



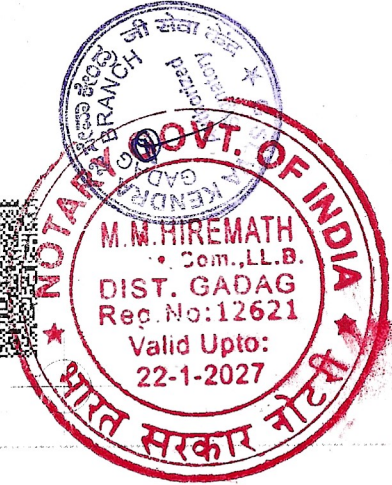
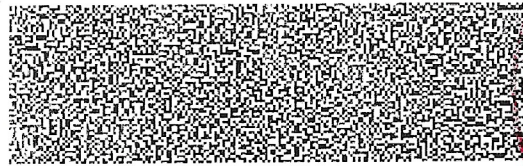
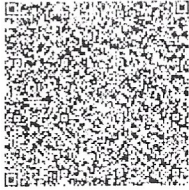
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INDIA NON JUDICIAL

Government of Karnataka

e-Stamp

Certificate No. : IN-KA81165938252413Y
 Certificate Issued Date : 13-Feb-2026 06:52 PM
 Account Reference : NONACC (FI)/ kagcsl08/ GADAG21/ KA-GD
 Unique Doc. Reference : SUBIN-KAKAGCSL0861634912830834Y
 Purchased by : RAJCHAVIN REALTY RETREAT LLP
 Description of Document : Article 12(a) Bond - Amount secured does not exceed Rs.1000
 Property Description : UNIFIED GOVERNANCE , RISK AND COMPLIANCE FRAMEWORK AGREEMENT OF RAJCHAVIN REALTY RETREAT LLP
 Consideration Price (Rs.) : 100
 (One Hundred only)
 First Party : RAJCHAVIN REALTY RETREAT LLP
 Second Party : FOUNDERS OF RAJCHAVIN REALTY RETREAT LLP
 Stamp Duty Paid By : RAJCHAVIN REALTY RETREAT LLP
 Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

RAJCHAVIN REALTY RETREAT LLP

UNIFIED GOVERNANCE, RISK & COMPLIANCE FRAMEWORK

(UGRF – FINAL MASTER CONSTITUTION)

Version 1.0

Effective From: 13 February 2026

Number of Correct

1

Statutory Alert:

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

NOTARY

BETWEEN

RAJCHAVIN REALTY RETREAT LLP

(LLPIN: ACN-9340)

Shop No. 1, Survey No. 391, Tirlapur's Premise, Basaveshwar Nagar, Shahapur Peth, Opp. Someshwara Temple, Ward No. 15, Gadag – 582101, Karnataka, India

AND

Mr. Vinayak R. Tirlapur

Founder & Chief Executive Officer (CEO)

PAN: AQCPT9161D

AND

Mr. Santosh S. Shidling

Co-Founder & Chief Operating Officer (COO)

PAN: FQCPS9501M

Together referred to as the “**Founders.**”

The Founders hereby acknowledge this UGRF has been reviewed and approved and is adopted as the Governing Framework of the LLP and executed on 13 February 2026 at Gadag, Karnataka.

1. TITLE, LEGAL IDENTITY & ADOPTION

This **Unified Governance, Risk & Compliance Framework (“UGRF”)** is adopted by **Rajchavin Realty Retreat LLP**, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, having its registered office in the State of Karnataka (here in after referred to as “**Rajchavin**”).

Wherever the term “**Rajchavin**” is used, it shall always mean and include **Rajchavin Realty Retreat LLP**, its platforms, software, systems, employees, authorized representatives, and approved partners.

This UGRF shall operate as the **supreme governing constitution** of **Rajchavin**.

2. PURPOSE & OBJECTIVE

The objectives of this UGRF are to:

- Establish non-negotiable governance principles
- Clearly define roles, responsibilities, and boundaries
- Ensure absolute separation of **money, property, software and facilitation**

- d) Protect Rajchavin from financial, regulatory, execution and reputational risk
- e) Provide a single binding framework governing **all stakeholders, services and verticals**

Rajchavin operates **only as a system facilitator, RaaS™ provider, marketplace operator, and coordination platform, and never as a builder, landowner, lender, fund custodian or professional advisor.**

3. DEFINITIONS & ROLE CLASSIFICATION (CRITICAL)

3.1 Customer (Umbrella Role)

A **Customer** means any individual or entity that avails **one or more services** offered by Rajchavin across any vertical.

A Customer may be:

- Buyer
- Seller
- Tenant / Lessor
- Saver
- Vendor
- Agent

Customer is an **umbrella role.**

3.2 Saver (Layout & Farmland Only)

A **Saver** means a Customer who participates in a **daily / weekly / monthly savings discipline** for the purpose of purchasing a **layout plot or farmland**, where all monies are deposited **exclusively with a Co-operative Bank / Credit Co-operative / Scheduled Bank.**

A Saver:

- **Has no guaranteed right to purchase**
- **Has no guaranteed loan approval**
- **May exit before final purchase subject to agreed prior notice of 3 months and penalty terms**

Saver is a **role limited strictly to layout and farmland services.**

3.2.1 Saver Exit Penalty Clarification

Any exit penalty, if applicable, shall be limited strictly to administrative or system charges and shall never affect the principal amount, which shall at all times remain deposited with the respective bank or financial institution.

3.3 Seller (Different from Land Developer)



A **Seller** means an individual or entity that owns land or property and wishes to sell it **individually**, without being a layout developer.

A Seller:

- May list property through Rajchavin
- Sells directly to a Buyer
- Retains full responsibility for title and legality

3.4 Developer (Two Distinct Categories – NON-INTERCHANGEABLE)

a) Land Developer

A **Land Developer** means an individual or entity that:

- Owns, controls, or develops layouts or farmlands
- Sells plots or land as a part of project directly to buyers
- Executes land development and approvals

Rajchavin is **not** a Land Developer.

b) IT Developer (Software Developer)

An **IT Developer** means an individual or entity engaged by Rajchavin to:

- Design
- Develop
- Maintain
- Enhance
Rajchavin's proprietary software and RaaS™ platform.

All work created by IT Developers shall vest **exclusively and irrevocably** with Rajchavin.

3.5 Agent / Marketing Agency

An **Agent** means an individual or marketing agency that:

- Acts as a broker or referrer
- Brings buyers, sellers, vendors, or customers
- May refer customers across **all Rajchavin services**

Agents:

- Are not employees
- Are not decision-makers



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- Earn referral-based compensation only

3.6 Employee

An **Employee** means any individual employed directly by Rajchavin under an employment agreement.

Employees:

- Act strictly within assigned authority
- Cannot bind Rajchavin beyond delegated powers
- Do not own Rajchavin IP or data

3.7 Professional (Expanded & Clarified)

A **Professional** means a licensed and regulated individual or institution, including:

- Architect / Engineer
- Chartered Accountant (CA)
- Advocate / Advocate Association / Legal practitioner
- Stamp Writer / Registration Service Provider
- Banker (under Legal & Loan assistance – **non-Saver loans**)

Professionals:

- Act in their independent professional capacity
- Are not employees or agents of Rajchavin
- Retain full responsibility for their advice, opinions, and actions

3.8 Banker (Two Clear Types)

1 Saver-Linked Banker

- Associated only with layout & farmland savings discipline
- Holds saver deposits and project-linked flows

2 General Loan Banker (Legal & Loan Vertical)

- Provides loans to **general customers (non-savers)**
- Falls strictly under **Legal & Loan Assistance**

3 Saver linked banker and General loan banker can be a single individual banker

3.9 Multiple Roles Permitted

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The same person or entity may simultaneously hold multiple roles (e.g., Customer + Saver, Customer + Vendor, Saver Linked Banker + General Loan Banker).

Rights and obligations apply **strictly role-wise** and do not extend automatically across roles.

"Where a person or entity holds multiple roles (including but not limited to Customer, Saver, Buyer, Agent, Vendor), all rights, protections, obligations, and liabilities shall apply strictly role-wise. No party shall misuse one role to claim benefits, protections, or exemptions applicable to another role."

3.10 Conflict of Interest Disclosure

Any person or entity holding multiple roles shall disclose any conflict of interest. Rajchavin reserves the right to restrict participation where such conflict may impact platform integrity, transparency or compliance.

4. SCOPE OF SERVICES (DISTINCT VERTICALS – NON-NEGOTIABLE)

After onboarding, no party shall bypass Rajchavin systems. Any such bypass shall constitute a governance violation and may result in suspension of access, delisting of projects or parties, and survival of applicable fees.

4.0A. Non-Circumvention

Once onboarded through Rajchavin, no party shall directly or indirectly bypass Rajchavin to complete transactions introduced via the platform. Any such circumvention shall attract liability for applicable platform fees and damages.

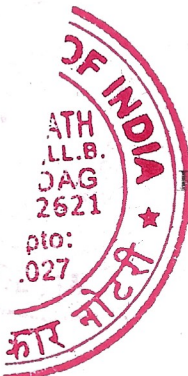
4.1 Layout & Farmland System (Savings-First)

Rajchavin facilitates:

- Identification & marketing of layouts and farmlands
- Banker, Land developer, Saver onboarding
- Savings discipline tracking
- Buyer-land developer coordination
- Due-diligence coordination via licensed professionals

Rajchavin:

- Does not own land
- Does not sell land
- Does not guarantee title, approvals or outcomes



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4.2 Software as a Service (RaaS™) – Layout / Plot / Project Stream

Rajchavin provides a **licensed RaaS™ platform** to land developers and institutional partners for:

- Customer onboarding & KYC workflows
- Savings discipline tracking
- Plot and inventory management
- Project milestone monitoring
- Dashboards for developers and banks
- Audit trails and reporting

Key rules:

- Software is licensed, not sold
- Separate RaaS™ subscription fee applies

All intellectual property belongs to Rajchavin

4.3 Real Estate System (Buy / Sell / Rent / Lease Facilitation)

Rajchavin facilitates:

- Buying, selling, renting, and leasing of real estate (Agriculture, Non agriculture, industrial, residential, commercial, institution land and buildings)
- Engagement and coordination between parties
- Documentation facilitation assistance

Rajchavin is **never a transacting party**

Rajchavin is not a Real Estate Promoter or Developer under the Real Estate (Regulation and Development) Act, 2016 (RERA) and does not undertake project registration, construction execution, or promoter obligations. All regulatory responsibilities remain solely with Sellers and Land Developers.

4.4 E-Commerce / Marketplace (Construction Materials)

Rajchavin operates a **technology marketplace** facilitating transactions between customers and vendors.

Rajchavin:

- Is not a seller
- Does not own inventory
- Earns referral / platform fees from vendors and customers
- Holds no liability in replacement and returns

Product liability rests solely with the vendor or manufacturer

4.5 Design, Construction & Renovation (Facilitation Only)



Rajchavin may coordinate:

- Architects
- Engineers
- Contractors
- Vendors
- Customers
- Professionals

Rajchavin:

- Does not execute construction
- Does not guarantee quality, cost, or timelines

4.6 Legal & Loan Assistance (Coordination and Assistance Only)

Rajchavin facilitates:

- Land conversion, NA, KJP
- e-Stamp and registration coordination
- Sale deed and agreement facilitation
- Mortgage and housing loan documentation readiness assistance

Rajchavin:

- Does not provide legal advice
- Does not lend
- Does not guarantee approvals

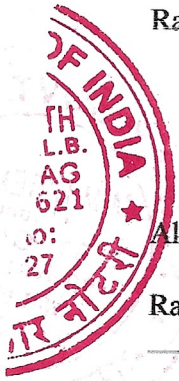
5. ABSOLUTE NO-CUSTODY & MONEY FLOW RULE

Rajchavin shall **never**:

- Collect or hold funds
- Route deposits, EMIs, or loan amounts
- Act as escrow or payment intermediary

All monies shall remain **exclusively with banks**.

Rajchavin's role is limited to **system monitoring, validation, and reporting**.



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6. REVENUE & FEE PRINCIPLES (STRUCTURAL SAFETY)

- All pricing & fees are governed only by the **Master Pricing & Services Policy**
- No verbal or unofficial pricing is valid

Rajchavin may earn revenue through:

- RaaS™ subscription fees (from land developers)
- Referral / facilitation fees from banks (developer-sourced customers)
- Interest recognized as system fee on saver deposits (without touching principal)
- Referral/platform fees from marketplace:
 - Vendors
 - Professionals(Architect/ Engineer, Stamp writer, Advocate/Advocate association, CA, Banker)
 - Agents
 - Sellers
 - Buyers
 - Contractors

Rajchavin may earn facilitation or referral fees linked to loan sanctions; however, Rajchavin shall never act as lender, shall never hold or route any loan funds, and shall never own or acquire any property. All sanctioned loan amounts shall be disbursed directly by banks to customers or sellers.

All taxes including GST, TDS or statutory dues arising from transactions remain the sole responsibility of the respective earning party. Rajchavin bears no tax liability on third-party earnings.

7. DATA, SOFTWARE & INTELLECTUAL PROPERTY

- All software, systems, logic, dashboards, source code, architecture designs, tools and documentation are the exclusive property of Rajchavin Realty Retreat LLP
- IT Developers have no ownership rights over anything
- Data, reports, dashboards cannot be copied or reused externally
- Only allowed within approved scope

Data is confidential and purpose-limited

7A. CONFIDENTIALITY

All business information, software logic, operational processes, pricing structures, customer data and partner information are confidential. No party shall disclose or reuse such information without prior written consent of Rajchavin.

8. COMPLIANCE, ETHICS & AUDITABILITY



Rajchavin adheres to:

- Zero cash policy
- Transparent disclosures
- Documented, auditable processes
- No false promises or pressure selling

“If it is not visible in the system, it does not exist.”

8A. Platform Misuse & Suspension Rights

Rajchavin reserves absolute rights to:

- a) Suspend, restrict, or permanently disable platform access
- b) Delist properties, vendors, agents, or projects
- c) Freeze dashboards or reporting access

if any user is suspected of fraud, misrepresentation, regulatory breach, reputational risk, or system misuse.

Such action may be taken **with or without notice**, and Rajchavin shall not be liable for any resulting loss.

8B. AML / KYC COMPLIANCE

Rajchavin reserves the right to conduct KYC verification, identity checks, and compliance screening of any Customer, Saver, Seller, Agent, Vendor or Developer in accordance with applicable Indian laws. Rajchavin may suspend or refuse access where compliance requirements are not met.

8C. TERMINATION RIGHTS

Rajchavin reserves the absolute right to terminate or permanently disable access to any user, customer, saver, seller, agent, vendor or developer for governance, compliance, risk management or business reasons, without obligation to provide justification.

9. LIMITATION OF LIABILITY

Rajchavin is not liable for:

- Seller or developer defaults
- Loan approvals or rejections
- Construction quality, delays and failures.
- Professional advice or errors
- Vendor product defects

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NOTARY

11A. NO PARTNERSHIP, NO AGENCY, NO FIDUCIARY RELATIONSHIP

- Nothing in this UGRF, nor any facilitation, coordination, software access, or service provided by Rajchavin, shall be construed as creating any partnership, joint venture, agency, fiduciary, or trustee relationship between Rajchavin and any Customer, Saver, Seller, Developer, Agent, Vendor, Professional, Banker, or third party.
- No party shall have authority to bind Rajchavin in any manner whatsoever.

11B. FOUNDER & MANAGEMENT AUTHORITY

- All strategic, operational, governance, software, financial, and decision-making authority of Rajchavin shall vest exclusively with its Designated Partners / Founders as recorded with the Ministry of Corporate Affairs.
- No Customer, Saver, Seller, Developer, Agent, Vendor, Professional, Banker, or third party shall acquire any management rights, voting rights, ownership interest, or control by virtue of usage, deposits, fees, or association with Rajchavin.
- Employees/agents cannot bind Rajchavin without written approval

11C. FORCE MAJEURE & SYSTEM AVAILABILITY

- Rajchavin shall not be liable for any delay, disruption, suspension, or failure of services caused by events beyond its reasonable control, including system upgrades, cyber incidents, power or network failures, regulatory changes, or force majeure events.
- CYBERSECURITY & SYSTEM DOWNTIME DISCLAIMER Rajchavin shall not be liable for any data loss, service interruption, access delay, or downtime arising from cyber incidents, system upgrades, third-party infrastructure failures, or network disruptions.

11D. Regulatory Supremacy

- In the event of any conflict between this UGRF and:
 - a) Applicable laws
 - b) Government notifications
 - c) Regulatory directives
- the applicable law shall prevail **only to the extent of such conflict**, and the remainder of this UGRF shall continue in full force.

11E. Survival of Core Clauses

Clauses relating to:

- Limitation of liability
- Indemnity
- Jurisdiction & arbitration
- IP ownership
- No-custody rule

shall survive termination, suspension, or cessation of any relationship or service.



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11F. Governing Hierarchy

In case of conflict:

1. This UGRF
2. Specific written agreements referencing UGRF
3. Platform policies

shall prevail in that order unless expressly stated otherwise.

Digital acceptance through platform usage, dashboard confirmation, system acknowledgment, or electronic consent shall constitute legally binding acceptance of this UGRF.

12. AMENDMENT & VERSION CONTROL

- Amendments require partner approval
- Version control shall be strictly maintained
- No retrospective application

12A. Assignment & Continuity

- Rajchavin may assign, novate, or restructure this UGRF to any successor entity, LLP conversion, platform SPV, or holding structure without requiring consent.
- Users shall not assign their rights or obligations without prior written consent of Rajchavin.

Each version shall carry revision date and supersede all previous versions.

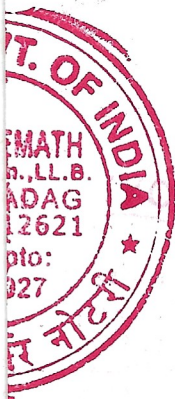
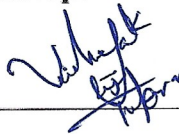
13. EFFECTIVE DATE

This UGRF shall take effect from the adoption date of 15/02/2026 by Rajchavin Realty Retreat LLP.

SIGNATURES

Founder & CEO
Vinayak R. Tirlapur

Signature: _____



Co-Founder & COO
Santosh S. Shidling

Signature: 

Designated Partner
Chandrakala Tirlapur
(DPIN: 10926580)

Signature: Chandrakala


Designated Partner
Rajkumar B Tirlapur
(DPIN: 11047768)

Signature: R. B. Tirlapur

Witness :

Witness 1

Name: Shankarsa R Shidling
Address: Gadag Karnataka

Signature: 

Witness 2

Name: Jayashree S Shidling
Address: Gadag Karnataka

Signature: 

Date: 13/02/2026

Place: Gadag, Karnataka.

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(M.M. Hiremath)
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