sharing ratio i.e. 22% by the Owner and 78% 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.

.....15.

For Ashapurna Builders Ltd.

Auth. Signatory

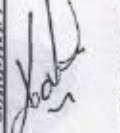
Endorsement of Execution

अनु क्र.	पक्षकारों का नाम व पता	छायाचित्र	अंगूठा	पक्षकारों का प्रकार
1	श्री/श्रीमती/सुश्री SMT. DHEPI DEVI, पुत्र/पुत्री/पति श्री SHRI PUSA RAM JI, व्यवसाय Housewife जाति SARGARA House No.:101, Colony: ASHAPURNA TOWNSHIP, Area: NEAR RAMDEV COLONY, City: JALORE, Pin code: 343001, District: , State: RAJASTHAN			Executant Age : 65 Signature : 
2	श्री/श्रीमती/सुश्री M/S ASHAPURNA BUILDCON LIMITED, JODHPUR TH. HARSHVARDHAN SINGH, पुत्र/पुत्री/पति श्री SHRI KARAN SINGH JI, व्यवसाय Business जाति RAJPUT House No.:00, Colony: UCHIYARDA, Area: UCHIYARDA, City: JODHPUR, Pin code: 342027, District: JODHPUR, State: RAJASTHAN			Claimant Age : 25 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 KANHA RAM, पुत्र/पुत्री/पति श्री ADVOCATE जाति JAT Age: 40 Add: House No.:00, Colony: RHC, Area: RHC, City: JODHPUR, Pin code: 342006, District: JODHPUR, State: RAJASTHAN			Signature 

201901054002479

Developer Agreement (Sale power)

उपपंजीयक, JODHPUR-IV

उप पंजीयक (चतुर्थ)

जोधपुर

For Ashapurna Buildcon Ltd.

Auth. Signatory



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



Signature

Mani Devi
(Owner)

Signature

Ashapurna Building Ltd.
(Developer)

Witnesses:

1.



संदीप गोयल डा० श्री नाराचन्द जी
मगरा पूजला, जोधपुरा

2.



हर्नवत सिंह डा० श्री मदन सिंह जी
गाँव. साँवलगा कला
नं०- रोड, जिला - पाली
(राज.)

3.



सरस्वती पुरी श्री पुसाशम जी जाति - मगरा
निवासी - ग्राम - मगरा तहसील - उराहर
जिला - जालौर (राज.) साख माताजी
देवी देवी के कहने से जाली है।

सरस्वती



For Ashapurna Building Ltd.

Auth. Signatory

Under 54 Endorsement

धारा 54 के तहत प्रमाण-पत्र प्रमाणित किया जाता है कि इस लेख पत्र की मालियत रु 13770000 मानते हुए इस पर देय कमी मुद्रांक राशि रु 191403 पर कमी पंजीयन शुल्क रु 137700, सरचार्ज राशि 38280 कुल रु 367383 रसोद संख्या 201902054002385 दिनांक 27-06-2019 में जमा किये गये हैं।
अतः दस्तावेज को रु 191403 के मुद्रांकों पर निष्पादित माना जाता है।

201901054002479

Developer Agreement (Sale power)

उप पंजीयक, JODHPUR-IV

उप पंजीयक (चतुर्थ)
जोधपुर

Registration Endorsement

आज दिनांक 27/06/2019 को
पुस्तक संख्या 1 जिल्द संख्या 226 में
पृष्ठ संख्या 20 क्रम संख्या 201903054101334 पर पंजीबद्ध किया गया तथा
अतिरिक्त पुस्तक संख्या 1 जिल्द संख्या 901 के
पृष्ठ संख्या 213 से 230 पर चस्पा किया गया।

201901054002479

Developer Agreement (Sale power)

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

For Ashapurna Builders Ltd.

Auth. Signatory



Schedule-A
Description of Schedule-A Land

The land admeasuring 6 Bigha 16 Bishwa (13164.80 square yards) corresponding to Khasra No. 37 situated at Village Jhalamand Tehsil & District Jodhpur (Rajasthan) was purchased by the Party of the First Part from Shri Kanaram, Ratnaram, Bansilal, Ranchore Ram S/o late Shri Tejaram Ji, Smt. Daku Devi W/o late Shri Tejaram Ji, Smt. Pepa @ Pepli @ Phambu Devi W/o late Shri Prabhu Ram Ji, Kewal Ram, Jagdish S/o late Shri Prabhu Ram Ji, Smt. Indra, Sukhi Devi D/o late Shri Prabhu Ram Ji Bycaste Bhambi all residents of Ram Nagar, Village Jhalamand Tehsil & District Jodhpur (Rajasthan) vide sale deed dated 12.12.2012, registered with Sub-Registrar-III, Jodhpur on 12.12.2012 at Book No. 1 Vol. No. 545 Page No. 25 Serial No. 2012018335 and Additional Book No. 1 Vol. No. 2173 Page No. 275 to 288. After Purchase the said Land, the Party of the First Part entered her name in the revenue record and got tarmim of 6 Bigha 16 Bishwa Land & New Khasra No. 37/1 was marked in the revenue record.



24



For Ashapurna Builders Ltd.

Auth. Signatory

सालाना

KM. 37/2 = 6-15

प्रसारण

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RECEIPT FOR THE DEPOSIT OF THE

29/11/2012

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RECEIPT FOR THE DEPOSIT OF THE

For Ashapurna Buldcon Ltd.

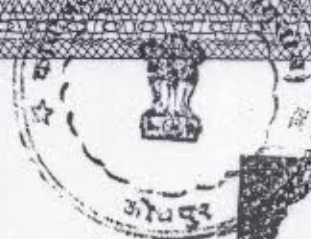
Aut. Signatory



राजस्थान RAJASTHAN



Raj. High Court, Jodhpur



146737



Raj. High Court, Jodhpur

॥ श्री ॥

विक्रय - विलेख

विक्रय विलेख एक मैं शंकरलाल पुत्र श्री नारायणराम जी जाति मेघवाल
आयु 48 वर्ष निवासी राम नगर, झालामण्ड, जोधपुर.

- विक्रेता.

ब ह क

श्री पुसाराम पुत्र श्री नाथाराम जी जाति सरगरा आयु 61 वर्ष निवासी
हाल 101, आशापूर्णा टकूनशिप, जालोर.

- क्रेता.

के पक्ष में निम्न प्रकार से लिख दिया है :-

.....2.

For Ashapurna Builders Ltd.

Auth. Signatory

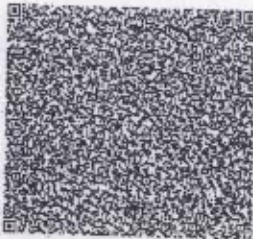


सत्यमेव जयते

INDIA NON JUDICIAL Government of Rajasthan

e-Stamp

Certificate No.	: IN-RJ00486788242731K
Certificate Issued Date	: 29-Nov-2012 04:34 PM
Account Reference	: SHCIL (FI)/ rjshcil01/ PAOTA/ RJ-JU
Unique Doc. Reference	: SUBIN-RJRJSHCIL0100506992156104K
Purchased by	: D L RATHI ADVOCATE
Description of Document	: Article 21 Sale Deed
Property Description	: AGRICULTURE LAND KH NO 37/2 VILLAGE JHALAMAND JODHPUR
Consideration Price (Rs.)	: 54,00,000 (Fifty Four Lakh only)
First Party	: SHANKER LAL SO NARAYAN RAM JI
Second Party	: PUSARAM SO NATHARAM JI
Stamp Duty Paid By	: PUSARAM SO NATHARAM JI
Stamp Duty Amount(Rs.)	: 4,25,000 (Four Lakh Twenty Five Thousand only)



Please write or type below this

2/11/12



सप पंजीयक (तृतीय)
जोधपुर

0004190470

Statutory Alert:

1. The authenticity of the Stamp Certificate can be verified at Authorised Collection Centers (ACCs), SHCIL Offices and Sub-registrar Offices (SROs).
2. The Contact Details of ACCs, SHCIL Offices and SROs are available on the Web site "www.shcilstamp.com"

For Ashapurna Bull Icon Ltd.

Auth. Signatory

1. कि विक्रेता के खातेदारी की कब्जा कास्त सुदा कृषि भूमि खसरा नम्बर 37/2 रकबा 6 बीघा 15 बिस्वा किस्म बारानी प्रथम वाके ग्राम झालामण्ड पटवार क्षेत्र झालामण्ड तहसील व जिला जोधपुर में स्थित है ।

उक्त खसरा नम्बर 37/2 की रकबा 6 बीघा 15 बिस्वा भूमि पूर्व में विक्रेता के पिता श्री नारायणराम जी के खातेदारी की थी, जो जरिये रजिस्टर्ड हकतर्कनामा दिनांक 7.6.2005 को विक्रेता को प्राप्त हुई है जिसका विधिवत म्युटेशन विक्रेता के नाम से दर्ज किया जाकर राजस्व रेकॉर्ड में अमल दरामद किया गया है । उक्त भूमि से संबंधित सम्पूर्ण दस्तावेज विक्रेता के नाम से बने हुए है जिस पर विक्रेता बहैसियत खातेदार काबिज है जो नई जमाबन्दी संख्या 343 व पुरानी जमाबन्दी संख्या 304 से स्पष्ट है । उक्त भूमि पर विक्रेता का स्वतंत्र रूप से कब्जा चला आ रहा है जिसमें विक्रेता के अलावा अन्य किसी का कोई हक, हिस्सा नहीं है एवं उक्त खसरा नम्बर 37/2 की रकबा 6 बीघा 15 बिस्वा भूमि विक्रेता को विक्रय करने का पूर्ण विधिक अधिकार प्राप्त है ।



21/12/17

2. कि विक्रेता को रकम की आवश्यकता होने से विक्रेता ने अपने खातेदारी की उक्त खसरा नम्बर 37/2 की सम्पूर्ण भूमि रकबा 6 बीघा 15 बिस्वा आप क्रेता को रुपये 54,00,000/- अक्षरे चौपन लाख रुपये में विक्रय कर करना तय कर विक्रय कर दी है एवं प्रतिफल की सम्पूर्ण राशि रुपये 54,00,000/- अक्षरे चौपन लाख रुपये आप क्रेता से निम्न प्रकार प्राप्त कर लिये है :-

- 9,00,000/- अक्षरे नौ लाख रुपये जरिये चैक नम्बर 000005 कोटक महेन्द्रा बैंक द्वारा.
9,00,000/- अक्षरे नौ लाख रुपये जरिये चैक नम्बर 000006 कोटक महेन्द्रा बैंक द्वारा.
9,00,000/- अक्षरे नौ लाख रुपये जरिये चैक नम्बर 000007 कोटक महेन्द्रा बैंक द्वारा.
9,00,000/- अक्षरे नौ लाख रुपये जरिये चैक नम्बर 000008 कोटक महेन्द्रा बैंक द्वारा.

For Ashapurna Builders Ltd.

Auth. Signatory

.....3.

आज दिनांक 29 माह November सन् 2012 को 16:23 बजे
श्री/श्रीमती/सुश्री SHANKAR LAL पुत्र/पुत्री/पत्नी श्री NARAYAN RAM JI
उम्र 48 वर्ष, जाति MEGHWAL व्यवसाय
निवासी RAM NAGAR JHALAMAND JODHPUR
ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

2142 NIN

हस्ताक्षर प्रस्तुतकर्ता
(2012020486)
(Sale Deed (Conveyance

हस्ताक्षर उप पंजीयक, JODHPUR (THIRD)

हस्ताक्षर (तृतीय)
जोधपुर

हस्ताक्षर

फोटो

अंगूठा

उक्त श्री/श्रीमती/सुश्री (Executant)
1-SHANKAR LAL /NARAYAN RAM JI
Age:48, Caste-MEGHWAL
Ocu.-
R/O-RAM NAGAR JHALAMAND JODHPUR

2142 NIN

(And Claimant)
1-PUSA RAM /NATHA RAM JI
Age:61, Caste-SARGARA
Ocu.-
R/O-ASHAPURNA TOWNSHIP JODHPUR

ने लेख्यपत्र Sale Deed (Conveyance deed)
को पढ़ सुन व समझकर निष्पादन करना स्वीकार किया।
प्रतिफल राशी रु0 5400000/- पूर्व में/मेरे
समक्ष/मे से रु0 5400000/-पूर्व में -----
यमेरे समक्ष प्राप्त करना स्वीकार किया।

उक्त निष्पादन कर्ता की पहचान

1. श्री/श्रीमती/सुश्री ANAND SINGH
पुत्र/पुत्री/पत्नी श्री UDA RAM JI उम्र 37 वर्ष
जाति MALI व्यवसाय BUSINESS
निवासी RAM NAGAR JHALAMAND JODHPUR

2. श्री/श्रीमती/सुश्री D L RATHI
पुत्र/पुत्री/पत्नी श्री उम्र 55 वर्ष
जाति व्यवसाय ADV
निवासी JODHPUR ने की है जिनके

समस्त हस्ताक्षर एवं अंगूठा के निशान मेरे सनक्ष लिये गये हैं।

(2012020486)
(Sale Deed (Conveyance deed))

उप पंजीयक, JODHPUR (THIRD)

उप पंजीयक (तृतीय)
जोधपुर

For Ashapura Building Ltd.

Auth. Signatory



9,00,000/- अक्षरे नौ लाख रुपये जरिये बैंक नम्बर 000009
कोटक महेन्द्रा बैंक द्वारा.

9,00,000/- अक्षरे नौ लाख रुपये जरिये बैंक नम्बर 000010
कोटक महेन्द्रा बैंक द्वारा.

54,00,000/- अक्षरे चौपन लाख रुपये.

इस प्रकार उपरोक्त अनुसार प्रतिफल की सम्पूर्ण राशि रुपये चौपन लाख विक्रेता प्राप्त होना स्वीकार करता है। प्रतिफल की राशि में अब आप क्रेता से कोई रकम लेनी बकाया नहीं रही है।



उक्त खसरा नम्बर 37/2 की सम्पूर्ण भूमि रकबा 6 बीघा 15 बिस्वा विक्रेता ने इस दस्तावेज की रूह से आप क्रेता को विक्रय कर उस पर वास्तविक व कानूनी कब्जा आप क्रेता का करवा दिया है।

3. कि उक्त भूमि विक्रेता ने आज से पूर्व किसी अन्य व्यक्ति या संस्था को विक्रय, बंधक, भेंट, दान, बदल या अन्य किसी रूप में हस्तान्तरित नहीं की है और न ही ऐसा कोई इकरार ही मौजूदा है। उक्त भूमि पर विक्रेता ने कहीं से कोई किसी प्रकार का ऋण प्राप्त नहीं किया है और न ही उक्त भूमि कहीं पर किसी भी कार्यवाही में कुर्क ही की हुई है। उक्त भूमि के सम्बन्ध में किसी भी न्यायालय में कोई कार्यवाही विचाराधीन नहीं है और न ही इसके विक्रय पर कोई किसी प्रकार की विधिक या अन्य रोक ही लगी हुई है। उक्त भूमि के संबंध में आवाप्ति की कोई कार्यवाही विचाराधीन नहीं है अर्थात् उक्त भूमि हर प्रकार से पाक व साफ है इस पर कोई चार्ज या भार नहीं है एवं विक्रेता को विक्रय करने का पूर्ण हक हासिल है।

4. कि अब आज से उक्त खसरा नम्बर 37/2 की सम्पूर्ण भूमि रकबा 6 बीघा 15 बिस्वा के एक मात्र खातेदार आप क्रेता होंगे। विक्रेता या उसकी आल औलाद का अब उक्त भूमि से कोई वास्ता, सरोकार, बंट, दखल, हस्तक्षेप, अधिकार इत्यादि नहीं रहा है। विक्रेता के जो खातेदारी अधिकार हैं वे सभी आप क्रेता के होंगे एवं आप क्रेता उक्त भूमि का स्वतंत्र रूप से उपयोग व उपभोग कर सकेंगे, उसका रूपान्तरण करवा सकेंगे, उसे हस्तान्तरण

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For Ashapurna Building Ltd.

Auth. Signatory

कर सकेंगे जिसमें विक्रेता या उसकी आल औलाद को कोई किसी प्रकार की आपत्ति नहीं होगी । यदि भविष्य में उक्त भूमि के विक्रय करने संबंधी विक्रेता के अधिकार में किसी भी प्रकार की कमी के कारण आप क्रेता को कोई किसी प्रकार की क्षति उठानी पड़ी या उक्त भूमि बाबत किसी अन्य पक्षकार ने कोई किसी प्रकार का उज्र एतराज किया तो उसकी सम्पूर्ण जिम्मेवारी व जवाबदारी विक्रेता की होगी एवं उसके लिये विक्रेता हर प्रकार से व्यक्तिगत व सम्पत्ति से उत्तरदायी रहेगा ।



5. कि आप क्रेता इस दस्तावेज की रूह से उक्त खसरा नम्बर 37/2 की सम्पूर्ण भूमि रकबा 6 बीघा 15 बिस्वा का म्युटेशन अपने नाम से भरवा सकेंगे जिसमें विक्रेता के बयानों या हस्ताक्षरों की आवश्यकता हुई तो विक्रेता सहर्ष उपस्थित होकर आप क्रेता के हक में बयान देकर हस्ताक्षर कर देगा ।

6. कि उक्त भूमि पर आज से पूर्व की यदि कोई सरकारी, अर्द्ध सरकारी, गैर सरकारी राशि, लगान या किसी भी वित्तीय संस्था, बैंक इत्यादि की कोई राशि बकाया हुई तो उसे अदा करने की जिम्मेवारी विक्रेता की होगी । भविष्य में नियमानुसार अदायगी की जिम्मेवारी आप क्रेता की रहेगी ।

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7. कि विक्रेता ने उक्त भूमि के स्वत्व से संबंधित निम्न दस्तावेज आप क्रेता को सुपुर्द कर दिये हैं :-

- 0 - जमाबन्दी सम्वत् 2058 से 2061 की सत्य प्रतिलिपि.
- 0 - गिरदावरी सम्वत् 2064 से 2067 की सत्य प्रतिलिपि.
- 0 - खसरा नक्शा की सत्य प्रति.

उक्त दस्तावेज के अलावा अन्य कोई दस्तावेज विक्रेता के पास नहीं है। भविष्य में मिलेंगे तो आप क्रेता को सुपुर्द कर दिये जावेंगे अन्यथा आप क्रेता के हितों के विरुद्ध निष्प्रभावी व रद्द समझे जावेंगे ।

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8. कि इस विक्रय विलेख के निष्पादन व पंजीयन संबंधी समस्त खर्चा आप क्रेता के जिम्मे होने से स्टाम्प आप क्रेता के नाम से खरीद किये गये हैं, शेष मुद्रांक शुल्क व पंजीयन शुल्क भी आप क्रेता ही अदा करेंगे ।

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For Ashapurna Builders Ltd.

Auth. Signatory

9. कि उक्त भूमि जोधपुर केन्द्र बिन्दू से लगभग 10 से 11 किलोमीटर की दूरी पर एवं मुख्य सड़क से दूर स्थित है। उक्त भूमि असंचित भूमि है जिसमें केवल सावणू साख ही होती है। इस प्रकार इस विक्रय की जा रही भूमि की बाजार कीमत विक्रय विलेख में दर्शाये गये मूल्य से अधिक नहीं है जिस पर नियमानुसार मुद्रांक शुल्क पेश है।

लिहाजा यह विक्रय विलेख विक्रेता ने राजी खुशी, स्वस्थचित्त व तन्दुरुस्ती की अवस्था में बिना नशे या दबाव के सोच समझकर निम्न साक्षियों की मौजूदगी में अपने हस्ताक्षरों/अंगुष्ठ से निष्पादित कर दिया है जो सही व साक्षी रहें एवं वक्त जरूरत काम आवें। इति. दिनांक 29.11.2012



पु. 21/11/12

21/11/12



निष्पादनकर्ता.

साख - 1 आनन्द सिंह S/o उफा राम जी राम नगर
मालामण्ड जोधपुर
आनन्द सिंह



साख - 2 ओमप्रकाश S/o गिरधारी राम जी राम नगर
मालामण्ड जोधपुर
ओमप्रकाश

For Ashapurna Building Ltd.

Auth. Signatory

न्यायालय उपायुक्त (पूर्व), जोधपुर विकास प्राधिकरण, जोधपुर

प्रकरण सं. - 16/2019

श्रीमती ढेपीदेवी पत्नी श्री पूसाराम, जाति सरगरा, निवासी 101, आशापूर्णा टाउनशिप, जालोर एवं श्री चैनाराम पुत्र श्री धन्नाराम, जाति मेघवाल, निवासी ग्राम उचियारड़ा, जोधपुर।

आवेदक

विषय:- राजस्थान भू-राजस्व अधिनियम, 1956 की धारा 90-क के अधीन कृषि भूमि का गैर-कृषिक प्रयोजन के उपयोग हेतु अनुज्ञा प्रदान करने।

-: आदेश :-

दिनांक - 26/06/2019

मामले के संक्षिप्त तथ्य निम्नानुसार हैं:-

- (1) ऊपर नामित आवेदकों ने राजस्थान भू-राजस्व अधिनियम 1956 की धारा 90-क के अधीन निम्नलिखित भूमि का गैर-कृषिक (मुख्यमंत्री जन आवास योजना प्रोविजन 3-बी) प्रयोजन के लिए उपयोग हेतु अनुज्ञा देने के लिए आवेदन किया है:-

जिले सहित तहसील का नाम	राजस्व ग्राम का नाम	खसरा नं.	कुल रकबा
जोधपुर	झालामण्ड	खसरा संख्या 37/1, रकबा 6 बीघा 16 बिस्वा, खसरा संख्या 34 मीन, रकबा 1-15 बीघा, खसरा संख्या 37 मीन, रकबा 1-05 बीघा एवं खसरा संख्या 37/2, रकबा 6 15 बीघा	16-11 बीघा

- (2) आवेदकों 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 और अन्य सुसंगत दस्तावेज प्रस्तुत किये हैं।



मैंने आवेदकों 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 आवेदकों 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 गैर-कृषिक (मुख्यमंत्री जन आवास योजना प्रोविजन 3-बी) प्रयोजन के लिए उपयोग करने हेतु अनुज्ञा प्रदान करने के लिए स्वीकार किया जा सकता है।

- (4) अतः अब इसके द्वारा आदेश दिया जाता है कि खसरा संख्या 37/1, रकबा 6 बीघा 16 बिस्वा, खसरा संख्या 34 मीन, रकबा 1-15 बीघा, खसरा संख्या 37 मीन, रकबा 1-05 बीघा एवं खसरा संख्या 37/2, रकबा 6-15 बीघा, कुल रकबा 16-11 बीघा, ग्राम झालामण्ड, तहसील व जिला जोधपुर में स्थित भूमि पर आवेदकों के अभिधृति अधिकारों को उक्त भूमि का

For Ashapura Builders Ltd.

Auth. Signatory

उपायुक्त (पूर्व)

जोधपुर विकास प्राधिकरण

गैर-कृषिक (मुख्यमंत्री जन आवास योजना प्रोजेक्ट 3-बी) प्रयोजन के लिए उपयोग करने हेतु निर्वापित किया जायेगा और इस आदेश की तारीख से उक्त भूमि को, उक्त भूमि का आवेदक/आवेदकों 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) आवेदकों 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 आवेदकों द्वारा पूर्णता की जायेगी।

यह आदेश अधोहस्ताक्षरी के हस्ताक्षर और मुहर के अधीन आज दिनांक 26/06/2019 को पारित किया गया।



उपायुक्त (पूर्व)
जोधपुर विकास प्राधिकरण
जोधपुर

सं. 1769

दिनांक - 26/06 /2019

प्रतिलिपि - सूचना एवं आवश्यक कार्रवाई के लिए निम्नलिखित को अग्रेषित की गयी-

1. सचिव, जोधपुर विकास प्राधिकरण, जोधपुर।
2. तहसीलदार, जोधपुर तहसील को पूर्वोक्त भूमि को स्थानीय प्राधिकारी के नाम नामान्तरण करने और इस आदेश के 7 दिन के भीतर स्थानीय प्राधिकारी और अधोहस्ताक्षरी को उसकी प्रति भेजने के लिए।
3. श्रीमती डेपीदेवी पत्नी श्री पूसाराम, जाति सरगरा, निवासी 101, आशापूर्णा टाउनशिप, जालोर एवं श्री चैनाराम पुत्र श्री धन्नाराम, जाति मेघवाल, निवासी ग्राम उचियारड़ा, जोधपुर। (खातेदार)

For Ashapurna Buildcon Ltd.

Auth. Signatory

उपायुक्त (पूर्व)
जोधपुर विकास प्राधिकरण
जोधपुर

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

Fee Receipt
Appendix I-Form No. 9 (Rule 75 & 131) Print Date : 07-03-2020 3:03 PM

Fee Receipt No	: 202002053003139	Receipt Date	: 07/03/2020
Name	: ASHAPURNA BUILDCON LIMITED	Document S. No.	: 202001053000000
Address	: JODHPUR		
Document Type	: Recovery of old Documents		
Face Value	: ₹ 0	Evaluated Value	: ₹ 0
Ord-Registration Fee	: ₹ 0	Fee for Memorandum Us_64_67	: ₹ 0
CSI	: ₹ 0	Certified copying fees Us_57	: ₹ 0
Stamp (Memorandum)	: ₹ 0	Reg (memorandum)	: ₹ 0
Surcharge	: ₹ 49758	Stamp Duty	: ₹ 248772
Penalty	: ₹ 0	Inspection fee	: ₹ 0
Us_25_34	: ₹ 0	Commission	: ₹ 0
Custody	: ₹ 0	Others	: ₹ 0
		Cash Amount Received	: ₹ 0
		Other than Cash	: ₹ 298530
		Total Amount	: ₹ 298530

Mode of Payment (#Mode Number Amount #)
DD AU1280 ₹ 298530

Signature of presenter or applicant for
copy or Search certificate

Cashier



Signature of recipient
and date of return receipt

SUB-REGISTRAR

उप पंजीयक (तृतीय)
जोधपुर

For ASHAPURNA BUILDCON LIMITED

Auth. Signatory

अज अदालत न्यायालय कलेक्टर (मुद्रांक) जोधपुर मुकाम
पीठासीन अधिकारी श्री आर0डी0 बारठ, आर.ए.एस.

प्रार्थी:-

सरकार जरिये उप पंजीयक,
तृतीय, जोधपुर।

-बनाम-

अप्रार्थी:-

1. चेनाराम पुत्र श्री धन्नाराम जाति मेगवाल
निवासी ग्राम उचियाडा तहसील एवं जिला
जोधपुर-Owner
2. आशापूर्णा बिल्डकॉन लिमिटेड डायरेक्टर
श्री हर्षवर्धन सिंह पुत्र श्री करण सिंह जी
जाति राजपूत निवासी ग्राम उचियाडा जिला
जोधपुर-Developer

(किस्म मुकदमा राजस्थान स्टाम्प एक्ट 1998 धारा 35)

मुकदमा संख्या: 125 / 2020

तारीख हुकम	हुकम या कार्यवाही मय इनिशियल्स जज	नम्बर व तारीख अहकाम जो इस हुकम की तारीख में जारी
06.03.2020	अप्रार्थी डवलपर मैसर्स आशापूर्णा बिल्डकॉन लि0 की ओर डायरेक्टर श्री हर्षवर्धन सिंह ने प्रार्थना पत्र अन्तर्गत धारा 35 मुद्रांक अधिनियम एडज्यूडिकेशन फीस रुपये 500/- के चालान के साथ उनके पक्ष में चेनाराम द्वारा दिनांक 03.06.2019 को निष्पादित डवलपमेंट एग्रीमेंट 500/- के स्टाम्प पेपर पर नोटेरी पब्लिक द्वारा प्रमाणित किया हुआ दिनांक 06.03.2020 को पेश कर उक्त डवलपमेंट एग्रीमेंट को ड्यूली स्टाम्प करने का निवेदन किया। प्रार्थना पत्र दर्ज रजिस्टर किया जाकर दरतावेज का अवलोकन किया गया। डवलपमेंट एग्रीमेंट द्वारा ग्राम झालामण्ड के खसरा नंबर 34 एवं 37 तथा 37/2 की कुल 9 बीघा 15 बिरवा भूमि प्रथम पक्षकार भूस्वामी द्वारा द्वितीय पक्षकार डवलपर को विकसित करने हेतु दी है जिसमें विकसित सम्पत्ति के बेचान के बदले प्राप्त लाभ में	

सत्य प्रति

कलेक्टर (मुद्रांक)
जोधपुर

कलेक्टर (मुद्रांक)

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For ASHAPURNA BUILDCON LIMITED

Auth. Signatory

मूस्वामी के 20 प्रतिशत हिस्सा व डवलपर के 80 प्रतिशत हिस्सा वर्णित किया है। उक्त डवलपमेंट एग्रीमेंट पर मुद्रांक कर आर्टिकल 5 के तहत राज्य अधिसूचना दिनांक 14.7.14 व 6.3.18 के अनुसार बाजार मूल्य पर भू-स्वामी के 20 प्रतिशत हिस्से पर 1 प्रतिशत तथा डवलपर के 80 प्रतिशत हिस्से पर 1.5 प्रतिशत की दर से देय होने से दस्तावेज मुद्रांकित हेतु प्रस्तुतीकरण की दिनांक 6.3.2020 को प्रचलित दर से मूल्यांकन रिपोर्ट संबंधित उप पंजीयक, तृतीय जोधपुर से तलब की गई। उप पंजीयक, तृतीय जोधपुर की मूल्यांकन रिपोर्ट क्रमांक:2020/173 दिनांक 06.3.2020 के अनुसार दस्तावेज डवलपमेंट एग्रीमेंट में वर्णित ग्राम झालामण्ड में स्थित कृषि भूमि रकबा 9 बीघा 15 बिस्वा की मालियत जिला कमेटी द्वारा निर्धारित दर रु0 18,22,500/-प्रतिबीघा से रुपये 1,77,69,375/-होती है। अतः उक्त मालियत पर डवलपर के 80 प्रतिशत हिस्सा रु0 1,42,15,500/-पर 1.5 प्रतिशत की दर से मुद्रांक कर रुपये 2,13,233/-व उक्त पर 20 प्रतिशत सरचार्ज रु0 42647/-देय होते हैं। तथा भू-स्वामी के 20 प्रतिशत हिस्से की मालियत रु0 35,53,875/-पर 1 प्रतिशत की दर से मुद्रांक कर रु0 35539/-व उक्त पर 20 प्रतिशत सरचार्ज रु0 7108/-देय होते हैं। इस प्रकार कुल मुद्रांक कर रु0 248772/-तथा सरचार्ज रु0 49755/-कुल रुपये 2,98,527/-निर्धारित किया जाता है। अप्रार्थी द्वारा उक्त राशि जमा कराने पर मूल डवलपमेंट एग्रीमेंट सम्यक रूप से स्ताम्पित व पृष्ठांकित किये जाने के आदेश दिये जाते हैं।

आदेश आज दिनांक 6.3.2020 को सुनाया गया।

सत्य प्रति

कलक्टर (मुद्रांक)
जोधपुर

कलक्टर (मुद्रांक)
जोधपुर वृक्ष बाधपुर

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For ASHAPURNA BUILDCON LIMITED

Auth. Signatory



राजस्थान RAJASTHAN

K 424375



DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is executed at Jodhpur on this 3rd day of June, 2019 by and between:

Chena Ram S/o Shri Dhanna Ram ji Bycaste Meghwal Age 64 years R/o Village Uchiyarda Tehsil and District Jodhpur (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)]

PAN NO. ALYPM2531P

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 25 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".

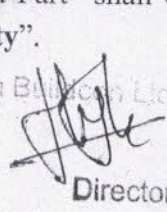
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चैना राम

For Ashapurna Buildcon Ltd.


Director

NOTARY, JODHPUR
31/06/19

For ASHAPURNA BUILDCON LIMITED


Auth. Signatory

शुद्धाक केता का नः

पिता / वृत्ति का राश

यत्ता

प्रयाजन

इस काल की दशा में हमारे कर्मों का फल प्राप्त होता है।

Հոգհւէն Էջմիածն (AԾԾ)

कवि हंसे के प्रस्तावः

भारत विकास की प्रणाली

दिक्कय स्थान कचहरी पारिसम नोक्षपा

आम्य राशिय व प्रमाणत आधामा
 १. आम्य मत् प्रवर्तमाना त्रिविधाभी हः
 याम्य ३ वः १०० रुप्य ८००
 २. मत् मत् प्रवर्तमाना त्रिविधाभी हः
 याम्य ३ वः १०० रुप्य ८००
 ३. मत् मत् प्रवर्तमाना त्रिविधाभी हः
 याम्य ३ वः १०० रुप्य ८००
 ४. मत् मत् प्रवर्तमाना त्रिविधाभी हः
 याम्य ३ वः १०० रुप्य ८००
 ५. मत् मत् प्रवर्तमाना त्रिविधाभी हः
 याम्य ३ वः १०० रुप्य ८००
 ६. मत् मत् प्रवर्तमाना त्रिविधाभी हः
 याम्य ३ वः १०० रुप्य ८००
 ७. मत् मत् प्रवर्तमाना त्रिविधाभी हः
 याम्य ३ वः १०० रुप्य ८००
 ८. मत् मत् प्रवर्तमाना त्रिविधाभी हः
 याम्य ३ वः १०० रुप्य ८००
 ९. मत् मत् प्रवर्तमाना त्रिविधाभी हः
 याम्य ३ वः १०० रुप्य ८००
 १०. मत् मत् प्रवर्तमाना त्रिविधाभी हः
 याम्य ३ वः १०० रुप्य ८००

2004-2005

कमी मुद्रांक कर रु. 248772/- रुमी

पंजीयन शुल्क रु. - Nil कमी

सरचार्ज रु. 49755/शालि. रु. 400

मूल एवं व्याज रु. nil

कुल र. 298 527/- रसीद

नं./याचलन नं. 3139 दि. 07-3-2020 S.K. 11

द्वारा जमा करा दिये हैं । अतः इस लेखा

पत्र को पूर्ण मूद्रांक प्रमाणित किया जाता है ।

कलक्टर (मद्रास)

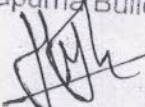
જોધપુર તુલ જોધપુર



WHEREAS:

- A. The Party of the First Part is the Khatedar of land Khasra No. 34 min. admeasuring 1 Bigha 15 Bishwa, Khasra No. 37 min. admeasuring 1 Bigha 5 Bishwa & Khasra No. 37/2 admeasuring 6 Bigha 15 Bishwa Total Land 9 Bigha 15 Bishwa (18876 square yards) 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 Land of Khasra No. 34 min. admeasuring 1 Bigha 15 Bishwa, Khasra No. 37 min. admeasuring 1 Bigha 5 Bishwa & Khasra No. 37/2 admeasuring 6 Bigha 15 Bishwa Total Land 9 Bigha 15 Bishwa (18876 square yards) is used for the project land.
- C. Schedule-A Land shall hereinafter collectively be referred to as "**the Project Land**".
- D. The Party of the First Part was desirous of disposing off the Project Land and realizing the maximum value out of the same, however, 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.
- E. 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.
- F. 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).
- G. The Party of the First Part has represented that he 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.



For Ashapura Buildcon Ltd.

 Director

NOTARY, JODHPUR

For ASHAPURNA BUILDCON LIMITED..3.

 Auth. Signatory

H. 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.

I. 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.

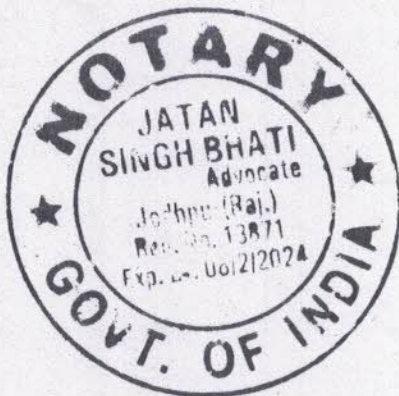
NOW THIS DEVELOPMENT AGREEMENT WITNESSTH AND IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

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:

- (a) acts of God i.e. fire, draught, flood, earthquake, epidemics and other natural disasters;
- (b) explosions or accidents, air crashes and shipwrecks;
- (c) strikes, lock-outs, civil disturbances, curfew etc.;



For Ashapurna Buildcon Ltd.

Director

NOTARY, JODHPUR

For ASHAPURNA BUILDCON LIMITED ...4.

Auth. Signatory

- (d) war or enemy action or terrorist action;
- (e) change in Law, Rules and Regulations, injunctions or stay granted by court of law or interim order by Arbitrator;
- (f) non-availability of steel and / or cement or other building material or water supply or electric power or like; or
- (g) 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:-

- a) Service Tax;
- 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.
- d) Brokerage & marketing expenses in respect of the Project.

"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;

For Ashapura Buildcon Ltd.

Director

NOTARY. JODHPUR

For ASHAPURNA BUILDCON LIMITED

Auth. Signatory

- (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
- (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.

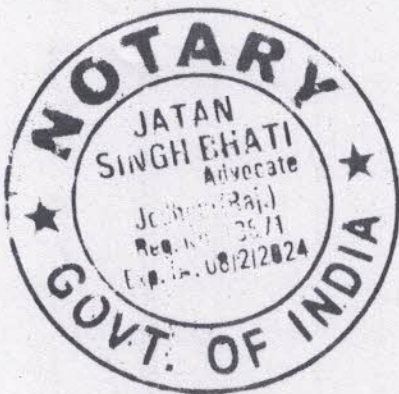
II) CONVERSION, PATTA AND MAP APPROVAL

- (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.
- (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

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For Ashapura Buildcon Ltd.

Director

NOTARY, JODHPUR

For ASHAPURNA BUILDCON LIMITED

Auth. Signatory

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 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.



- (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:
- 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;
 - Create now or at any time any Encumbrance on the Project Land;
 - 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:

For Ashapura Buildcon Ltd.

Director

NOTARY, JODHPUR

For ASHAPURNA BUILDCON LIMITED

Auth. Signatory

- 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
- 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.



4/11/21/4

For Ashapura Buildcon Ltd.

Director

NOTARY, JODHPUR

For ASHAPURNA BUILDCON LIMITED

Auth. Signatory

- 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.

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 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.



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24/12/24

For Ashapurna Buildcon Ltd.

[Signature]

Director

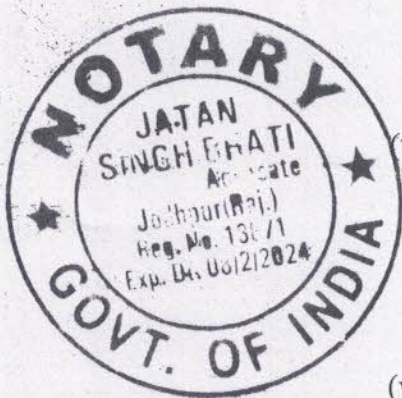
NOTARY JODHPUR

For ASHAPURNA BUILDCON LIMITED

[Signature]
Auth. Signatory

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- (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 24 (Twenty four) months from the date of Patta Received. Further, the Developer shall be entitled to get 6 (Six) months' grace period if development remains incomplete on conclusion of specified 24 (Twenty four) months duration. In the event of non-completion of the Project by the Developer within the 24 (Twenty four) months + 6 (Six) months ("Project Completion Period") from the date of Patta Received, 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: 20% and Developer: 80% 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) It is decided by the Parties hereto that the name of the Project shall be determined by the Developer.
- (viii) The Developer shall be entitled to avail Loan facility from any Bank/ Financial Institutions for development of the Project. 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).
- (ix) 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



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For Ashapurna Buildcon Ltd.

[Signature]
Director

NOTARY, JODHPUR

For ASHAPURNA BUILDCON LIMITED.....10.

[Signature]
Auth. Signatory

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. Amount of the Society charges/corpus fund must be decided by the Developer. Society charges/corpus fund shall be collected by the Developer from the buyers of plots/units in the Project shall be transferred by the Developer to the Society/ Association of owners of plots/units in the Project upon formation of such Society/Association.

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) There is no direct way to the Project Land. The way to the Project Land goes through the other township of the Developer.
- (iv) The Developer shall be entitled to get an amount equivalent to 80% 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 20% of the Gross Revenue of the Project which is being referred to as "*Owners' Allocation*" in this Agreement.
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.
- (vi) Accordingly, tripartite sale deeds/agreement to sell shall be executed with each purchaser under the joint signatures of the Developer and the Owner for the sale of plots/unit in the Project.
- (vii) 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.



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For Ashapurna Buildcon Ltd.

Director

- (viii) 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:

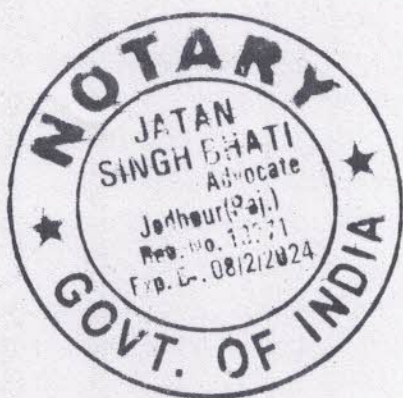
For ASHAPURNA BUILDCON LIMITED

NOTARY, JODHPUR

Auth. Signatory

.....11.

- 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.
- 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.

For Ashapura Buildcon Ltd.

[Signature]

Director

For ASHAPURNA BUILDCON LIMITED

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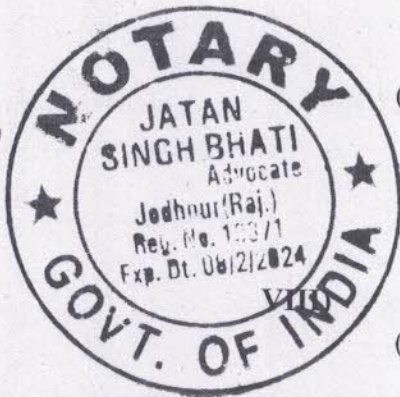
NOTARY, JODHPUR

[Signature]
Atty. Signatory

- (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.
- (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. 80% Developer and 20% 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.



VIII) TERMINATION

- (i) In the event of:
 - a. 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
 - b. 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 ASHAPURNA BUILDCON LIMITED

Auth. Signatory

.....13.

NOTARY JODHPUR

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:
- 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 ;
 - 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.



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.

MISCELLANEOUS

- (i) If the Project could not be undertaken due to Force Majeure then no party shall claim any loss for expenses incurred.

For Ashapura Buildcon Ltd.

Director

NOTARY, JODHPUR

For ASHAPURNA BUILDCON LIMITED.....14.

Auth. Signatory

- (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 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 and the Owner in their respective revenue sharing ratio i.e. 20% by the Owner and 80% 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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21/01/2024

For Ashapura Buildcon Ltd.

[Signature]

Director

NOTARY. JODHPUR

For ASHAPURNA BUILDCON LIMITED

Auth. Signature

.....15.

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

Signature

Signature

चनराम

Chena Ram
(Owner)

For Ashapurna Buildcon Ltd.

Ashapurna Buildcon Limited
(Developer)

Witnesses:

1.

शकुन्ति 510 श्रीजीवासिंह जी
C-99 शाहीनगर जोधपुर



संदीप गोयल 510 श्री ताराचन्द जी
मगरा पूजलो जोधपुर

ATTESTED

NOTARY JODHPUR

03/06/19

For ASHAPURNA BUILDCON LIMITED

Auth. Signatory

Schedule-A

Description of Schedule-A Land

The Party of the First Part is the Khatedar of land Khasra No. 34 min. admeasuring 1 Bigha 15 Bishwa, Khasra No. 37 min. admeasuring 1 Bigha 5 Bishwa & Khasra No. 37/2 admeasuring 6 Bigha 15 Bishwa Total 9 Bigha 15 Bishwa (18876 square yards) situated at Village Jhalamand Tehsil & District Jodhpur (Rajasthan).

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2012/24

For Ashapurna Buildcon Ltd.
Director



ATTESTED
NOTARY, JODHPUR
03/06/19

ASHAPURNA BUILDCON LIMITED

Auth. Signatory

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

Fee Receipt

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

Print Date : 29-07-2020 5:57 PM

Fee Receipt No	: 202002054002350	Receipt Date	: 29/07/2020
Name	: M/S ASHAPURNA BUILDCON LIMITED, JODHPUR TH. HARSHVARDHAN SINGH,	Document S. No.	: 202001054002306
Address	: 00, UCHIYARDA, JODHPUR, JODHPUR		
Document Type	: Power of Attorney		
Face Value	: ₹ 0	Evaluated Value	: ₹ 34464062
Ord-Registration Fee	: ₹ 10000	Fee for Memorandum Us_64_67	: ₹
CSI	: ₹ 300	Certified copying fees Us_57	: ₹ 0
Stamp (Memorandum)	: ₹	Reg (memorandum)	: ₹
Surcharge	: ₹ 51696	Stamp Duty	: ₹ 172321
Penalty	: ₹ 0	Inspection fee	: ₹ 0
Us_25_34	: ₹ 0	Commission	: ₹ 0
Custody	: ₹	Others	: ₹ 0
		Cash Amount Received	: ₹ 0
		Other than Cash	: ₹ 234317
		Total Amount	: ₹ 234317

Mode of Payment (#Mode Number Amount #)

Stamp N.A. ₹ 130 # DD 1473 ₹ 100000 # DD 1474 ₹ 100000 # DD 1472 ₹ 34187

*Rebate U/S 9(1) : ₹ 516961

Signature of presenter or applicant for
copy or Search certificate

Cashier



Signature of recipient
and date of return receipt

उप पंजीयक (चतुर्थ)
SUB-REGISTRAR

जोधपुर



राजस्थान RAJASTHAN



GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that I, Chena Ram S/o Shri Dhanna Ram ji Bycaste Meghwal Age 64 years R/o Village Uchiyarda Tehsil and District Jodhpur (Rajasthan) 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:**

WHEREAS:

I am the Khatedar of parcel of land Khasra No. 34 min. admeasuring 1 Bigha 15 Bishwa, Khasra No. 37 min. admeasuring 1 Bigha 5 Bishwa & Khasra No. 37/2 admeasuring 6 Bigha 15 Bishwa Total Land 9 Bigha 15 Bishwa situated at Village Jhalamand Tehsil & District Jodhpur (Rajasthan) (more particularly detailed in Schedule-A attached hereto and List-A Plots hereinafter referred to as the "Project Land").

For Ashapurna Buildcon Ltd.

Director

A. I have en

नाम मुद्रांक विक्रेता सुनिता ठगड़िया मजुना फ. नं 337707
रहने के स 124/1 दि. 28/7/2020 + पेन्स 1 रु 100/-
पदांक केता का नं. 12/12/14
पेता / पति का नाम 12/12/14
पता 37 चि 775 जी 4/5
पर्याजन जमरल 4142 को के उरीनी
हस्त कर को दश में हने के नाम पेता 12/12/14

कता करने के हस्ताक्षर मुद्रांक विक्रेता के हस्ताक्षर
निकुल मथान कचहरी राउत म. नोक्षार

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A. I have entered into a Development Agreement dated 3rd June, 2019 (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 its Director Mr. Harshvardhan Singh S/o Shri Karan Singh Ji Bycaste Rajput Aged 26 years R/o Village Uchiyarda Tehsil & District 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.



4/7/2019



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.

For 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, Chena Ram S/o Shri Dhanna Ram ji Bycaste Meghwal Age 64 years R/o Village Uchiyarda Tehsil and District Jodhpur 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.



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For Ashapurna Buildcon Ltd.

[Signature]
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

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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.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.

.....5.



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For Ashapurna Builders Ltd.
Director



11. 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.
12. 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.
13. 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.
14. 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.
15. 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.



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For Ashapurna Building Corporation Ltd.

[Signature]
Director



.....6.

16. 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.



17. 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.

18. 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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न्य/२) ५



For Ashapurna Builders Ltd.

Director



.....7.

19. 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.

20. 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.



पुणे/२०/२५



21. 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.

22. 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.

For Ashapurna Buildcon Ltd.

Director

23. To present the documents for registration and admit the execution of such documents before the appropriate authority.

24. 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.

Presentation Endorsement

आज दिनांक 29 माह 07 सन् 2020 को 05:55 PM बजे
 श्री/श्रीमती/सुश्री CHENA RAM पुत्र/पुत्री/पत्नि श्री SHRI DHANNA RAM JI
 उम्र 64 वर्ष, जाति MEGHWAL, व्यवसाय Business
 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।

हस्ताक्षर प्रस्तुतकर्ता
 202001054002306

(ii) Any other Person

हस्ताक्षर उप पंजीयक
 उप पंजीयक (चतुर्थ)
 जोधपुर

Fees Receipt Endorsement

रसीद नं.	202002054002350
दिनांक	29-07-2020
पंजीयन शुल्क ₹	10000
प्रतिलिपि शुल्क ₹	0
पृष्ठांकन शुल्क ₹	300
अन्य शुल्क ₹	0
कमी स्टाम्प शुल्क ₹	172321
कमी सरचार्ज शुल्क ₹	51696
कुल योग	234317

202001054002306

(ii) Any other Person

उप पंजीयक, JODHPUR-IV
 उप पंजीयक (चतुर्थ)



25. To sign on the tripartite agreement to sell, sale deeds for the sale of all the plots/units in the Project with each purchaser on my behalf.
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.



चैना २१/३



For Ashapurna Building Co. Ltd.

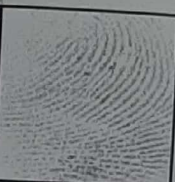
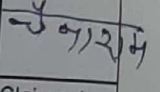
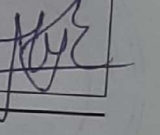
Director

- 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.

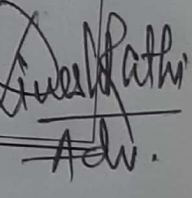


.....9.

Endorsement of Execution

अनु क्र.	पक्षकारों का नाम व पता	छायाचित्र	अंगूठा	पक्षकारों का प्रकार
1	श्री/श्रीमती/सुश्री CHENA RAM , पुत्र/पुत्री/पत्नि श्री SHRI DHANNA RAM Ji , व्यवसाय Businessजाति MEGHWAL House No.:00, Colony: UCHIYARDA, Area: UCHIYARDA, City: JODHPUR, Pin code: 342027, District: JODHPUR, State: RAJASTHAN			Executant Age : 64 Signature : 
2	श्री/श्रीमती/सुश्री M/S ASHAPURNA BUILDCON LIMITED, JODHPUR TH. HARSHVARDHAN SINGH, पुत्र/पुत्री/पत्नि श्री SHRI KARAN SINGH Ji, व्यवसाय Businessजाति RAJPUT House No.:00, Colony: UCHIYARDA, Area: UCHIYARDA, City: JODHPUR, Pin code: 342027, District: JODHPUR, State: RAJASTHAN			Claimant Age : 26 Signature : 

ने लेख्यपत्र (ii)Any other Person 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 है।

अनु क्र.	गवाहों का नाम व पता	छायाचित्र	अंगूठा	हस्ताक्षर
1	Name: श्री/श्रीमती/सुश्री DINESH RATHI, पुत्र/पुत्री/पत्नि श्री ADVOCATE जाति MAHESHWARI Age: 41 Add: House No.:00, Colony: RHC, Area: RHC, City: JODHPUR, Pin code: 342006, District: JODHPUR, State: RAJASTHAN			Signature 

202001054002306

उप पंजीयक, JODHPUR-IV

उप पंजीयक (चतुर्थ)

बोम्बे

(ii)Any other Person



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.

IN WITNESS WHEREOF I, Chena Ram S/o Shri Dhanna Ram ji have set my hands this 29th day of July, 2020.

Signed, Sealed and delivered by the within named



29/7/20

Chena Ram

For Ashapurna Builders Ltd.

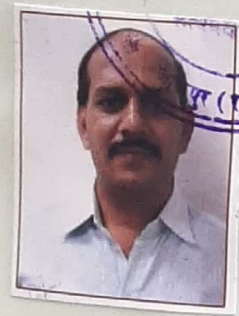
Director

(Attorney)

WITNESSES



1. Rany Singh S/o Sh. Bhika Singh
C-99 Shastri Nagar Jodhpur



2. Tej Singh S/o Sh. Ugam Singh
Ram Chawk, D/S Margari Gate,
Jodhpur.

Under 54 Endorsement

धारा 54 के तहत प्रमाण-पत्र प्रमाणित किया जाता है कि इस लेख पत्र की मालियत रु 34464062 मानते हुए इस पर देय कमी मुद्रांक राशि रु 172321 पर कमी पंजीयन शुल्क रु 10000, सरचार्ज राशि 51696 कुल रु 234017 रसीद संख्या 202002054002350 दिनांक 29-07-2020 में जमा किये गये हैं।

अतः दस्तावेज को रु 172321 के मुद्रांकों पर निष्पादित माना जाता है।

202001054002306


उप पंजीयक, JODHPUR-IV

(ii) Any other Person

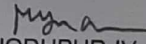
उप पंजीयक (चतुर्थ)
जोधपुर

Registration Endorsement

आज दिनांक 29/07/2020 को
पुस्तक संख्या 4 जिल्द संख्या 3 में
पृष्ठ संख्या 171 क्रम संख्या 202003054400023 पर पंजीबद्ध किया गया तथा
अतिरिक्त पुस्तक संख्या 4 जिल्द संख्या 6 के
पृष्ठ संख्या 816 से 830 पर चस्पा किया गया।

202001054002306

(ii) Any other Person


उप पंजीयक, JODHPUR-IV

उप पंजीयक (चतुर्थ)
जोधपुर



Schedule-A

Description of Schedule-A Land

The Party of the First Part is the Khatedar of land Khasra No. 34 min. admeasuring 1 Bigha 15 Bishwa, Khasra No. 37 min. admeasuring 1 Bigha 5 Bishwa & Khasra No. 37/2 admeasuring 6 Bigha 15 Bishwa Total 9 Bigha 15 Bishwa situated at Village Jhalamand Tehsil & District Jodhpur (Rajasthan).

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40/21/8



For Ashapurna Buildcon Ltd.


Director



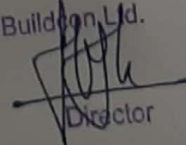
List – A

Details of Plots situated at Khasra No. 34 min., 37 min, 37/2
Village Jhalamand Tehsil and District Jodhpur.

SN.	PLOT No	AREA Sq.Ft	AREA Sq Yds	Road Status
1	1	1466	162.88	40 Ft Road, Coner
2	2	1250	138.88	30 Ft Road
3	3	1250	138.88	30 Ft Road
4	4	1250	138.88	30 Ft Road
5	5	1250	138.88	30 Ft Road
6	6	1272	141.37	30 Ft Road
7	7	1282	142.46	30 Ft Road
8	8	1250	138.88	30 Ft Road
9	9	1250	138.88	30 Ft Road
10	10	1250	138.88	30 Ft Road
11	11	1250	138.88	30 Ft Road
12	12	1635	181.71	40 Ft Road, Coner
13	13	1732	192.45	40 Ft Road, Coner
14	14	1250	138.88	30 Ft Road
15	15	1250	138.88	30 Ft Road
16	16	1250	138.88	30 Ft Road
17	17	1250	138.88	30 Ft Road
18	18	1284	142.67	30 Ft Road
19	19	800	88.91	30 Ft Road
20	20	800	88.88	30 Ft Road
21	21	800	88.88	30 Ft Road
22	22	800	88.88	30 Ft Road
23	23	800	88.88	30 Ft Road
24	24	800	88.88	30 Ft Road
25	25	800	88.88	30 Ft Road
26	26	800	88.88	40 Ft Road, Coner
27	27	800	88.88	40 Ft Road, Coner
28	28	800	88.88	30 Ft Road
29	29	800	88.88	30 Ft Road
30	30	800	88.88	30 Ft Road
31	31	800	88.88	30 Ft Road
32	32	800	88.88	30 Ft Road
33	33	800	88.88	30 Ft Road
34	34	800	88.92	30 Ft Road
35	35	800	88.94	30 Ft Road
36	36	800	88.88	30 Ft Road
37	37	800	88.88	30 Ft Road
38	38	800	88.88	30 Ft Road
39	39	800	88.88	30 Ft Road
40	40	800	88.88	30 Ft Road
41	41	800	88.88	30 Ft Road

चौधरी

For Ashapurna Building Ltd.

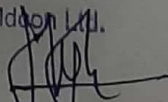

Director



SN.	PLOT No	AREA Sq.Ft	AREA Sq Yds	Road Status
42	42	800	88.88	40 Ft Road, Coner
43	48	800	88.88	30 Ft Road
44	49	800	88.88	30 Ft Road
45	50	800	88.92	30 Ft Road
46	133	672	74.66	40 Ft Road, Coner
47	134	512	56.88	30 Ft Road
48	135	512	56.88	30 Ft Road
49	136	512	56.88	30 Ft Road
50	137	512	56.88	30 Ft Road
51	138	512	56.88	30 Ft Road
52	139	512	56.88	30 Ft Road
53	140	512	56.88	30 Ft Road
54	141	512	56.88	30 Ft Road
55	142	512	56.88	30 Ft Road
56	143	512	56.88	30 Ft Road
57	144	512	56.88	30 Ft Road
58	145	512	56.88	30 Ft Road
59	146	512	56.88	30 Ft Road
60	147	512	56.88	30 Ft Road
61	148	704	78.22	30 Ft Road, Coner
62	149	630	70	30 Ft Road, Coner
63	150	450	50	30 Ft Road
64	151	450	50	30 Ft Road
65	152	450	50	30 Ft Road
66	153	450	50	30 Ft Road
67	154	450	50	30 Ft Road
68	155	450	50	30 Ft Road
69	156	450	50	30 Ft Road
70	157	450	50	30 Ft Road
71	158	450	50	30 Ft Road
72	159	450	50	30 Ft Road
73	160	450	50	30 Ft Road
74	161	450	50	30 Ft Road
75	162	450	50	30 Ft Road
76	163	450	50	30 Ft Road
77	164	450	50	30 Ft Road
78	165	630	70	40 Ft Road, Coner
79	166	450	50	40 Ft Road, Coner
80	167	450	50	30 Ft Road
81	168	450	50	30 Ft Road
82	169	450	50	30 Ft Road
83	170	450	50	30 Ft Road
84	171	450	50	30 Ft Road
85	172	450	50	30 Ft Road
86	173	450	50	30 Ft Road
87	174	450	50	30 Ft Road
88	175	450	50	30 Ft Road
89	176	450	50	30 Ft Road
90	177	450	50	30 Ft Road

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For Ashapurna Building L.L.


Director



SN.	PLOT No	AREA Sq.Ft	AREA Sq Yds	Road Status
91	178	450	50	30 Ft Road
92	179	450	50	30 Ft Road
93	180	450	50	30 Ft Road
94	181	450	50	30 Ft Road
95	182	450	50	30 Ft Road
96	183	450	50	30 Ft Road
97	184	570	63.33	30 Ft Road
98	185	672	74.67	30 Ft Road
99	186	512	56.88	30 Ft Road
100	187	512	56.88	30 Ft Road
101	188	512	56.88	30 Ft Road
102	189	512	56.88	30 Ft Road
103	190	512	56.88	30 Ft Road
104	191	512	56.88	30 Ft Road
105	192	512	56.88	30 Ft Road
106	193	512	56.88	30 Ft Road
107	194	512	56.88	30 Ft Road
108	195	512	56.88	30 Ft Road
109	196	512	56.88	30 Ft Road
110	197	512	56.88	30 Ft Road
111	198	512	56.88	30 Ft Road
112	199	512	56.88	30 Ft Road
113	200	512	56.88	30 Ft Road
114	201	640	71.11	40 Ft Road, Coner
115	202	801	88.96	40 Ft Road, Coner
116	203	802	89.11	30 Ft Road
117	204	803	89.26	30 Ft Road
118	205	805	89.41	30 Ft Road
119	206	806	89.55	30 Ft Road
120	207	807	89.71	30 Ft Road
121	208	809	89.85	30 Ft Road
122	209	810	90.01	30 Ft Road
123	210	811	90.15	30 Ft Road
124	211	814	90.45	30 Ft Road
125	212	818	90.91	30 Ft Road
126	213	823	91.39	30 Ft Road
127	214	827	91.87	30 Ft Road
128	215	681	75.67	30 Ft Road
Total		90701	10077.84	

30 Ft Road	78941 Sqft
30 Ft Road - Coner	1334 Sqft
40 Ft Road - Coner	10426 Sqft
Total	90701 Sqft



For Ashapurna Buildcon Ltd.

Director

Registration Endorsement

आज दिनांक 29/07/2020 को
पुस्तक संख्या 4 जिल्द संख्या 3 में
पृष्ठ संख्या 171 क्रम संख्या 202003054400023 पर पंजीबद्ध किया गया तथा
अतिरिक्त पुस्तक संख्या 4 जिल्द संख्या 6 के
पृष्ठ संख्या 816 से 830 पर चस्पा किया गया।

202001054002306

(ii) Any other Person

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

