

e-Challan
Registration and Stamps department
Government of Rajasthan

GRN: 0085230394



Payment Date: 01/02/2024 13:40:07

Office Name: SUB REGISTRAR REGISTRATION & STAMPS, JALOR
Location: JALORE
Period: 01/04/2023-To-31/03/2024

S.No	Purpose/Budget Head Name	Amount (₹)
1	0030-02-800-01-00-अन्य प्राप्तियां	900.00
	Commision(-):	0.00
	Total/NetAmount:	900.00

Nine Hundred Rupees and Zero Paise Only

Payee Details:

Full Name: AMAN SAXENA

Pan No.(If Applicable):

Address:JODHPUR

Tin/Actt.No./VehicleNo./Taxid :

City(Pincode): JODHPUR(342001)

Remarks:INSPECTION AND SEARCH

Payment Details:

Challan No. - 0

Bank: State Bank Of India

Bank CIN No: SBIN8523039401022024

Date: 01/02/2024 13:40:07

Refrence No: CK000IECT6

Computer generated copy on : 01/02/2024

Courtesy : <https://Egras.rajasthan.gov.in>

January, 25, 2024

Title Search Report

Re.: Title Search Report for **developer agreement** in respect of **Land located at Khasra No 5280 Jalore B, Tehsil Jalore admeasuring 5.56 Hectare.**

A. DESCRIPTION OF THE PROPERTY:

The property which forms the subject matter of this title report is immovable property being the **Khasra No 5280 Jalore B, Tehsil Jalore admeasuring 5.56 Hectare. ("said Property")**.

B. DOCUMENTS:

Copies of the following documents:

1. Sale Deed dated 07.03.2007 (Registration No. 2007000754 dated 07.03.2007, Book No. 1, Jild No. 376 at pages Nos. 116), vide which Bhanmra Ram, Bhura Ram, Mohanlal, Lachhi Ram sold the land admeasuring 0.64 Hectare out of 5.56 hectare situated at **Khasra No 5280 Jalore B, Tehsil Jalore**, to Shree. Mahender Kumar, S/o Laxminarayan Ji by caste Agarwal resident of In front of Eye Hospital, Jalore.
2. Sale Deed dated 04.06.2007 (Registration No. 2007001781 dated 04.06.2007, Book No. 1, Jild No. 381 at pages Nos. 143), vide which Samartha Ram, Bhima Ram S/o Late Hajiram Ji, Mu Kanko W/o Late Hajiram Ji, and Lachhi Ram S/o Dana Ji sold the land admeasuring 0.64 Hectare out of 5.56 hectare situated at **Khasra No 5280 Jalore B, Tehsil Jalore**, to Shree. Mahender Kumar, S/o

Laxminarayan Ji by caste Agarwal resident of In Front of Eye Hospital, Jalore.

3. Photo Copy of Jamabandi dated 09.03.2013 in favour of Mahender Kumar S/o Laxmi Narayan for 1.28 hectare agriculture land in khata sankhya 72, khasra No 5280, village Jalore B, Jalore.
4. Land conversion order dated 15.07.2013 under 90 A in favour of Mahender Agrawal S/o Laxminarayan Agarwal for 12,800 Sq Mtr (i.e 1.28 hectare) of land located in Khasra sankhya 5280, village Jalore B, Jalore.

A. DEVOLUTION OF TITLE (ALONGWITH COMMENTS ON THE EXAMINED TITLE AND MISC. DOCUMENTS):

1. Vide the Sale Deed dated 07.03.2007 (Registration No. 2007000754 dated 07.03.2007, Book No. 1, Jild No. 376 at pages Nos. 116), vide which Bhanmra Ram ji S/o Hanjari ram Ji, Bhura Ram Ji S/o Hanjari Ram Ji, Mohanlal S/o Maga Ji and Lachhi Ram S/o of Dana ji transferred the Land situated **in khasra no 5280, admeasuring 0.64 hectare (originally part of land 5.56 Hectare in Khasra No 5280)** to Shri. Mahender Kumar S/o Laxmi Naryan Ji. That on 01.09.1964 and also through Sale Deed dated 04.06.2007 (Registration No. 2007001781 dated 04.06.2007, Book No. 1, Jild No. 381 at pages Nos. 143), vide which Samartha Ram, Bhima Ram S/o Late Hajiram Ji , Mu Kanko W/o Late Hajiram Ji, and Lachhi Ram S/o Dana Ji transferred the land situated **in khasra no 5280, admeasuring 0.64 hectare (originally part of land 5.56 Hectare in Khasra No 5280)** Shri. Mahender Kumar S/o Laxmi Naryan Ji ,the seller's claimed their interest in the above land individually equal to 0.16 hectare of land after which the mutation entry in the land records has been entered in the name of Shri Mahender Kumar

S/o Laxmi Narayan for land equivalent to 1.28 hectare in khasra no 5280.

2. Thereafter, Shree Mahender Kumar applied for the conversion of the land under Section 90 A, the said conversion was confirmed by the order dated 15.07.2023 passed by Authorised Officer Nagar Parishad, Nagaur.

B. ENCUMBRANCES ON SAID PROPERTY:

That no such document has been produced to verify that the property is charged or mortgaged nor jamabanbdi contains any details regarding encumbrance.

C. BUILDING PERMISSIONS AND OUR OBSERVATIONS THEREON:

1. That as per the local law building permission is required to be taken from the municipal authority to start the construction, However no document has been produced to verify that the construction permission has been taken or not.

D. PROPERTY TAX, UTILITY BILLS/ MISC. AND OUR OBSERVATIONS THEREON:

That no such document has been produced document has been produced to verify that the property is charged or mortgaged.

E. INSPECTION IN LOCAL SUB REGISTRAR OFFICE

That, I have made the search in the local Sub Registrar office Jalore for the year 2007 to 2023, total 17 years search has been conducted by me in the Sub registrar office, in evidence of which I am enclosing the receipt issued by the Sub Registrar office Jalore. It is also certified that the sale deed above found registered in the concerned sub registrar office

CONCLUSION:

Subject to our comments hereinabove, we are of the opinion that the Shri. Mahender Kumar S/o Laxmi Naryan Ji through the above sale deed dated 07.03.2007 and 04.06.2007 has obtained the title of the land admeasuring 1.28 Hectare in khasra no 5280, Jalore B, Tehsil Jalore the said title hereby also confirmed after review of the Jamambandi and Land conversion order dated 15.07.2023 in favour of Mahender Kumar S/o Laxmi Naryan Ji.

In my opinion Mahender Kumar S/o Laxmi Naryan Ji is the title owner of the above said land and has right to legally enter into developer agreement.

AKSHAT VERMA
ADVOCATE
(R-2534/2010)
 Rajasthan High Court, Jaipur
 Yours faithfully,
(AKSHAT VERMA)
 ADVOCATE

(केवल नकल के उपयोग हेतु)
जमाबन्दी (खतौनी) ग्राम जालौर पटवार क्षेत्र 32 भू-अभिलेख निरीक्षक क्षेत्र जालौर तहसील जालौर जिला जालौर राजस्थान सम्वत् 2067 से 2070

खेवट खतौनी सं.		भू-धारकों का नाम	काश्तकार का नाम मय पिता का नाम, जाति तथा निवास स्थान के पते सहित एवं भू-धृति का स्वरूप	खसरा संख्या	क्षेत्रफल	मृदा (भूमि) वर्गीकरण	सिंचाई के क्षेत्र	कृषक द्वारा		सम्बत..... के लिए		सम्बत..... के लिए		सम्बत..... के लिए		टिप्पणियां
नई	पुरानी							दर सहित बीरा	रकम	अंतरण का प्रकार सहित अनु. प्रमाणित नामान्तरण के आदेश की संख्या एवं तारीख	भूमि के बीरे सहित अंतरण में की विशिष्टियां, जिसके पक्ष में भूमि अंतरित की गई है।	अंतरण का प्रकार सहित अनु. प्रमाणित नामान्तरण के आदेश की संख्या एवं तारीख	भूमि के बीरे सहित अंतरण में की विशिष्टियां, जिसके पक्ष में भूमि अंतरित की गई है।	अंतरण का प्रकार सहित अनु. प्रमाणित नामान्तरण के आदेश की संख्या एवं तारीख	भूमि के बीरे सहित अंतरण में की विशिष्टियां, जिसके पक्ष में भूमि अंतरित की गई है।	
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
72	71	राजस्थान सरकार	महेन्द्र कुमार पुत्र लक्ष्मी नारायण जाति के गुजरात 1-28 हे० (ख.न. 5280 में) शेष इन्डाल बदायूँर जमाबन्दी अनुसार रहे।	5278	1.75	बा.सो	1.75	3	5.25							
				5280	5-56	—	5-56	3	16.68							
				2	7-31	बा.सो	7-31	3	21.93							



5=40

क्रमांक: []

पटवार परत

नामान्तरकरण प्रपत्र (प-21-ग)

ग्राम का नाम: जालौर जिला: जालौर
पटवार सर्किल: लेट
मू-अभिलेख निरीक्षक हल्का: जालौर तहसील: जालौर
(1-क) नामान्तरकरण संख्या: 2229 (1-ख) नामान्तरकरण का प्रकार (1) विरात (2) वसीयत (3) बेघान (4) रहन (5) रहन मुक्त (6) समर्पण (7) न्यायालय आदेश (8) अन्य: []
(1-ग) आवेदन की तारीख/रख प्रेरणा से: []
(2) नामान्तरकरण खोलने के लिए रजिस्ट्रीकृत - दस्तावेज/ - आदेश के ब्यौर: श्रीमान तहसीलदार सा जालौर के आदेश/प्रपत्र/2814 दि 17-7-13 की प्रालना से संशोधित/प्रस्तावित प्रविष्टियाँ

17-7-13 की दालना में संशोधित / प्रस्तावित परिवर्तियाँ												
खाते की वर्तमान स्थिति												
अभिधारी और उसके पिता के नाम सहित जाति और निवास का पता	खाता संख्या	खसरा संख्या	क्षेत्रफल	भूमि का प्रकार	राजस्व	ढाल-बाँध तथा संयंत्र की क्रम संख्या जिसमें मांग नियत की गई है	अभिधारी और उसके पिता के नाम सहित जाति और निवास का पता	संशोधित / नया खाता संख्या (यदि पूर्ववर्ती खाता संख्या में कोई परिवर्तन हो)	खसरा संख्या	क्षेत्रफल	भूमि का प्रकार	राजस्व
13	4	5	6	7	8	9	10	11	12	13	14	15
महेन्द्रकुमार पुत्र लक्ष्मीनारायण जाति अगवाल 1-28 रे (खन 5280 में) शेख इन्जान बदनूर जमाबंदी अनुसार रहे	72	5280	5.56	बासी	16-68		महेन्द्रकुमार पुत्र लक्ष्मीनारायण जाति अगवाल 1-28 रे (खन 5280 में) AT-DISPOSAL नगर परिषद जालौर (कोटासिमा प्रयोजन) शेख इन्जान बदनूर जमाबंदी अनुसार रहे	72	5280	5.56	बासी	16-68
	नाक 1688 1989			शेख खन व खाता बदल रहे।								

ह) पटवारी की जाँच रिपोर्ट: श्रीमान तहसीलदार सा जालौर के आदेश दि 17-7-13 की प्रालना से नाक भरा जाकर वालि जांचे उत्तर है
(16-ख) मू-अभिलेख निरीक्षक को प्रस्तुत करने की तारीख: 18/07/13
(16-ग) ग्राम पंचायत/तहसीलदार को प्रस्तुत करने की तारीख: 18/07/13
(16-घ) विनिश्चित करने वाले अधिकारी का आदेश (ब्यौर): श्रीमान तहसीलदार सा जालौर के आदेश दि 17-7-13
तारीख और फील्ड नमूना सहित, विनिश्चित करने वाले अधिकारी के हस्ताक्षर: तहसीलदार, जालौर
84 दि 18/7/13
हस्ताक्षर (महोदय)

विनिश्चय के पश्चात् जमाबन्दी में प्रविष्ट करने के लिए समस्त संशोधित / नये खाते--						
क्र. सं.	संशोधित / नया खाता संख्या (यदि पूर्ववर्ती खाता संख्या में कोई परिवर्तन हो)	नामान्तरकरण प्रविष्टियों से प्रभावित प्रविष्टियाँ और शेष प्रविष्टियों का ब्यौरा	खसरा संख्या	क्षेत्रफल	भूमि का प्रकार	ढाल-बाँध तथा सवत की क्रम संख्या जिसमें मांग नियत की गई है
2229	72	महेन्द्रकुमार पुत्र लक्ष्मीनारायण जाति अगवाल 1-28 रे (खन 5280 मे) AT-DISPOSAL नगर परिषद जालौर (कोटासिमा प्रयोजन) शेख इन्जान बदनूर रहे	5280	5.56	बासी	16-68

25. रिसोर्स परसन् को तहसील में प्राप्ति की दिनांक

पटवारी का नाम हस्ताक्षर तथा तारीख

पटवारी का नाम हस्ताक्षर तथा तारीख (परिदत्त करने वाला) परिदत्तकर्ता

26. कम्प्यूटर में प्रविष्टि की दिनांक

आर पी. जी. का नाम, हस्ताक्षर तथा तारीख

27. ऑफिस कानूनगो द्वारा कम्प्यूटर प्रविष्टि के अनुप्रमाणन की तारीख

ऑफिस कानूनगो का नाम, हस्ताक्षर तथा तारीख

[Signature]



जमाबन्दी (खेवट/खतोनी)
(प्रतिलिपि)

प्रपत्र बी-26 (सी)
(देखिये नियम 153 ए)

ग्राम का नाम :- जालोर-बी
पटवार हल्का :- लेटा
भू. अभि. नि. :- जालोर
तहसील :- जालोर
जिला :- जालोर

अंतिम चौसाला आधार सम्बत :- 2071 - 2074 जमाबन्दी 2076 (वर्ष 2020) से स्थायी
भूमि धारक का नाम :- राज.सरकार
क्षेत्रफल की ईकाई :- हैक्टेयर
खाता संख्या नया :- 1207
खाता संख्या पुराना :- 74

काश्तकार का नाम:-

1. AT Disposal नगर परिषद जालोर आवासीय प्रयोजनार्थ हिस्सा- पूर्ण NA खातेदार,

खसरा संख्या	क्षेत्रफल	भूमि वर्गीकरण	कृषक द्वारा संदत्त लगान	सिंचाई के साधन	अन्तरण के क्रम में प्रमाणित नामान्तरकरण संख्या व दिनांक	टिप्पणी
5280	5.5600	गै.मु.आवासीय	5.5600		नोट नं. 31 से दिनांक 27/01/2023 खसरा संख्या : 5280 सभी काश्तकार पर सहायक कलेक्टर एस.डी.ओ.कोर्ट जालोर के मु.न.7/2022 के अनुसार महेन्द्र कुमार पुत्र लक्ष्मीनारायण अग्रवाल के हिस्से को छोड़ते हुए मौके व रिकॉर्ड की बहालस्थिति बनाये रखने का स्थगन नोट लगा हुआ है।	

कल खसरे - 1 5.5600 5.5600

यह प्रपत्र केवल प्रार्थी की जानकारी के लिए है।

इसका उपयोग किसी भी न्यायालय में साक्षी के रूप में नहीं किया जा सकता है।

नकल जारी करने की तिथि :- 31-Jan-2023

NIC

भागला सं. 09 और वर्ष 2013-14 / 5510-12 / 2013-14

1. श्री जे.के. अग्रवाल पुत्र श्री जे.के. अग्रवाल
पता जिला औरंगाबाद के अग्रवाल ज. औरंगाबाद
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 15/07/13

गमले के संक्षिप्त तथ्य निम्नानुसार है:-

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

तहसील और जिले का नाम	राजस्व ग्राम का नाम	खसरा सं.	क्षेत्र
जिला औरंगाबाद	जिला A	5280	12800 वर्ग मी.

(2) आवेदक ने आवेदन के साथ नवीनतम प्रमाणित जमाबंदी की प्रति, राजस्व खसरा अनुरेख, सम्यक् रूप से अनुप्रमाणित शक्तिपूर्ति बंधपत्र और शपथपत्र, फी-मैप, अभिव्यक्त योजना, सर्वेक्षण नक्शा और अन्य सुरंगत दस्तावेज प्रस्तुत किये हैं।

(3) यह कि मैंने आवेदक द्वारा प्रस्तुत आवेदन और दस्तावेजों/कथनों का परीक्षण कर लिया है। मैंने संबंधित तहसीलदार की रिपोर्ट और स्थानीय प्राधिकारी की सहमति रिपोर्ट का परीक्षण कर लिया है। मेरी यह राय है कि आवेदित भूमि का गैर-कृषिक प्रयोजन के लिए वांछित उपयोग मास्टर योजना/विकास योजना/स्कीम के अनुरूप है और आवेदक के आवेदन को राजस्थान भू-राजस्व अधिनियम, 1956 की धारा 90-क और राजस्थान अधिभूति अधिनियम की धारा 63 और तदधीन बनावे गये नियमों के उपबंधों के अनुसार ऐसी भूमि पर अधिभूति अधिकार निर्वापित करके भूमि का 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 सं. 5280 नाप 12800 वर्ग मी. (सेक्टर/बीछ) की जगह तहसील जिला औरंगाबाद में स्थित भूमि पर आवेदक के अधिभूति अधिकारी को उक्त भूमि का प्रयोजन के लिए उपयोग करने हेतु निर्वापित किया जायेगा और इस आदेश की तारीख से उक्त भूमि को, उक्त भूमि का आवेदक/आवेदक द्वारा नामनिर्दिष्ट व्यक्तियों को, उक्त स्थानीय प्राधिकारी पर लागू विधि नियमों, दिनियमों या उप विधि के अनुसार आवंटन के लिए, स्थानीय प्राधिकारी के व्यवनाधीन रखा गया समझा जायेगा।

(5) आवेदक द्वारा उस भूमि को, जिसके लिए यह अनुज्ञा दी गई है, यथाविहित प्रीमियम, नगरीय निर्धारण योजना के अनुमोदन के पश्चात, स्थानीय प्राधिकारी द्वारा सम्यक् आवंटन किये जाने के पश्चात ही गैर-कृषिक प्रयोजन के लिए उपयोग में लिया जायेगा।

(6) इन नियमों के अधीन विहित और स्थानीय प्राधिकारी द्वारा सुरंगत विधि के अनुसार अधिरोपित निबंधनों और शर्तों की आवेदक द्वारा पालना की जायेगी।

प्ररूप-11 भाग (ब)

आदेश अधोहस्ताक्षरी के हस्ताक्षर और मुहर के अधीन आज दिनांक 15/07/13 को पारित किया गया।

5510-12

प्रधिकृत अधिकारी
(आयुक्त)
दिनांक 15/7/13

प्रति सूचना एवं आवश्यक कार्रवाई के लिए निम्नलिखित को असेमित की गयी-

1. सचिव/मुख्य नगरपालिक अधिकारी, स्थानीय प्राधिकरण.....
2. तहसीलदार 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. श्री (खातेदार)

4. उद्धे पनाचरी

प्रधिकृत अधिकारी
(आयुक्त)
नगर पालिका, जाकोर (राज.)

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

Fee Receipt

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

Print Date : 05-01-2024 7:39 PM

Fee Receipt No	: 202402104000235	Receipt Date	: 05/01/2024
Name	: Sai Laxmi Narayan Infracon LLP PARTNER PRAVEEN KUMAR AGARWAL.	Document S. No	: 202401104000229
Address	: 0 ,OPP. EYE HOSPITAL,JALORE ,JALORE .		
Document Type	: Agreement		
Face Value	: ₹ 0	Evaluated Value	: ₹ 2253446
Ord-Registration Fee	: ₹ 225345	Fee for Memorandum Us_64_67	: ₹ 225345
CSI	: ₹ 300	Certified copying fees Us_57	: ₹ 0
Stamp (Memorandum)	: ₹	Reg (memorandum)	: ₹ 0
Surcharge	: ₹ 67605	Stamp Duty	: ₹ 0
Penalty	: ₹ 0	Inspection fee	: ₹ 0
Us_25_34	: ₹ 0	Commission	: ₹ 0
Custody	: ₹	Others	: ₹ 0
		Cash Amount Received	: ₹ 518595
		Other than Cash	: ₹ 518595
		Total Amount	: ₹ 1126723



Mode of Payment (#Mode Number Amount #)

eStamp NN-RJ25993038125450W ₹ 292950 # e-Gras Challan 84323216 ₹ 225645

Signature of presenter or applicant for
copy or Search certificate

Signature of recipient
and Date of return receipt

SUB-REGISTRAR

उप पंजीक जालोर



सत्यमेव जयते

INDIA NON JUDICIAL
Government of Rajasthan

₹2,92,950

e-Stamp

Certificate No. : IN-RJ25993038125450W
Certificate Issued Date : 05-Jan-2024 06:44 PM
Account Reference : NONACC (SV)/ rj3218204/ JALORE/ RJ-JA
Unique Doc. Reference : SUBIN-RJRJ321820439606044530986W
Purchased by : MAHENDRA KUMAR AGARWAL
Description of Document : Article 5(e) Developer Agreement (Sale power)
Property Description : JALORE B KH.NO. 5280
Consideration Price (Rs.) : 0
(Zero)
First Party : MAHENDRA KUMAR AGARWAL
Second Party : SAI LAXMI NARAYAN INFRACON LLP
Stamp Duty Paid By : SAI LAXMI NARAYAN INFRACON LLP
Stamp Duty Payable (Rs.) : 2,25,345
(Two Lakh Twenty Five Thousand Three Hundred And Forty Five only)
Surcharge for Infrastructure Development (Rs.) : 22,535
(Twenty Two Thousand Five Hundred And Thirty Five only)
Surcharge for Propagation and Conservation of Cow (Rs.) : 22,535
(Twenty Two Thousand Five Hundred And Thirty Five only)
Surcharge for Relief from Natural and Man-made Calamities (Rs.) : 22,535
(Twenty Two Thousand Five Hundred And Thirty Five only)
Stamp Duty Amount(Rs.) : 2,92,950
(Two Lakh Ninety Two Thousand Nine Hundred And Fifty only)

For SAI LAXMI NARAYAN INFRACON LLP

Partner / Auth.Sign.

For SAI LAXMI NARAYAN INFRACON LLP

Partner / Auth.Sign.



उप पंजीयक, जालोर



0007619855

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.drcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.



DEVELOPMENT AGREEMENT

This **Development Agreement** ("Agreement") is executed on this 5th Day of Jan. 2024 at Jalore by and between:

Mahendra Kumar Agarwal S/o Laxmi Narayan Agarwal aged 55 years R/o opposite government eyes hospital, Jalore, Rajasthan 343001, hereinafter collectively referred to as the '**Owners**' [which expression shall unless the context otherwise requires mean and include its successor(s), nominee(s) and permitted assign(s)] of the FIRST PART.

AND

Sai Laxmi Narayan Infracon LLP (LLPIN :ACC-8344, PAN - AFCFS2647L), a limited liability partnership incorporated under The Limited Liability Partnership Act 2008 having its registered office at 457 A, 5th A Road, Sardarpura, Jodhpur (Rajasthan) through its designated partner **Mr Aryan Jalhotra** S/o Mr Rajesh Jalhotra Aged 29 years R/o 384-R Model Town, Near Dushshera Ground, Yamunanagar Haryana(135001) & **Praveen Kumar Agarwal** s/o Mr Laxmi Narayan Agarwal r/o M.N.201, Suraj Pol Ke Andar, Opposite government eyes hospital, Jalore, Rajasthan, duly authorized by the company, hereinafter referred to as the "**Developer**" in this Agreement, which expression shall unless the context otherwise requires include its successor(s) and permitted assign(s)].

The owners and the developer are hereinafter individually referred to as the "**Party**" and collectively as the "**Parties**".

(A) The owner has represented the developer that they are the absolute owner of land aggregating to around 12800 sq mtr on Khasra No. 5280 situated at Jalore B, Leta-Jalore Road, Jalore Tehsil&District-Jalore, Rajasthan. Out of which the owner have

For SAI LAXMI NARAYAN INFRACON LLP

Partner Auth Sign.

For SAI LAXMI NARAYAN INFRACON LLP

Partner Auth Sign.

उप पजीयक, जालोर

Presentation Endorsement

आज दिनांक 05 माह 01 सन् 2024 को 07:28 PM बजे
श्री/श्रीमती/सुश्री MAHENDRA KUMAR AGARWAL पुत्र/पुत्री/पत्नि श्री LAXMI
NARAYAN AGARWAL
उम्र 55 वर्ष, जाति 0-AGARWAL, व्यवसाय Business
निवासी House No.:0, Colony: OPP. EYE HOSPITAL, JALORE, Area:
JALORE, City: JALORE, Pin code: 343001, District: , State:
RAJASTHAN
ने मेरे सामुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

हस्ताक्षर प्रस्तुतकर्ता
202401104000229

हस्ताक्षर उप पंजीयक,
JALORE

Developer Agreement- (ii) with sale power

Fees Receipt Endorsement

रसीद नं.	202402104000235
दिनांक	05-01-2024
पंजीयन शुल्क ₹	225345
प्रतिलिपि शुल्क ₹	0
पृष्ठांकन शुल्क ₹	300
अन्य शुल्क ₹	0
कमी स्टाम्प शुल्क ₹	225345
कमी सरचार्ज शुल्क ₹	67605
कुल योग	518595

202401104000229

उप पंजीयक, JALORE

Developer Agreement- (ii) with sale power

Mode of Payment (#Mode Number Amount #)

eStamp IN-RJ25993038125450W ₹
292950 # e-Gras Challan 84323216 ₹
225645

Endorsement of Execution



offered around 8921.93 sq meter on Khasra No. 5280 situated at Leta - Jalore Road, Tehsil & District -Jodhpur, Rajasthan as more particularly described in the *Schedule "A"* attached hereto and hereinafter referred to as "*the Scheduled Land*".

- (B) That the Developer possesses the requisite expertise and resources in respect of the construction and development of real estate projects of this size and magnitude and is keen to take up real estate project upon the Project Land. The owners have approached the developer with an offer to develop a residential project upon the Scheduled Land.
- (C) That the Owners has represented themselves to be the lawful Owners are seized and possessed of the Project Land and have all the powers to sell, develop, give on rent, mortgage, enter into any agreement, accept any advance amount and give any receipt or use in any manner the Project Land without any interference from any other person or agency.
- (D) The Owners has also represented to the Developers that the Project Land bears a clean, pure and marketable title and is free from all kind of encumbrances, any litigation, court cases, dispute, attachments, notices, prior agreements, any other contractual and statutory restrictions etc. and hence, the Owners are competent to enter into a development agreement in respect of the Project Land with the Developers.
- (E) The Owners and the Developer have decided to collaborate in such a manner that the Developer shall at its own cost and expenses, develop a residential township project comprising of Villas/Flats/Plots upon the Project Land (hereinafter referred to as "*the Project*") and then the villas/Flats/Plots in the Project shall be sold/transferred to the buyers in such manner that the Owners shall transfer the interest in Project Land to each one of them and the Developer shall transfer the developed units along-with incidental facilities/amenities and realize their respective considerations from the buyers.
- (F) The Developer, relying upon the representations made by the Owners, has agreed for development of the Project, as per the plans to be sanctioned by the authorities concerned upon the terms and conditions hereinafter provided.

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

Page 2 of 19

For SAI LAXMI NARAYAN INFRACON LLP
Partner / Auth. Sign.

For SAI LAXMI NARAYAN INFRACON LLP
Partner / Auth. Sign.

For SAI LAXMI NARAYAN INFRACON LLP
Partner / Auth. Sign.

07
साय लक्ष्मी नारायण इन्फ्राकॉन प्रा. लि.



Presentation Endorsement

आज दिनांक 05 माह 01 सन् 2024 को 07:28 PM बजे
श्री/श्रीमती/सुश्री MAHENDRA KUMAR AGARWAL पुत्र/पुत्री/पत्नि श्री LAXMI
NARAYAN AGARWAL
उम्र 55 वर्ष, जाति 0-AGARWAL, व्यवसाय Business
निवासी House No: 0, Colony: OPP. EYE HOSPITAL, JALORE, Area:
JALORE, City: JALORE, Pin code: 343001, District: , State:
RAJASTHAN

ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।

दस्तावेज प्रस्तुतकर्ता
202401104000229

उप पंजीयक,
JALORE

Developer Agreement- (ii) with sale power

Fees Receipt Endorsement

रसीद नं.	202402104000235
दिनांक	05-01-2024
पंजीयन शुल्क ₹	225345
प्रतिलिपि शुल्क ₹	0
पृष्ठांकन शुल्क ₹	300
अन्य शुल्क ₹	0
कमी स्टाम्प शुल्क ₹	225345
कमी सरचार्ज शुल्क ₹	67605
कुल योग	518595

202401104000229

Developer Agreement- (ii) with sale power

उप पंजीयक, JALORE

Mode of Payment (#Mode Number Amount #)

eStamp IN-RJ25993038125450W ₹
292950 # e-Gras Challan 84323216 ₹
225645

Endorsement of Execution

1. INTERPRETATIONS

a. In this Agreement the following words and expressions shall have the following meanings:

i. "Effective Date" shall mean the date on which this Agreement is executed by all the Parties;

ii. "Encumbrance" shall mean and include

- a. 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 like the granting of security under the applicable Law;
- b. any voting agreement, interest, option, right of first offer, refusal, or transfer restriction in favour of any Person;
- c. any claims (including any 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.

iii. "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:

1. acts of God i.e. fire, draught, flood, earthquake, epidemics and other natural disasters;
2. explosions or accidents, air crashes and shipwrecks;
3. strikes, lock-outs, civil disturbances, curfew etc.;

Page 3 of 19



For SAI LAXMI NARAYAN INFRACON LLP

Partner / Auth. Sign.

For SAI LAXMI NARAYAN INFRACON LLP

Partner / Auth. Sign.

जालोरा



अनु क्र.	पक्षकारों का नाम व पता	छायाचित्र	अंगूठा	पक्षकारों का प्रकार
1	श्री/श्रीमती/सुश्री MAHENDRA KUMAR AGARWAL, पुत्र/पुत्री/पत्नि श्री LAXMI NARAYAN AGARWAL, व्यवसाय Businessजति 0-AGARWAL House No.:0, Colony: OPP. EYE HOSPITAL, JALORE, Area: JALORE, City: JALORE, Pin code: 343001, District: , State: RAJASTHAN			Executant Age : 55 Signature :
2	श्री/श्रीमती/सुश्री Sai Laxmi Narayan Infracon LLP PARTNER ARYAN JALHOTRA, पुत्र/पुत्री/पत्नि श्री RAJESH JALHOTRA, व्यवसाय Businessजति 0-KHATRI House No.:0, Colony: 384-R Model Town, Near Dussheera Ground, Yamunanagar Haryana, Area: Yamunanagar , City: Yamunanagar , Pin code: 135001, District: YAMUNA NAGAR, State: HARYANA			Claimant Age : 30 Signature :
3	श्री/श्रीमती/सुश्री Sai Laxmi Narayan Infracon LLP PARTNER PRAVEEN KUMAR AGARWAL, पुत्र/पुत्री/पत्नि श्री LAXMI NARAYAN AGARWAL, व्यवसाय Businessजति 0-AGARWAL House No.:0, Colony: OPP. EYE HOSPITAL, JALORE, Area: JALORE, City: JALORE, Pin code: 343001, District: , State: RAJASTHAN			Claimant Age : 63 Signature :

ने लेख्यपत्र Developer Agreement- (ii) with sale power को पढ़ सुन व समझकर निष्पादन करना स्वीकार किया।

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

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

अनु क्र.	गवाहों का नाम व पता	छायाचित्र	अंगूठा	हस्ताक्षर
1	Name: श्री/श्रीमती/सुश्री SUBHASH KISHORE, पुत्र/पुत्री/पत्नि श्री NAND KISHORE जति VAISHNAV Age: 56 Add: House No.:0, Colony: girdhari Maharaj ka 	nohara, purana charbhuja ka cinema, sojati gate, Jodhpur , Area: Jodhpur , City: Jodhpur, Pin code: 342001, District: JODHPUR, State: RAJASTHAN			Signature
2	Name: श्री/श्रीमती/सुश्री MAHENDRA KUMAR JALANI, पुत्र/पुत्री/पत्नि श्री RAM VILASH JALANI जति AGARWAL Age: 58 Add: House No.:46-A, Colony: Bhagat ki kothi, extrn Jodhpur, Area: JODHPUR, City: JODHPUR, Pin code: 342001, District: JODHPUR, State: RAJASTHAN			Signature

202401104000229

उप पंजीयक, JALORE

Developer Agreement- (ii) with sale power

- 4. war or enemy action or terrorist action;
- 5. change in Law, Rules and Regulations, injunctions or stay granted by court of law or interim order by Arbitrator;
- 6. any event or circumstances analogous to the foregoing which is beyond the control of the parties.

iv. **"Date of completion of Project"** shall mean the date when the Architect of the Project provides the certificate of Completion that the Project is complete in all respects.

v. **"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;

vi. **"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;



vii. **"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. received from the buyer of units/villas/flats. However, amount received from prospective buyers/transferees towards the following shall not be treated as Gross Revenue and shall be utilized for the purpose for which they will be collected: -

- a) GST and/or any other tax/levies imposed and to be imposed/incurred in future;
- b) Interest free maintenance deposit, power back up charges, club development charges etc.;
- c) External development charges, internal development charges etc.; and
- d) Society Charges

Page 4 of 19

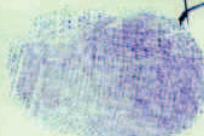
For SAI LAXMI NARAYAN INFRACON LLP

Partner / Auth. Sign.



For SAI LAXMI NARAYAN INFRACON LLP

Partner / Auth. Sign.



[Handwritten Signature]



सप पंजीयक, जालोर



- b. Unless the context of this Agreement otherwise requires:
- Words of any gender are deemed to include those of the other gender;
 - Words using the singular or plural number also include the plural or singular number, respectively;
 - 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;
 - The term "Clause" refers to the specified Clause of this Agreement;
 - Reference to the word "include" shall be construed without limitation;
 - The Schedules/ Annexure hereto shall constitute an integral part of this Agreement;
 - The recitals hereto shall constitute an integral part of this agreement;
 - If any provision in Clause 1(a) 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
 - 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
- c. 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.
- d. 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.

2. CONVERSION OF LAND, PATTA AND MAP APPROVAL

- a. The Developer shall be in charge hereinbelow regarding the following in respect of conversion of land, patta and map approval:
- for undertaking proceedings and obtaining the requisite approvals for the Project Land at its own cost & expenses;
 - for approval of maps in respect of the Project at its own cost & expenses;
 - for preparation of Layout and Residential plan at its own cost.
 - to develop the project land into a residential colony comprising of Villas/Flats/Plots at its own cost & expenses;

For SAI LAXMI NARAYAN INFRACON LLP

Page 5 of 19

Partner / Auth. Sign.

For SAI LAXMI NARAYAN INFRACON LLP

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उप पंजीयक, जालौर

3. REPRESENTATIONS, ASSURANCES AND WARRANTIES

- a. The Owner hereby represents that the Scheduled Land is free from all Encumbrance, litigation of whatsoever nature, attachment, notice of requisition or acquisition and/or any other liability or liabilities and also undertakes the clearance of all the disputes or defect in respect of title of the Scheduled Land, if any, at its own cost and expenses and has agreed to keep the Developer indemnified from and against all damages of any nature that may occur on this account as **determined by Arbitrators**. In the event of any dispute and/or litigation in respect of title, ownership of land and/or non-commencement of the Project and/or Court stay on development upon the Scheduled Land, the Owner shall compensate the Developer with amount as decided by the **Arbitrators** for the loss/damages incurred by the Developer due to the said dispute and/or litigation and/or Court Stay and would be allowed a period of one year from the date of notice of dispute and/or litigation and/or Court Stay thereof to rectify/settle/remove the same at its own cost and expenses with the result that the time duration of completion of the Project as agreed in this Agreement shall be extended for one more year apart from the period for which such dispute and/or litigation subsists accordingly.
- b. The Owners hereby agree to keep the title of the Project Land clear and marketable up to and after the complete implementation of this Agreement.
- c. From the date of execution of this Agreement the Owners shall not:
- Transfer, sell or otherwise dispose off any interest in the Project Land to any other person or enter into an agreement or similar arrangement with any other person for the transfer, sale or disposal of any interest in the said Project Land;
 - Undertake any activity so that proceedings under any applicable Laws, including those pertaining to acquisition, requisition and land ceiling are attracted in respect of the Project Land;
 - Create now or at any time any Encumbrance on the Project Land;
 - Issue or grant any option in relation to the Scheduled Land other than as envisaged in this Agreement;
 - Initiate, solicit or consider, whether directly or indirectly, any



For SAI LAXMI NARAYAN INFRACON LLP

[Signature]
Partner / Auth. Sign.

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For SAI LAXMI NARAYAN INFRACON LLP

[Signature]
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उप पंजीयक, जालोर

- competitive bids from any Person for the sale of the Project Land;
- vi. Disclose any information pertaining to the Project Land or this Agreement to any other person.
- vii. In the event of acquisition of the Scheduled 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 Scheduled Land and/or Project, the Owner shall be liable to pay the compensation by mutual consent.
- d. 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:
- i. 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
- ii. 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
- iii. Exercise all rights including voting rights to procure that the objectives set out in this Agreement are achieved within the time frame prescribed herein.
- e. The Developer and the Owners hereby acknowledge and agree that:
- i. The Developer shall be responsible for developing the Project from its resources and at its cost or expense unless otherwise contemplated in this Agreement.
- ii. 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.
- iii. The owner shall be responsible for conversion of the scheduled land. The owner shall provide developer the freehold property "Patta of the land/plots" issued by the appropriate authority.
- iv. The Owners 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 upon the Project Land.



For SAI LAXMI NARAYAN INFRACON LLP

Partner / Auth. Sign.

For SAI LAXMI NARAYAN INFRACON LLP

Partner / Auth. Sign.

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- v. The Owners recognize and acknowledge that the Developer is making substantial investments in the Project based on representations, undertakings, assurances, and warranties of the Owners.
- vi. The Owners **shall not commit any act**, deed or omission that may have the effect **of canceling 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.
- vii. The Owners 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 development of the Project or 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 Owners shall not enter into any agreement, understanding or arrangement with any Person (other than with the Developer as set out herein) concerning the Project Land or alienate the Project Land.
- viii. The Owners shall hand over the original documents of title deeds of the Project Land to the Developer as and when the payment is credited to the owner.

4. DEVELOPMENT WORK

- a. The Owners hereby permit the Developer to enter upon the Project Land immediately upon the execution of this Agreement and to carry out the development of the Project upon the Project Land as per the rules and regulations of the various authorities concerned applicable in the area and as per the plan sanctioned by the authorities concerned. This Agreement shall be considered as irrevocable license granted by the Owners in favor 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. However, this shall not be considered as the possession under section 53A of the Transfer of Property Act, 1882 or under any other provisions of any law. 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

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For SAI LAXMI NARAYAN INFRACON LLP

Partner / Auth. Sign.

For SAI LAXMI NARAYAN INFRACON LLP

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उप पंजीयक, जालोर

authorities concerned, before, during and/or after the development of the Project. The Owner has executed Power of Attorney in favor of the Developer authorizing them 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 Scheduled Land and for all other incidental work relating to the development of the Project.



- b. The Developer shall develop the Project upon the Project Land as per the norms of Government after obtaining all requisite approvals, sanctions and permissions from competent authority (Central, State or local) solely at the cost and expense of the Developer, except as provided otherwise in this Agreement. The decision of the Developer in respect of the development of the Project shall be final and binding. However, any major change in the Maps/plans in respect of the Project shall be done by mutual consent of the Parties.
- c. The Developer shall develop the Project at its own cost & expenses and the Project shall essentially be made uniform as regards to the quality of development and materials used. The Developer shall 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, Provident Fund., E.S.I. workmen, compensation etc. shall be exclusively borne by the Developer.
- d. The development of the Project shall be carried out in phases commensurate with the sales after consultation with the Owner. However, the decision of the Developer in this respect shall be final and binding.
- e. Subject to Force Majeure and/or any dispute /Court Stay/ Litigation/ attachment in respect of the Project Land, the Developer shall complete the development of the Project within a period of 18 months from the date of issue of "patta of the land/plots" issued by the Nagar Parishad, Jalore. Further, the Developer shall be entitled to get 12 months grace period if development work remains incomplete on conclusion of specified 18 months duration. However, 18% per annum interest will be charged by the owner from the grace period.

For SAI LAXMI NARAYAN INFRACON LLP

[Signature]

Partner / Auth. Sign.

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For SAI LAXMI NARAYAN INFRACON LLP

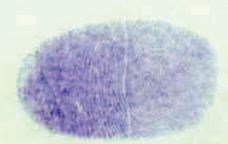
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उप पंजीयक, जालोर



- f. The Developer shall be entitled to avail Loan facility from any Bank/ Financial Institutions for development of the Project at its own level without mortgaging/hypothecating the said Project Land. However, the prospective buyer(s) shall be entitled to avail loan facility by way of creating security interest in the Plots/units/villas agreed to be purchased by such prospective buyer(s). The Developer is allowed to avail loan over its realized allocation in the Project but in such case the availed loan can only be used for the development work of this Project.

5. ALLOCATION

- a. The substance of this Agreement is that the Owners shall remain the Owners of Project Land and the Developer shall remain the Owners of the development upon the Project Land during the development period and the Owners and the Developer are collaborating with each other in such a manner that they together dispose-off their respective rights (Owners: Project Land and Developer: Development) so that the third parties get the developed Plots/units/villas in the Project.
- b. As a consideration for transfer of proportionate rights in the Project Land by the Owners in favour of buyer(s) of the Plots/villas/flats, the Owners shall be entitled to 10% of the Gross Revenue from the Project realized during the period of development of the Project (hereinafter referred to as the "*Owners' Allocation*"). Correspondingly, as a consideration for transferring the proportionate rights in development upon the Project Land by the Developer in favour of buyer(s) of the Plots/units/villas/flats in the Project, the Developer shall be entitled to remaining amount of Gross Revenue after setting apart the Owners' Allocation i.e. 10% of the Gross Revenue from the Project (hereinafter referred to as the "*Developer's Allocation*").
- c. Accordingly, tripartite sale deeds /agreement to sell shall be executed with each purchaser under the joint names of this developer and the land owner for the sale/ /units in the project. The developer shall be entitled to execute the Agreement to Sell on behalf of the Owner through Power of Attorney but shall be entitled to execute the Sale Deed only after the disbursement of the complete payment of sale proceeds to the Land Owner's account.
- d. The Owners and the Developer shall share and distribute the Gross Revenue in the following manner:



For SAI LAXMI NARAYAN INFRACON LLP

[Signature]
Auth. Sign.

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[Signature]

[Signature]
उप पंजीयक, जालोर

- i. The Owners and the Developer shall, within a period of 30 days from the date of this Agreement; open in their joint names a bank account with any bank which the Parties may deem fit (Hereinafter referred to as the "*Escrow account*".)
- ii. The Gross Revenue received from the buyers shall be duly deposited without fail into the said Escrow account only. This shall be a 'deposit only' account and Parties shall not be entitled to make any withdrawals therefrom.
- iii. Simultaneous with the opening of such Escrow account; the Owners and the Developer shall give a detailed irrevocable mandate to the said bank, to bifurcate and deposit all such receipts into two separate accounts opened in the name of Owners and the Developer in the proportion of 10:90 respectively i.e. 10% in the account of the Owners ("*Owners' Account*"), and 90% in the account of the Developer ("*Developer's Account*") during the development of the Project.
- iv. The bank shall be required to bifurcate & deposit the monies from the Escrow account into the Developer's Account, and the Owners' Account in the following manner:
 - a. All bifurcation shall take place on weekly basis.
 - b. The Owners and the Developer shall be entitled to withdraw their share of such receipts from the said designated accounts at any time after the first bifurcation. It is expressly confirmed by the Owners and the Developer that all deposits into such 2 designated accounts shall always be simultaneous and shall belong to each recipient alone.
 - c. In case of cancellation of any booking where refund has to be paid to the customer , the owner's share shall be immediately transferred to developer account .
- e. It is agreed by the Parties that the after completion of the Project if Plots/units remains unsold then the parties shall earmark all unsold saleable area in the Project in ratio and proportion stipulated hereinabove within 30 days on from the date of completion of the Project After such earmarking, the terms Owners' Allocation and the Developer's Allocation shall mean collectively the amount credited in their respective accounts and the residential Plots earmarked for Owners and the Developer after completion of the Project. The area which cannot be divided proportionately shall be bought by the Developer at its option at the prevailing market price. If the Developer is not



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interested to buy such area, then the Owners, if interested, shall buy the Developer's share at the prevailing market price. If neither party is interested in buying such area, then such area shall be kept jointly by both Parties and if this is not possible/agreed, then both the parties can jointly sell this area to outside/third party at prevailing market price, and the proceeds thereof shall be shared in the ratio mentioned in this cause. After the earmarking of the unsold area the Owners is free to sell the area, by executing tripartite sale deed, falling in its allocation subject of first right of refusal reserved in favour of Developer.

- f. The Owners shall, without prejudice to its other obligations, co-operate with and support the Developer fully, and have executed and delivered the "Power of Attorney" at the time of signing of this Agreement in favour of the Developer or nominee of Developer which will *inter alia*, authorize the Developer:
- i. 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.
 - ii. To determine, negotiate, finalize and modify the terms & conditions of the booking and agreement to sell of the Plots 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 residential units/built up areas/Plots/villas 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 Owners or any person claiming under the authority of the Owners.
 - iii. To accept any/all advances/monies/consideration or other payments in respect of the residential 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.
 - iv. To present the documents for registration and admit the execution of such documents before the appropriate authority and in case, the Owners are required to sign on the sale deed of, it shall, also sign on the papers of such deed when requested by the Developer.



For SAI LAXMI NARAYAN INFRACON LLP

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- v. To sign on the sale deeds for the sale of Plots/villas/units of the Project with each purchaser on behalf of the Owners. Only when the grantor receive the complete payment of the sale proceed to the land owner's account.
- vi. 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.
- vii. The land owners hereby affirm and undertakes that to present the documents for registration and admit the execution of such documents before the appropriate authority and in case, the land owners are required to sign on the sale deed/tripartite sale deed for the sale of flats/units of the project with each purchaser/buyer, it shall, also sign on the papers of such deeds with in three business working days, as or when requested by the developer. Further, in case, any customer/buyer/third party liability/loss/claim/damages etc. arises or attributable due to any failure (or) non fulfillment of this obligation by the land owners, it shall be solely borne and payable by the land owners.
- viii. It is hereby unconditionally agreed between the parties, that in case anything is contrary to this development agreement or any other document executed between the Land owners and the Developers, the relevant provisions of The Real Estate (Regulation and Development) Act 2016 ('RERA') and Rajasthan Real Estate (Regulation and Development) Rules 2017 and regulations made there-under are applicable to the project, this agreement and the understanding mentioned herein including the Developer's allocation and the land Owner's allocation as mentioned in clause 5 hereinabove shall be subject to provisions of RERA and shall be amended suitably to comply with requirement of provisions of RERA, if required. Further the parties hereby undertake to do such act and sign such document/supplementary agreement as may be required to comply with the provisions of RERA.

6. SECURITY DEPOSIT

- a. The Developer shall pay a sum of **Rs 51,00,000/- (Rupees Fifty one Lakh only)** as Details :-
Money Transfer of 10,00,000/- Transferred to 10082223438, Mahendra Agarwal Reference No. N315232736737880, Date 11 Nov. 2023.
Money Transfer of 1,00,000/- Transferred to 10082223438, Mahendra Agarwal Reference No. IMPS331613322700, Date 22 Nov. 2023.

For SAI LAXMI NARAYAN INFRACON LLP

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For SAI LAXMI NARAYAN INFRACON LLP

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Cheque No. 000002, HDFC Bank, Branch Choupasani Road, Jodhpur Dated-05-01-2024 For Rs. 20,00,000/-

Cheque No. 000003, HDFC Bank, Branch Choupasani Road, Jodhpur Dated-05-01-2024 For Rs. 20,00,000/-

The Agriment will be considered null and void if the cheque is bounced

7. TAXES, RATES AND CESS

- a. That the Owners shall bear and pay all taxes, cess, rates, water and electricity bills which have accrued or may accrue in respect of the Project Land up to handing over of possession 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 after taking possession of the Project Land, the Owners shall reimburse the same to the Developer and further, the Owners 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 Owners. However, after actual delivery of possession, the Developer shall bear all outgoing and taxes
- b. Any tax, cess liability applicable in respect of the Project, development of the Project Land, sale of Plots and any matter related thereto shall be borne and paid by the Developer. The Developer shall be if permissible under applicable law, entitled to recover such taxes, cess etc. from the buyers of Plots in the Project for his share of tax.
- c. Further the Land Owners shall bear the taxes applicable, if any, in respect of the Developed area received under this Development Agreement. Further any GST or any taxes etc. if any shall be borne in respective ratios by the parties.
- d. Each Party shall strictly be responsible for its own Income Tax Liabilities or other direct tax liabilities, if any, and shall keep the other Party thereto indemnified from and against the same at all time.
- e. Both the parties shall bear GST for their respective share. However, the Developer shall be responsible to collect GST directly from the prospective buyer(s) in a separate account which will be in the name of both the parties and further Developer must deposit the GST with the concerned government department and give the acknowledgement to the Owners in this regard. In case of exercise of option of crystallization by the Owners then the GST of the Owners' allocation so received if any will be borne by the Owners only.



For SAI LAXMI NARAYAN INFRACON LLP

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8. HOARDING, SIGNAGE AND OTHER INCOME

- a. Immediately after execution of this Agreement, the Developer shall be free to set up site office, 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 Developer shall be free to advertise the Project in whatsoever manner and name the Developer deems fit and necessary, as and when required, at his own cost and expenses.
- b. The Developer shall be entitled to display the board/hoardings of its group companies at the site of the Project/Project Land, as the case may be, after the execution of this Agreement till the date of completion of the Project and thereafter on any portion of the developed Project.
- c. 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 other than the revenue from the sale, lease or otherwise disposal of the units/areas/floors in the Party of the First Part's Allocation, such revenue/income shall be of Developer only.



9. TERMINATION

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

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For SAI LAXMI NARAYAN INFRACON LLP

Partner / Auth. Sign.

For SAI LAXMI NARAYAN INFRACON LLP

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उप पंजीकृत जालोर

the Developer shall be entitled to terminate this Agreement, 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.

- b. In the event of termination of this Agreement by the Developer in accordance with this Agreement:
- the Owners shall be liable to refund the entire Security Deposit along with interest @ 12% p.a. from the date of payment of Security Deposit to the Developer and
 - the Owners shall be liable to reimburse to the Developer all the costs/expenses incurred by the Developer till termination on the development of the Project along with interest @ 12% per annum .
 - The Owners shall be liable to reimburse the amount so received from third parties in their respective ratio in the event of termination.
- c. In case the Land Owners/Developer are unable to pay to the Developer/Land Owner the entire amount specified in Clause 9(b) of this Agreement, the Owners/Developer shall be liable to pay the same out of the sale proceeds received by selling the development on the Project Land/Project Land as the case may be to a third party. The Developer shall be entitled to continue to hold possession of the Project Land until complete recovery of the amount of liquidated damages, Security Deposit and the expenses/cost as stated in Clause 9(b) and/or any other Clause of this Agreement.
- d. The Party to the Other Part shall not be entitled to change, modify, revoke, terminate or cancel this Agreement for any reason or on any ground.



10. MISCELLANEOUS

- If the Project could not be undertaken due to Force Majeure then no party shall claim any loss for expenses incurred and this agreement shall come to an end.
- The Owners shall be jointly and severally liable to fulfill the obligations of the Owners under this Agreement.
- The Developer and the Owners 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 or property between the Developer and the Owners or as a joint venture between the Developer and the Owners nor shall the Developer and the Owners in any manner constitute an association of persons.

For SAI LAXMI NARAYAN INFRACON LLP

Partner / Auth. Sign.

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For SAI LAXMI NARAYAN INFRACON LLP

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- d. The correspondence between both the Parties shall be addressed to the address mentioned hereinabove. 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.
- e. All the terms and conditions of this agreement shall be applicable to all the legal heirs, legal representatives, directors, shareholders, agents, attorneys of both the parties.
- f. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes prior negotiations, representations, or agreements, either written or oral. In case of any inconsistency, contradiction between the text of this agreement and any other writing or negotiations, the text of this agreement shall prevail upon the latter.
- g. 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.
- h. 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.
- i. The cost of stamp duty and registration charges of this Agreement shall be borne by the Developer and Owners equally.
- j. This Agreement is subject to the Jurisdiction of jalore bench of Hon'ble Court or any subordinate courts at Jalore.
- k. 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 then be referred to a sole arbitrator to be appointed by mutual consent of the Parties, who shall resolve the dispute in accordance with the Arbitration and Conciliation Act, 1996 or any subsequent enactment or amendment thereto (the "**Arbitration Act**"). 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 proceedings and the award shall be English. The cost of Arbitrator appointed and other costs of arbitration shall be borne by the parties in equal proportions.

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

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For SAI LAXMI NARAYAN INFRACON LLP

[Signature]

Full Authority Sign.

For SAI LAXMI NARAYAN INFRACON LLP

[Signature]
Partner, Auth. Sign.

[Signature]

[Signature]
उप पंजीयक, जालोर

(Mahendra Kumar Agarwal)
(The Owners)



Sai Laxmi Narayan Infracon LLP

For SAI LAXMI NARAYAN INFRACON LLP

Partner / Auth. Sign.

(Aryan Jalhotra)
(Partner)
(Developer)

For SAI LAXMI NARAYAN INFRACON LLP

Partner / Auth. Sign.

(Praveen Kumar Agarwal)
(Partner)
(Developer)

WITNESSES;

1. Subhash Kishore s/o Nand kishore, Age-56 Year, R/o girdhari Maharaj ka nohara, purana charbhuja ka cinema, sojati gate, Jodhpur 342001
2. Mahendra Kumar Jalani Ram Vilash Jalani s/o Age-58 Year, R/o 46-A, Bhagat ki kothi, extra Jodhpur. 342005





Under 54 Endorsement

धारा 54 के तहत प्रमाण-पत्र प्रमाणित किया जाता है कि इस लेख पत्र की मालियत रु 22534446 मानते हुए इस पर देय कमी मुद्रांक राशि रु 225345 पर कमी पंजीयन शुल्क रु 225345, सरचार्ज राशि 67605 कुल रु 518295 रसीद संख्या 202402104000235 दिनांक 05-01-2024 में जमा किये गये हैं।

अतः दस्तावेज को रु 225345 के मुद्रांकों पर निष्पादित माना जाता है।

202401104000229

Developer Agreement- (ii) with sale power

उप पंजीयक, JALORE

Registration Endorsement

आज दिनांक 06/01/2024 को
पुस्तक संख्या 1 जिल्द संख्या 893 में
पृष्ठ संख्या 52 क्रम संख्या 202403104100149 पर पंजीबद्ध किया गया तथा
अतिरिक्त पुस्तक संख्या 1 जिल्द संख्या 2812 के
पृष्ठ संख्या 9 से 30 पर चस्पा किया गया।

202401104000229

Developer Agreement- (ii) with sale power

उप पंजीयक, JALORE



SCHEDULE "A"

Description of Schedule of the Land

The recorded area of Khasra Number 5280 - 12,800 Sq M. The total proposed area for residential conversion is around 8921.93 Sq M land situated at **at Khasra No. 5280,** Jalore B, Leta-Jalore Road, Jalore Tehsil & District-Jalore Rajasthan



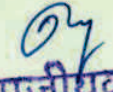
For SAI LAXMI NARAYAN INFRACON LLP


Partner / Auth. Sign.

For SAI LAXMI NARAYAN INFRACON LLP


Partner / Auth. Sign.




उप पञ्जीयक, जालोर

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

Fee Receipt

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

Print Date : 05-01-2024 7:45 PM

Fee Receipt No	: 202402104000236	Receipt Date	: 05/01/2024
Name	: SAI LAXMI NARAYAN INFRACON LLP PART Praveen Kumar Agarwal ,	Document S. No.	: 202401104000230
Address	: 00 ,SURAJ POL KE ANADAR JALORE, TEH JALORE ,JALORE ,		
Document Type	: Power of Attorney		
Face Value	: ₹ 0	Evaluated Value	: ₹ 0
Ord-Registration Fee	: ₹ 300	Fee for Memorandum Us_64_67	: ₹ 0
CSI	: ₹ 200	Certified copying fees Us_57	: ₹ 0
Stamp (Memorandum)	: ₹	Reg (memorandum)	: ₹ 100
Surcharge	: ₹ 30	Stamp Duty	: ₹ 0
Penalty	: ₹ 0	Inspection fee	: ₹ 0
Us_25_34	: ₹ 0	Commission	: ₹ 0
Custody	: ₹	Others	: ₹ 0
		Cash Amount Received	: ₹ 0
		Other than Cash	: ₹ 630
		Total Amount	: ₹ 630

Mode of Payment (#Mode Number Amount #)

e-Gras Challan 84323385 ₹ 630

Signature of presenter or applicant for
copy or Search certificate

Signature of recipient
and date of return receipt

Cashier

SUB-REGISTRAR

जालोर





GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that Mr Mahendra Kumar AgarwalS/o Laxmi Narayan Agarwal ,aged 55 years, having PAN No.AALPA7281J and Aadhar No 7608 5135 1469, R/o Opposite government eyes hospital , Jalore ,hereinafter referred to as the 'Grantor' [which expression shall unless the context otherwise requires mean and include its successor(s), nominee(s) and permitted assign(s)]

SEND GREETINGS:

WHEREAS

- A. That the Grantors namely Mr Mahendra Kumar AgarwalS/o Laxmi Narayan Agarwal isthe only lawful title holder and is completely authorised to deal with their undivided share in the Scheduled Land situated at Khasra No. 5280, Area-12800 sqmtr Out of which the owner have offered around 8921.93 sq metre situated at Khasra No. 5280, Jalore B, Leta-Jalore Road, Jalore Tehsil & District-Jalore Rajasthan hereinafter be referred as the "SCHEDULED LAND", more particularly described in SHCEDULE A attached hereto.
- B. That the Grantors entered into a Development Agreement dated 05 Jan. 2024 (hereinafter referred to as "Agreement") for their respective undivided share with SAI LAXMI NARAYAN INFRACON LLP, a firm registered under the provisions of the Limited Liability partnership Act,,2008 having its registered office at, 457 A, 5th A Road, Sardarpura, Jodhpur (Rajasthan) through its partner Mr. Aryan JalhotraS/o Mr Rajesh Jalhotra Aged 29 years R/o384-R , Model Town, Dusshera Ground, Yamunanagar, Haryana & Mr. Praveen Kumar Agarwal S/o Mr Laxmi Narayan AgarwalR/o M.N.201, Suraj Pol



Presentation Endorsement

आज दिनांक 05 माह 01 सन् 2024 को 07:35 PM बजे
श्री/श्रीमती/सुश्री MAHENDRA KUMAR AGARWAL पुत्र/पुत्री/पत्नि श्री LAXMI
NARAYAN AGARWAL
उम्र 55 वर्ष, जाति 0-AGARWAL, व्यवसाय Business
निवासी House No.:0, Colony: NEAR EYE HOSPITAL, JALORE, Area:
JALORE, City: JALORE, Pin code: 343001, District: , State:
RAJASTHAN
ने मेरे सम्मुख दस्तावेज पंजीयन हेतु प्रस्तुत किया।



हस्ताक्षर प्रस्तुतकर्ता
202401104000230

हस्ताक्षर उप पंजीयक,
JALORE

(eee) Power of Attorney given to promoter or developer when stamp duty has been paid under Art. 5
(e) on the Developer Agreement executed between same parties in respect of same property

Fees Receipt Endorsement

रसीद नं.	202402104000236
दिनांक	05-01-2024
पंजीयन शुल्क ₹	300
प्रतिलिपि शुल्क ₹	0
पृष्ठांकन शुल्क ₹	200
अन्य शुल्क ₹	0
कमी स्टाम्प शुल्क ₹	100
कमी सरचार्ज शुल्क ₹	30
कुल योग	630

202401104000230

उप पंजीयक, JALORE

(eee) Power of Attorney given to promoter or developer when stamp duty has been paid under Art. 5(e)
on the Developer Agreement executed between same parties in respect of same property

Mode of Payment (#Mode Number Amount #)

e-Gras Challan 84323385 ₹ 630

Endorsement of Execution

For SA LAXMI NARAYAN AGARWAL

For SA LAXMI NARAYAN AGARWAL

श्री/श्रीमती/सुश्री

KeAndar, Opposite government eyes hospital, Jalore, Rajasthan are duly authorized by the firm [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 a residential housing project (hereinafter referred to as "*the Project*").

- C. In terms of the Agreement the Developer is being authorised to develop a residential housing project comprising of flats upon the Scheduled 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 towards reimbursement of the cost incurred by the Developer for development of the Project and its remuneration for such development, the Developer is entitled to rights of 90% of the Revenue realized out of the developed Project which shall be referred to as "*the Developer's Allocation*".
- D. In order to facilitate the process of the development of the Project, to get plans of the Project approved from competent authority and other authorities concerned for the related works required in these development activities and its approval land to facilitate the process of sale of the Developer's Allocation whereby nominate/constitute and Mr. Aryan Jalhotra S/o Mr Rajesh Jalhotra & Praveen Kumar Agarwal S/o Mr Laxmi Narayan Agarwal as Authorised Representatives of the Developer as our true and lawful Attorney in the capacity of Authorised Representative of the Developer (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.
1. 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 Scheduled Land and to allow other persons/agencies to do so.
 2. To use her/their own name as the developer/the said Attorney(s), at all times, in respect of the Project.
 3. To prepare plans for development of the said Project and submit the same to the Nagar Palika, Jalore and other concerned authorities for obtaining the necessary approvals and NOC and, if obtained, to submit proposals from time to time for amendments of such plans for obtaining approvals to such amendments.
 4. To supervise the development work in respect of the Project on the Scheduled 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 the Nagar Palika, Jalore with necessary and/or permissible deviation and from other concerned authorities and in accordance with all the applicable rules and regulations made by State of Rajasthan, Nagar Palika, Jalore and /or other concerned authorities on our behalf for the time being in its/their own name or in our name or in the joint name of us and the Developer.
 5. To carry on correspondence with all concerned authorities and bodies including the State of Rajasthan in all its departments, Nagar Palika, Jalore and/or town planning department or other concerned authorities.
 6. To appoint from time to time Architects, R.C.C. Consultants, Contractors and other persons/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 our name or in the joint name of us and the Developer.
 7. To pay various deposits to the Nagar Palika, Jalore and other concerned authorities as may be necessary for the purpose of carrying out the development work on the Scheduled Land and to claim refund of such deposits so paid by the said Attorney(s)

For SAI LAXMI NARAYAN INFRACON LLP
Partner / Auth. Sign.

For SAI LAXMI NARAYAN INFRACON LLP
Partner / Auth. Sign.

Presentation Endorsement

आज दिनांक 05 माह 01 मन् 2024 को 07:35 PM बजे
श्री/श्रीमती/सुश्री MAHENDRA KUMAR AGARWAL पुत्र/पुत्री/पत्नि श्री LAXMI
NARAYAN AGARWAL
उम्र 55 वर्ष, जाति 0-AGARWAL , व्यवसाय Business
निवासी House No.:0, Colony: NEAR EYE HOSPITAL, JALORE, Area:
JALORE, City: JALORE, Pin code: 343001, District: , State:
RAJASTHAN
ने मेरे वक्तावले दस्तावेज पंजीयन हेतु प्रस्तुत किया।

हस्ताक्षर प्रस्तुतकर्ता
202401104000230

हस्ताक्षर उपपंजीयक,
JALORE

(eee) Power of Attorney given to promoter or developer when stamp duty has been paid under Art. 5
(e) on the Developer Agreement executed between same parties in respect of same property

Fees Receipt Endorsement

रसीद नं.	202402104000236
दिनांक	05-01-2024
पंजीयन शुल्क ₹	300
प्रतिलिपि शुल्क ₹	0
पुष्टीकृत शुल्क ₹	200
अन्य शुल्क ₹	0
कमी स्टाम्प शुल्क ₹	100
कमी सरचार्ज शुल्क ₹	30
कुल योग	630

202401104000230

उपपंजीयक JALORE

(eee) Power of Attorney given to promoter or developer when stamp duty has been paid under Art. 5(e)
on the Developer Agreement executed between same parties in respect of same property

Mode of Payment (#Mode Number Amount #)

e-Gras Challan 84323385 ₹ 630

Endorsement of Execution

and to give valid and effectual receipts in our name and/or our behalf in connection with the refund of such deposits in its/their own name or in the name of Nagar Palika, Jalore or in the joint name.

8. To approach the concerned authorities and offices of the Nagar Palika, Jalore 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.
9. To make necessary applications to concerned authorities for obtaining electric power for the Project in its /their own name or our name or in joint name of us and the Developer.
10. 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 our name or in joint name of us and the Developer.
11. To apply from time to time, if required, for modification/change of Project plans to be developed on the Scheduled Land in its/their own name or our name or in joint name of us and the Developer.
12. To give such letter and writings and/or undertakings as may be required from time to time by the Nagar Palika, Jalore 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 our name or in joint name of us and the Developer.
13. 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 our name or in joint name of us and the Developer.
14. 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 Scheduled Land.
15. 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 by the said Attorney(s) shall think advisable and to commence any action, or other proceedings in Court of Justice or authority and the same action or proceedings to prosecute or discontinue or become non-suited therein into settle, 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.
16. 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.
17. 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 or 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



For SAI LAXMI NARAYAN INFRACON LLP
Partner / Auth. Sign.

For SAI LAXMI NARAYAN INFRACON LLP

Partner / Auth. Sign.



अनु क्र.	पक्षकारों का नाम व पता	छायाचित्र	अंगूठा	पक्षकारों का प्रकार
1	श्री/श्रीमती/सुश्री MAHENDRA KUMAR AGARWAL , पुत्र/पुत्री/पत्नि श्री LAXMI NARAYAN AGARWAL , व्यवसाय Businessजाति 0-AGARWAL House No.:0, Colony: NEAR EYE HOSPITAL, JALORE, Area: JALORE, City: JALORE, Pin code: 343001, District: , State: RAJASTHAN			Executant Age : 55 Signature :
2	श्री/श्रीमती/सुश्री SAI LAXMI NARAYAN INFRACON LLP PART Aryan Jalhotra , पुत्र/पुत्री/पत्नि श्री Rajesh Jalhotra , व्यवसाय Businessजाति 0-KHATRI House No.:00, Colony: YAMUNA NAGAR HARIYANA , Area: YAMUNA NAGAR , City: YAMUNA NAGAR , Pin code: 135001, District: YAMUNA NAGAR, State: HARYANA			Claimant Age : 29 Signature :
3	श्री/श्रीमती/सुश्री SAI LAXMI NARAYAN INFRACON LLP PART Praveen Kumar Agarwal , पुत्र/पुत्री/पत्नि श्री Laxmi Narayan Agarwal , व्यवसाय Businessजाति 0-AGRWALA House No.:00, Colony: SURAJ POL KE ANADAR JALORE, TEH JALORE, Area: JALORE, City: JALORE, Pin code: 343001, District: , State: RAJASTHAN			Claimant Age : 63 Signature :

ने लेख्यपत्र (eee) Power of Attorney given to promoter or developer when stamp duty has been paid under Art. 5 (e) on the Developer Agreement executed between same parties in respect of same property को पढ़ मुन व समझकर निष्पादन करता स्वीकार किया ।

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

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

अनु क्र.	गवाहों का नाम व पता	छायाचित्र	अंगूठा	हस्ताक्षर
1	Name: श्री/श्रीमती/सुश्री SUBHASH KISHORE , पुत्र/पुत्री/पत्नि श्री NAND KISHORE जाति VAISHNAV Age: 56 Add: House No.:00, Colony: SOJAT GATE JODHPUR, Area: JODHPUR, City: JODHPUR, Pin code: 342001, District: JODHPUR, State: RAJASTHAN			Signature
2	Name: श्री/श्रीमती/सुश्री MAHENDRA KUMAR JALANI , पुत्र/पुत्री/पत्नि श्री RAM VILASH JALANI जाति AGARWAL Age: 58 Add: House No.:00, Colony: BHAGAT KI KOTHI JODHPUR, Area: JODHPUR, City: JODHPUR, Pin code: 342001, District: JODHPUR, State: RAJASTHAN			Signature

202401104000230

उप पंजीयक, JALORE

other documents and to contest the proceedings for sealing of the Project and file before the Appellate authorities and get the same de-sealed.

18. To sign, execute, enter into, modify, cancel, terminate, alter, draw, and approve booking, allotment, agreements to sell, lease deed, transfer document, finance documents with bank or Financial Institutions on behalf of the Grantors in respect of 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.
19. To determine, negotiate, finalise and modify the terms & conditions of the booking and agreement to sell/ lease deeds of the residential units in the Project on behalf of the Grantors 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 residential units/areas 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 Grantors or any person claiming under the authority of the Grantors.
20. To accept any/all advances/ monies/ consideration or other payments on behalf of the Grantors in respect of the residential units/areas 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.
21. To sell and dispose-off all or any of the units/area on behalf of the Grantors 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.
22. To sign on sale deeds/ of units in the Project on behalf of the Grantors only when the grantor receive the complete payment of the sale proceed to the land owner's account. To present the documents for registration and admit the execution of such documents on behalf of the Grantors before the appropriate authority and in case, the Grantors are required to sign on the sale deed, it shall also sign on the papers of such deed when requested by the said Attorney.
24. To deal with the units /area in the Project on behalf of the Grantors 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.
25. To sign on all documents on behalf of the Grantors with/for any Bank or Financial Institution including but not limited to Tripartite Loan documents, Affidavits, undertakings etc., so needed to enable any prospective buyer to avail loan for payment of sale consideration with respect to its booking in the Project.
26. 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 her/ their pleasure to displace and remove them as he/ they shall see the occasion.
27. 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 we ourselves could do and
 - c) the development of the Scheduled Land in accordance with the Agreement.
 - d) the sale/ disposal of the Project in accordance with the Agreement.
28. 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 and sale of the Project in accordance with the Agreement and Principal Agreement and to perform the obligations under the development agreement.

E. That all terms and conditions of the Agreement dated 05 Jan, 2024 and Principal Agreement dated 05 Jan, 2024 to the extent applicable, shall form part of this Power of Attorney. This



Power of Attorney shall not be revocable until fulfilment of obligations of the Development Agreement by the Parties.

- F. AND that the Grantor hereby agree from time to time and hereafter to ratify and confirm whatsoever the said Attorney (or her lawful attorney or attorneys to be appointed by her as aforesaid) shall lawfully do or cause to be done by virtue of this Power of Attorney.

SCHEDULE "A"

Description of Schedule A Land

The recorded area of Khasra Number 5280 - 12,800 Sq M. The total proposed area for residential conversion is around 8921.93 Sq M land situated at Khasra No. 5280, Leta-Jalore Road, Tehsil & District - Jalore, Rajasthan

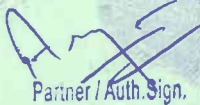
IN WITNESS WHEREOF both the parties put their hands and seal on the day date mentioned above in presence of following witnesses.



(Mahendra Kumar Agarwal)

(Grantor)

For SAI LAXMI NARAYAN INFRACON LLP


Partner / Auth. Sign.

For Sai Laxmi Narayan Infracon LLP

Aryan Jalhotra
(Developer)

For SAI LAXMI NARAYAN INFRACON LLP


Partner / Auth. Sign.

Praveen Kumar Agarwal
(Developer)

WITNESSES;

1. Subhash Kishore s/o Nand kishore, Age-56 Year, R/o girdhari Maharaj ka nohara, purana charbhujka ka cinema, sojati gate, Jodhpur 342001

2. Mahendra Kumar Jalani s/o Ram Vilash Jalani Age-58 Year, R/o 46-A, Bhagat ki kothi, extn Jodhpur: 342005



उप पंजीयक, जालोर



BF 939827

—: शपथ पत्र :—

मैं महेन्द्र कुमार अग्रवाल पुत्र लक्ष्मीनारायण अग्रवाल, जाति अग्रवाल, निवासी आंखो के अस्पताल के सामने, जालोर, तहसील व जिला जालोर शपथपूर्वक बयान करता हूँ कि :-

1. यह है कि मुझ प्रार्थी महेन्द्र कुमार अग्रवाल पुत्र लक्ष्मीनारायणजी अग्रवाल की खरीदसुदा कृषि भूमि खसरा संख्या 5280 वाके ग्राम जालोर-बी, तहसील व जिला जालोर में आई हुई है।

यह है कि उक्त कृषि भूमि का नगर परिषद, जालोर द्वारा आवासीय प्रयोजन हेतु ले-आउट दिनांक 13.3.24 को अनुमोदित किया जा चुका है तथा 90-ए की कार्यवाही पूर्ण हो चुकी है।

यह है कि टाउनशिप पॉलिसी में निर्धारित मानदंडों के अनुरूप आंतरिक विकास कार्य बाबत 12.5 प्रतिशत भूखण्ड नगर परिषद जालोर के पास रहन रखे जाने हैं, इस आवासीय कॉलोनी में आंतरिक विकास कार्य टाउनशिप पॉलिसी 2010 एक्ट के नियम 12 के अधीन विकास करने के लिए मैं प्रार्थी प्रतिबद्ध हूँ तथा नियमानुसार पेनल्टी भुगतान को तैयार हूँ। उक्त समयावधि में आंतरिक विकास नहीं करने पर भूखण्डों को विक्रय हेतु नगर परिषद जालोर अधिकृत रहेगा।



NOTARY, JALORE

02/05/24

4. यह है कि उक्त खसरा के अनुमोदित ले-आउट में से 12.5 प्रतिशत भूखण्ड का विवरण निम्न है : -

क्रमांक	भूखण्ड संख्या	भूखण्ड का क्षेत्रफल (Sq.Ft.)
1	15	1242 Sq.Ft
2	16	703.98 Sq.Ft
3	17	1602 Sq.Ft
4	18	1602 Sq.Ft
5	19	1602 Sq.Ft
6	41	880.02 Sq.Ft
7	42	880.02 Sq.Ft
8	58	1125 Sq.Ft
9	59	1125 Sq.Ft
10	60	1125 Sq.Ft
11	61	567 Sq.Ft
12	80	567 Sq.Ft
13	81	1242 Sq.Ft
Total 13 Plot		13021.02 Sq.Ft. or 1210.13 Sq.Mt.

5. यह है कि उपरोक्त वर्णित सारणी के भूखण्डों को मुझ प्रार्थी ने टाउनशिप पॉलिसी में निर्धारित मानदंडों के अनुरूप आंतरिक विकास कार्य बाबत 12.5 प्रतिशत भूखण्डों के अंतर्गत आप नगर परिषद जालोर के पास रहन रख रहे हैं।
6. यह है कि उक्त भूखण्डों को आंतरिक विकास कार्य पूर्ण होने तक की अवधि तक के लिए रहन रखा गया है, जो आंतरिक विकास कार्य पूर्ण होने के बाद नगर परिषद जालोर नियुक्त कर्मचारी की रिपोर्ट के बाद नगर परिषद जालोर रहन मुक्त कर सकेंगे, तत्पश्चात् ही उक्त 12.5 प्रतिशत भूखण्डों के पट्टे प्रार्थीगण प्राप्त करने के अधिकारी रहेंगे।
7. यह है कि शपथकर्ता के नाम से शेष बचे कुल 68 भूखण्डों के पट्टे हमारे नाम से जारी करवाने हेतु शपथ पत्र पेश हैं।

इति दिनांक-

तस्दीक :- मैं महेन्द्र कुमार अग्रवाल पुत्र लक्ष्मीनारायण अग्रवाल, जाति अग्रवाल, निवासी आंखों के अस्पताल के सामने, जालोर, तहसील व जिला जालोर आज बमुकाम जालोर तस्दीक करता हूँ कि शपथ पत्र में वर्णित तमाम इबारत ताहद इल्म मेरे सही व सत्य हैं।

इति दिनांक-

ATTESTED

NOTARY, JALORE

02/05/2024

IDENTIFIED BY

Adv. S.3332523/993



101
23/4/2024

सेवामें,

श्रीमान् आयुक्त महोदय,
नगर परिषद जालोर।

आयुक्त लिफाफा
नगर जालोर

विषय :- आन्तरिक विकास हेतु 12.5 प्रतिशत पट्टे रोकने हेतु।

महोदयजी,

निवेदन इस प्रकार है कि -

1. यह है कि मुझ प्रार्थी महेन्द्र कुमार अग्रवाल पुत्र लक्ष्मीनारायणजी अग्रवाल की खरीदसुदा कृषि भूमि खसरा संख्या 5280 वाके ग्राम जालोर-बी, तहसील व जिला जालोर में आई हुई है।
2. यह है कि उक्त कृषि भूमि का नगर परिषद, जालोर द्वारा आवासीय प्रोजेक्ट हेतु ले-आउट दिनांक 13.3.24 को अनुमोदित किया जा चुका है तथा 90-ए की कार्यवाही पूर्ण हो चुकी है।
3. यह है कि टाउनशिप पॉलिसी में निर्धारित मानदंडों के अनुरूप आंतरिक विकास कार्य बाबत 12.5 प्रतिशत भूखण्ड नगर परिषद जालोर के पास रहन रखे जाने हैं, इस आवासीय कॉलोनी में आंतरिक विकास कार्य टाउनशिप पॉलिसी 2010 एक्ट के नियम 12 के अधीन विकास करने के लिए मैं प्रार्थी प्रतिबद्ध हूँ तथा नियमानुसार पेनल्टी भुगतान को तैयार हूँ। उक्त समयावधि में आंतरिक विकास नहीं करने पर भूखण्डों को विक्रय हेतु नगर परिषद जालोर अधिकृत रहेगा।
4. यह है कि उक्त खसरा के अनुमोदित ले-आउट में से 12.5 प्रतिशत भूखण्ड का विवरण निम्न है :-

क्रमांक	भूखण्ड संख्या	भूखण्ड का क्षेत्रफल (Sq.Ft.)
1	15	1242 Sq.Ft
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5. यह है कि उपरोक्त वर्णित सारणी के भूखण्डों को मुझ प्रार्थी ने टाउनशिप पॉलिसी में निर्धारित मानदंडों के अनुरूप आंतरित विकास कार्य बाबत 12.5 प्रतिशत भूखण्डों के अंतर्गत आप नगर परिषद जालोर के पास रहन रख रहे हैं।
6. यह है कि उक्त भूखण्डों को आंतरिक विकास कार्य पूर्ण होने तक की अवधि तक के लिए रहन रखा गया है, जो आंतरिक विकास कार्य पूर्ण होने के बाद नगर परिषद जालोर नियुक्त कर्मचारी की रिपोर्ट के बाद नगर परिषद जालोर रहन मुक्त कर सकेंगे, तत्पश्चात् ही उक्त 12.5 प्रतिशत भूखण्डों के पट्टे प्रार्थीगण प्राप्त करने के अधिकारी रहेंगे।

अतः महोदयजी से निवेदन है कि मुझ प्रार्थी के नाम से शेष बचे कुल 68 भूखण्डों के पट्टे मेरे नाम से जारी करवाने की कृपा करावें।
इति दिनांक—

प्रार्थी


महेन्द्र कुमार अग्रवाल