एक सौ रुपये



Rs. 100 ONE

HUNDRED RUPEES

## भारत INDIA INDIA NON JUDICIAL

ಅಂಧ್ರವದೆಕ್ आन्ध्र प्रदेश ANDHRA PRADESH Date: 13 06-2008 Serial No: 8,745 Denomina

Serial No : 8,745

Purchased By :

K.BHASKAR REDDY S/O.RAJI REDDY

HYD

For Whom : RAJA PUSHPA PROPERTIES Denomination: 100

Ex.Officio Stamp Vendor S.R.O. GOLCONDA

## DEVELOPMENT AGREEMENT -CUM- GENERAL POWER OF ATTORNEY

THIS DEVELOPMENT AGREEMENT -CUM- GENERAL POWER OF ATTORNEY is made and executed on this the 24 to day of June at USA and Hyderabad, Andhra Pradesh by and between:-

- SMT. K.ANURADHA, W/o Sri K.V.Reddy, aged 47 years, Occ: 1. Housewife: Resident of 2832, Stratton Court, Centerville, OH,45458. Presently came down to India and staying at Flat No.203, H.No.6-3-5/2/A/5, Soubhagya Arcade, Banjara Hills, Hyderabad, Andhra Pradesh.
- 2. K.SIVA KANTH, S/o Sri K.V.Reddy, aged 18 years, Occ: Student: Resident of 2832, Stratton Court, Centerville, OH - 45458, U.S.A..

[HEREINAFTER referred to as the "LANDOWNERS" which expression shall mean and include all their respective heirs, Successors, Administrators, Assignees, Executors, Nominees etc., of the FIRST PARTI

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్రవాస్ యిచ్చినట్లు ఒప్పుకొన్నది

#### AND

M/s RAJA PUSHPA PROPERTIES, a Partnership Firm, having its . registered office at Plot No.821, Road No 41, Jubilee Hills, Hyderabad, Andhra Pradesh, represented by its Managing Partners (1) Sri P.Mahender Reddy, S/o Late P.Raji Reddy, aged 42 years, Occ: Business and (2) Sri P.Sreenivas Reddy, S/o Late P.Raji Reddy, aged 41 years, Occ. Business, both R/o Flat No.310 & 311, Teja Block, My Home NawadweepaApartments, Madhapoor, Hyderabad, Andhra Pradesh.

[HEREINAFTER referred to as the "DEVELOPER" which expression shall mean and include all its Partners, Representatives, Successors, Administrators, Assignees, Executors, Nominees etc., of the SECOND PARTI

## WITNESSES AS FOLLOWS:

- The Landowners of the First Part are the absolute owners and possessors of the land admeasuring Ac.1-03.3 guntas bearing Plot No.12 in Sy.No.337 [Part], situated at Poppalguda Village, Rajendranagar Revenue Mandal, Ranga Reddy District, Andhra Pradesh having purchased the same from one Sri K.Suryanarayana and others through a Sale Deed dated 13-04-1999 bearing registered document No.1481 of 1999 with the O/o Sub-Registrar, Rajendranagar, Ranga Reddy District.
- II. WHEREAS the Landowners are desirous of developing their property by putting up a Residential Apartment/Commercial Complex and the Developer has approached the Landowners with a proposal for development of the Schedule Property and the Landowners have agreed based on the representation of the Developer that they have the necessary expertise, finances, infrastructure and resources for the arphi . development of the Schedule Property and based on the said representation, the Landowners have agreed to entrust the Schedule Land to the Developer for the purpose of development of the same.
- WHEREAS the Landowners of First Part have represented to the Developer of Second Part as under:
  - that the Landowners are the absolute owners of the Schedule Property and that the Landowners has got good, marketable and subsisting title and possession in and over the Schedule Property and none other has/have any right, title, claim, interest or share therein;
  - (b) that the Schedule Property is not subjected to any litigation, attachments, registered or unregistered encumbrances or acquisition proceedings of any kind or to any agency or Government or tax liabilities, attachment towards tax liability, nor has the Schedule Property given as security for any purpose either directly or indirectly or made part of any surety and case or court proceedings;
  - (c) that the Landowners have not entered into any Agreement/s of Sale, MOU, lease, transfer for development of the Schedule Property in favour of any other person;
  - (d) that the Landowners have paid up-to date taxes in respect of the Schedule Property.

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CERTIFICATE The Document has been scanned with identification No. 1525-1-27401 2008. been

SEAL OF THE SUB-REGISTRAR GANDIPET R.R. DIST. WEST

- (e) that the Landowners are in possession and enjoyment and personal occupation of the Schedule Property:
- (f) that the Schedule Property is not a land in respect of which there is a prohibition regarding sale and that there is no bar or prohibition to acquire, hold or to sell the Schedule Property under any statute including the Urban Land (Celling and Regulation) Act, 1976;
- that the Landowners have paid the land revenue, taxes, cesses (q) and other statutory charges with regard to the Schedule Property:
- (h) that there is no impediment for the Landowners to acquire or hold or to sell the Schedule Property under any law including the Urban Land (Ceiling and Regulation) Act, 1976;
- (i) that the Landowners shall make available the entire Schedule Property as one clubbed property and fully vacant site for the development of the Schedule Property;
- (i) the Landowners have agreed to comply with the requirements of the Developer and the obligations undertaken by the Landowners in terms of this agreement;
- (k) that there are no pending proceedings or cases in any forum nor there is a threat of any appeals from any orders passed in favour of Landowners in any of the proceedings concerning the Schedule Property;
- (i)that there are no tax attachments/any other attachments with regards to the Schedule Property or any part thereof under the Income Tax Act, 1961, Wealth Tax or Sales Tax or any other taxing statutes or any other statutes;
- (m) that the Landowners will be responsible for payment of all taxes. rates, charges, cesses etc. with regard to the Schedule Property or any part thereof upto the delivery of possession of the Schedule Property under this agreement;
- (n) That the Landowners has acquired the Schedule Property out of their self earned funds and that the Schedule Property is a selfacquired property and it does not form part of any HUF property of the Landowners and the Landowners are the owners in their own right is the absolute Landowners of the same;
- WHEREAS based on the above representation of the Landowners of ĮV. First Part, the Developer of Second Part has agreed and undertaken to develop, entirely at their cost and expenses, by constructing Residential Apartments/Commercial Complex, utilizing the maximum permissible FSI as per the prevalling building bye-laws. In principle, it is agreed that the schedule land shall be developed into a Multi-storied Residential Apartment Complex/Commercial Complex by clubbing the schedule land with the adjacent lands and the Landowners and the Developer shall be entitled to share the constructed areas [by way of super built-up area, which includes common areas], parking areas and undivided share of land in the ratio of 45: 55 respectively out of the constructed area allocable/to be allotted in proportion to the schedule

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V. WHEREAS the Parties hereto have agreed to reduce into writing the terms and conditions of the agreement entered into between them for the Development of the Schedule Property.

#### VI. NOW THEREFORE, THIS DEVELOPMENT AGREEMENT -CUM-GENERAL POWER OF ATTORNEY WITNESSETH AS FOLLOWS:

#### 1. CONSIDERATION:

- In consideration of the Developer herein agreeing to construct for the Landowners, under the development undertaken by the Developer comprising of Residential Apartments/Commercial Complex consisting of Apartments/Commercial office/spaces. common area, garden, terrace rights, basement car parking, surface car parking in the complex to be constructed on the Schedule Property, the Landowners hereby agrees to transfer balance undivided share to the Developer or any one nominated by the Developer in development, with the right to enter into agreement for sale of such undivided share and also the construction agreement for corresponding constructed area in the building/s to be constructed on the Schedule Property and the Landowners authorizes, grants license and permission to the Developer: enter upon aлd construct Residential/Commercial Complex for the development of the Schedule Property in terms of this Agreement. The Developer shall construct Residential Apartment Complex/Commercial Complex on the Schedule Land at its own cost and expenses as per the detailed specifications appended to this Agreement which form part and parcel of this agreement.
- 1.2. The parties have further agreed that with regard to the division of the constructed area in the Residential Apartment/Commercial Gomplex shall be done on the pian being sanctioned and such allocation to be recorded in writing and the parties will endeavor to make floor-wise distribution in each building or block-wise.
- 1.3. Saleable area/super built-up area means and includes the total area constructed including Balconies, staircase, Lift room, Corridor areas including the other common amenities areas capable and club house area of being used commonly by the occupants of entire project.

#### 2. PLANS/LICENCES:

2.1. It is agreed between the parties hereto that the Developer will apply for the Sanction of Plan for Residential/Commercial construction utilizing the F.A.R available for the present land use, and if any additional FSI is permissible as per the prevailing bye-laws, the same will be utilized by payment of impact fees as may be applicable and undertake to construct maximum permissible FAR/FSI:

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2.2. The Developer shall be entitled to modify the plans already submitted if required by any statutory Authority without materially altering the entitlement of the Landowners.

#### 3. REPRESENTATIONS BY THE LAND-OWNER:

- 3.1. The Landowners hereby declares that, subject to what is stated above.
- (a) that the Landowners are the absolute Landowners of the Schedule Land and that the Landowners has got good, marketable and subsisting title and possession over the Schedule Land and none other has any title and interest or share therein,

- (b) that the Schedule Property is not subject to any litigation, attachments, court or acquisition proceedings of any kind or to agency coupled with interests or tax liabilities, attachment towards tax liability, nor has the Schedule Property given as security for any purpose either directly or indirectly or made part of any surety in and case or court proceedings.
- (c) that there are no claims, mortgages, charges, lien or encumbrances on the Schedule Property;
- (d) that the Landowners have not entered into any Agreement/s of Sale, MOU, lease, transfer, for development of the Schedule Property with any other person/s;
- (e) that the Landowners have paid upto date taxes in respect of the Schedule Property.
- (f) that the Landowners are in possession and enjoyment and personal occupation of the Schedule Property;
- (g) that the Schedule Property is not a land in respect of which there is a prohibition regarding sale and that there is no bar or prohibition to acquire, hold or to sell the Schedule Property under any statute including the Urban Land (Ceiling and Regulation) Act, 1976.
- that the Landowners have paid the land revenue, taxes, cesses and other statutory charges with regard to the Schedule Property;
- that there is no impediment for the Landowners herein to acquire or hold or to sell the Schedule Property under any law including the Urban Land (Celling and Regulation) Act, 1976;
- the Landowners have agreed to comply with the requirements of the Developer and the obligations undertaken by the Landowners in terms of this agreement;
- (k) that there are no pending proceedings in any forum nor is there a threat of any appeals from any orders passed in favour of Landowners in any of the proceedings concerning the Schedule Property.

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- that there are no tax attachments/other attachments with regards to the Schedule Property or any part thereof under the Income Tax Act, 1961, 1961, Wealth Tax or Sales Tax or any other taxing statues or any other statutes;
- (m) that the Landowners will be responsible for payment of all taxes, rates, charges, cesses etc. with regards to the Schedule Property or any part thereof upto the delivery of possession of the Schedule Property under this Agreement.
- (n) That the Landowners have acquired the Schedule Property out of his self earned funds, and that the Schedule Property is a self-acquired property and it does not form part of any HUF property.
- 3.2. The Developer will be entitled to examine and investigate the Landowners 's title to the property mentioned in Schedule hereunder written in the course of which the Developer may:-
  - (a) to take searches of the records pertaining to the property maintained in the government, semigovernment and local authorities offices;
  - (b) administer requisitions on title to the Landowner; and
  - (c) take the inspection of the original title deeds and the documents of title pertaining to the property herein in the office of the Advocates for the Landowner.
- In principle, it is agreed that the schedule land shall be developed into a Multi-storied Residential Apartment. Complex/Commercial Complex by clubbing the schedule land with the adjacent lands and the Landowners and the Developer shall be entitled to share the constructed areas [by way of super built-up area, which includes common areas], parking areas and undivided share of land in the ratio of 45 : 55 respectively out of the constructed area allocable/to be allotted in proportion to the schedule land out of the total constructed area of the entire project being built on the schedule land and other neighboring lands commonly developed along with proportionate undivided share of land i.e., 45%: 55% respectively out of the schedule land.
- 3.4. The Developer has entered into this Agreement on the basis of the aforesaid representations of the Landowner. The Landowners agrees and undertakes that if any encumbrances or demands or claims are found to be existing or made in respect of the Schedule Property, the Landowners agrees to indemnify and keep Indemnify and keep indemnified the Developer against the same and also clear and/or remove the same at his own costs and expenses and ensure that the Developer are handed over an unencumbered property and there is no obstruction, interruption or objection to the Developer rights to carry on development of the said Property and to enter into agreement for sale of the Apartments to be constructed by them on the said Property.

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## 4. APPOINTMENT OF ARCHITECTS CONTRACTORS, ENGINEERS:

The Developer at its cost will be entitled to engage Architects, Contractors and other agencies, engineers, supervisors, staff, labour, workmen required for the execution and completion of the construction work, however in case of any disputes between the Developer and their contractors, architects, engineers and other workmen, vendors, suppliers of materials, or any agency employed by the Developer, the same shall be settled by the Developer and the Landowners shall have no liability of any nature whatsoever.

#### 5. PERMISSIVE RIGHT TO ENTRY:

The Landowners have this day permitted the Developer to enter upon the Schedule Property for development of the Schedule Property in terms of this Agreement.

## COMMENCEMENT OF DEVELOPMENTAL WORK AND AMENITIES:

- 6.1. The Developer shall commence the construction work on the Schedule Property immediately after the plans being sanctioned and permits are obtained subject to the Landowners having complied with his obligations under this agreement which are required of the Landowners to comply before the commencement of work.
- 6.2. The Developer shall have the sole discretion in selection of men, construction materials, machinery, method of construction, equipment to be used for construction and other related techniques of construction etc., and the Landowners shall not interfere with the same in any manner whatsoever. However the Developer shall use the best quality material as per the specifications set out in annexure hereto.
- 6.3. The Landowners shall extend full co-operation to the Developer to complete the development of the Residential Apartments/Commercial Complex. The Landowners shall not create any impediments or obstructions in the way of the Developer in developing or construction of the Residential Apartments/Commercial Complex. However, the Developer shall permit entry to the Landowners or his authorized agents to the construction site for the purpose of inspecting the construction work carried out by the Developer at the Landowner's risk and cost.
- 6.4. The work of development shall be as per the specifications set out in Annexure hereto or equivalent thereof and such specifications shall be for the share of both the Landowners and the Developer.
- 6.5. In the event of the area being leased by the Landowners and the Developer of their respective shares and such Lessee desirous of having additional specifications in the premises to be leased including fixtures and fittings as the case may be or in the event of the Landowners desirous of having additional specifications in their constructed areas apart from those mentioned in the Annexure hereto, in such an event the Landowners bear the cost of such additional fittings,

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equipments, fixtures and furniture which are not within the scope of the specifications set out in the Annexure hereto.

6.6. The Developer of Second Part hereby agrees and undertakes to construct a CLUB HOUSE at any place suitable in the Schedule Property or other adjacent lands and all the flat owners, who ultimately own the flats shall contribute the proportionate amounts to the Developer towards club house facility or any other amenities provided therein.

#### 7. MOBILIZATION OF WORK FORCE & PAYMENTS:

The Developer at its own cost and expense mobilize the work force or cause the mobilization of work force, necessary to carry out the work undertaken by them as hereunder. The Developer shall meet all the costs of construction materials and shall be solely responsible for the payment of wages to the labourers as employed by them for execution of construction work undertaken by them under this agreement. The Landowners shall in no way be liable to make payments or compensate the laborers for any injuries or loss sustained to the labourers employed by the Developer. The Developer shall comply with all the statutory requirements such as Labour licenses, PPF, ESIC, workmen compensation wherever applicable and pay the same as and when due.

#### 8. COMPLETION OF PROJECT:

- 8.1. It is mutually agreed that the Developer shall complete the construction, subject to clause in all respects within a period of 30 (Thirty) months with a grace period of 6 (Six) months from the date of obtaining permits and sanction plans from the Authorities.
- 8.2. However, the Developer shall be entitled to corresponding extension of time for securing completion of the construction and the occupancy certificate of the said building. In case of unavoidable circumstance which are beyond the control of the Developer. If the delay in completion of construction or obtaining occupation certificate, permanent connection of electricity and water, is caused due to any eventuality of force majeure, or any act of God or due to any act or omission of the Landowners having the effect of legally bringing a stop to the work undertaken by the Developer or any court orders or restrictions imposed by Government not being caused due to the fault of the Developer or unavoidable circumstance which are beyond the control of the Developer.

#### 8.3. PENALTY:

In the event of the Developer not handing over the constructed areas allotted towards the share of the Landowners within the above stipulated time, the Developer shall pay an amount of Rs.5,000/- per Flat per month to the Landowners in respect of the Flats not being delivered and such penalty shall be paid till the delivery of flats.

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#### 9. AREA ENTITLEMENTS:

The Landowners will be entitled to deal with the constructed areas, parking areas and undivided share of land to be allotted towards share of the Landowners and the Landowners will be entitled to enjoy, retain, lease or mortgage, gift or dispose off his respective shares in the multi-storied building/s constructed on the Schedule Property;

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- The Developer or their nominees will be entitled to the conveyance of the balance undivided share in the Schedule Property after allocation to the Landowner's share and the right to retain the corresponding Saleable area, terrace area, garden area, common area, surface car parking area, basement car parking area constructed by the Developer and the Developer will be entitled to enjoy, retain, lease or mortgage, gift or dispose off their respective shares in the multi-storied building/s constructed on the Schedule Property.
- The respective parties shall alone be entitled to the proceeds of their respective shares and will be responsible for the payment of all statutory dues and taxes for such receipts;
- The Developer hereby permitted to club the Schedule land with any other adjacent land/s for the purpose of common development. It is further agreed that in view of the fact that the Developer is proposing and authorized to construction on a larger extent of land including the Schedule land, the allotment of the Residential Flats/Commercial units towards the share of the Landowners may fall and located in any of the Block constructed on the total land upon which the entire complex will be constructed.

#### 10. **EXECUTION OF DOCUMENTS:**

On signing of this Development Agreement-cum-Irrevocable General Power of Attorney, the Developer by utilizing G.P.A. Powers conferred infra, shall execute and sign all such papers and documents on behalf of the Land Owners, which may be required for the purpose of plan sanctions from the Greater Hyderabad | Municipal Corporation, Hyderabad Development Authority or any other Authority concerned, Electricity Development (APCPDCL), Hyderabad Metropolitan Water Supply and sewerage Board or such other Authorities for getting permission and sanctions, for the effective development and completion of the Project. Further, the Developer by utilizing the G.P.A. powers conferred to it by the Landowners can execute and sign any document with the local authority for road widening purpose which in turn will facilitate for extraction of maximum FSI.

#### 11.1. ALLOCATION AGREEMENT:

It is further mutually agreed that immediately after the construction plans are approved by the Authorities, when the proposed constructed areas in the entire complex/project become identifiable, the Residential flats, commercial units, parking areas and proportionate undivided share of land to each of such flats and units with Flat Numbers, Floor Numbers and

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Block Numbers will be allotted to the Landowners s of First Part and the Developer of Second Part in proportion to their respective entitlements of constructed areas to the Landowners and the Developer of Second Part and such allotment will be recorded and reduced Into writing by way of an Allocation Agreement/Supplemental Agreement/MOU/Joint Declaration which will be executed and entered into among the Landowners of First Part and the Developer of Second Part within Thirty (30) days from the date of approval of the plans of construction by the Authorities since the constructed areas will be identifiable at such point of time and such Allocation Agreement/Supplemental Agreement/MOU/Joint Declaration shall be deemed to be the part and parcel of this Development Agreement—cum—GPA.

#### 11.2. IRREVOCABLE GENERAL POWER OF ATTORNEY:

The above named Landowners hereby appoints, constitutes, nominates and retains the Developer i.e, M/s RAJAPUSHPA PROPERTIES Represented by its Managing Partners Sri. P.Mahender Reddy S/o Late P.Raji Reddy and Sri P.Sreenivas Reddy S/o Late P.Raji Reddy as their Irrecovable General Power of Attorney holder to do perform and excute the following things, acts and deeds on behalf of the Land Owners:-

- (a) It is made clear that the power of alienation, transfer by any mode, sale, mortgage, etc, shall be restricted to the Developer's share as mentioned in this agreement, After the permits are accorded by GHMC/HUDA and the concerned Municipality, the residential flats/commercial units including parking areas shall be allotted to the Landowners and the Developer in the proportion as mentioned above in this Development Agreement and the same shall be earmarked by way of Supplement Agreement/Allocation Agreement to be immediately after all the permissions and sanctions are received from the Authorities which enable the identification of areas. The power to sell and transfer the Developer's share and the power of Attorney of the extent sssssof power to sell and Developer share is irrevocable.
- (b) (i) To negotiate and/or to enter into agreements with prospective purchasers for sale of Developer's share of constructed areas, parking areas with proportionate undivided share of land in residential/commercial complex and to sell, transfer, convey, assign and alienate the same to such prospective purchasers and for such consideration and on such terms and conditions as may be agreed by and between the Developer and such prospective purchasers from time to time.
  - (ii) That both the Managing Partners 1, Sri P.Mahender Reddy S/o Late P.Raji Reddy & 2, Sri P.Sreenivas Reddy S/o Late P.Raji Reddy can represent the firm i.e, M/s RAJAPUSHPA PROPERTIES or any one of the Managing Partner as per their convenience for all the purposes.

- In respect to the Developer's allocated share of (c) constructed areas, parking areas and undivided share of land, to sign and execute all agreements, deeds, documents and papers including agreement for sale and deeds of conveyance, Sale Deeds/ in favour of the prospective purchasers, gift deeds, exchange deeds, to receive the sale consideration and to present any or all of them for registration, if necessary, before the relevant authority having jurisdiction, including the Registrar or Sub-Registrar or Joint Sub-Registrar of Assurance and to appear before and represent the Landowners before the said Authorities at all times as may be necessary and admit the execution of the said agreements, conveyances, Sale Deeds, documents and papers on behalf of the Landowners and to take all necessary steps and to do all necessary acts, deeds, matters and things including preparing, filing up, completing, signing and submitting all papers, documents, forms, declarations, statements and writings to be submitted at the time of registration of the said agreements, conveyance/sale deeds, documents and papers, which may be required for fully properly and effectually selling, giving on lease transferring and conveying the Developer's share in the constructed areas of the Residential/Commercial Complex, parking areas and undivided share of land under the Indian Registration Act, 1908.
- (d) To prepare the plans, make representations, file affidavits, applications documents, necessary for the purpose of obtaining permission, clearness exemptions, sanctions required under any statute for the construction and development on the Schedule Property before the Government of Andhra Pradesh GHMC, Hyderabad Urban Development Authority, HADA, Police, Revenue, Fire Services, Airports Authority etc., Central Government or any appropriate Authority under any State of Central Statute.
- (e) To apply for and obtain all clearance from the Government, Departments, commencement Certificate, Completion/Occupancy Certificate and other permissions required for formation of layout, construction, completion and occupation of any Building/s In the Schedule Property.
- (f) To apply for and obtain from the GHMC and other concerned Authorities (including Hyderabad Urban Development Authority, National Airport Authority of Department of Telecommunications, Traffic Department, Lift Inspectorate, A.P. Transco, MCH, Hyderabad Metropolitan Water and Sewerage Board, Hyderabad Urban Arts Commission, Fire Service Department or ULC Department or any Statutory Authority, State or Central Government if required for sanctions, License, Consents/permissions/No objection Certificates/ Commencement Certificate/occupancy certificates/Amendments/Modifications, for such demolition and construction of buildings etc., in the

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Schedule Property and to apply for and obtaining Electrical, water and sanitary connection, and in that behalf to sign and execute all applications, affidavits, declarations, indemnities, plans documents etc.,

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- (g) To appear for and represent us before any Government statutory, Local, Revenue Tax, and other Authorities and also courts and Tribunals in regard to the Schedule Property.
- (h) To apply for and obtain permission/no objection certificate under any of the provision of the Income Tax Act, 1961 and to appear before, objection statements etc., to the Competent Authority or Appropriate Authority as the case may be under the provision for obtaining the permission from the transfer with regards to balance undivided share in the Schedule Property or any portions/shares thereof.
- (ī) To execute sign such Agreements, necessary for the purpose of leasing tenancy, licenses, or letting out with regards to balance undivided share in the Schedule Property or any portions/shares thereof and to receive deposits and rents in their own name without we bring responsible. to repay the same to the Lessee/tenant/license in this behalf. To execute any deeds for lease, tenancy, license with regards to balance undivided share in the Schedule Property or any portions/shares thereof and give possession to such lessee, licensee tenant for the registration of such lessee, licensee tenant for the registration of such lease deed, tenancy and license with regards to balance undivided share in the Schedule Property or any portions/shares thereof do everything necessary for completing thereof including presentation and admitting execution thereof as well as to sign and execute all affidavits/applications/statements/declarations/ forms/returns. 🕡
- (i) To institute, prosecute and defend all legal, revenue, tax and other proceedings relating to the Schedule Property and the development and to settle, withdraw, compromise, compound and suit or proceedings. To sign and execute pleadings, Applications, Petitions, Vakalats, Affidavits, Declarations, Memorandum of Appeal, Revision and Review to be filed before any court, Tribunal or Authority or Arbitrations with regard to the Schedule Property and the Development. To produce documents and obtained return thereof, to give evidence and to engage and instruct counsel in regard to any proceeding relating to the Schedule Property and the development thereon.
- (k) To execute any deeds of ratification and rectifications with regard to any documents already executed pursuant to this Power of Attorney and to present such deeds of ratification and rectification and to admit execution thereof and to sign such forms, applications,

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statements, ratification and rectification etc., with regards thereto.

- (I)To execute any release deeds, gift deeds, gift deeds or such transfer documents as the attorney may deem fit with regard to balance undivided share in the Schedule Property or any portion/shares thereof including presentation of such deeds and admit execution of such deeds and to sign all such affidavits, applications, forms etc, required for the registration thereof and to complete all formalities of such documents.
- (m) Generally to do all other" acts, deeds and things necessary in regard to the management, development, maintenance, of the Schedule Property and disposal of Developer undivided share in the Schedule Property.
- 11.3. The Landowners HEREBY AUTHORISE AND EMPOWER the Developer to delegate all or any of the aforesaid powers as set out in Clause 11.2 onwards;

#### 12. **CUSTODY OF ORIGINAL TITLE DEEDS:**

The Landowners have to handover all the original documents of title, with regard to the Schedule Property to the Developer on sanction of plans by the concerned authority. On the Complex being completed and the Developer having sold of their entitled constructed areas, the original documents of title shall be delivered to the Association formed among all the owners of the constructed areas in the entire Complex.

The Landowners will be entitled by herself or by his agents, servants, advocates and the prospective buyers/lessee/licensee, for the inspection thereof and make extracts there from, after giving 48 hours of prior notice to the Developer;

#### 13. OWNERS' ASSOCIATION:

The Landowners and the Developer and/or the transferees or their successors-in-title shall, along with the other co-owners or occupants of the building, become members of the Association to be formed for the purpose of maintenance of the Multi-storied building. The parties hereto shall pay their respective share of maintenance deposits and or charges to the Owners' association or the maintenance company as the case may be formed or appointed on completion of the Building. If for any reason, the Owners Association is not formed by that time, the same shall be paid to the Developer or their nominees till the formation of the Association. Any amounts in the hand of the Developer at the time of formation of the Owners Association will be handed over within fifteen (15) days of the date of formation of such Owners Association:

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#### 14. PAYMENT OF DEPOSITS ETC:

After the construction and receipt of the occupation certificate, the Landowners and the Developer or their prospective purchasers shall pay for their respective shares towards all the charges expenses and deposits payable to the Andhra Pradesh Electricity Supply Board (APSEB), MCH, Hyderabad Metropolitan Water Supply and Sewerage Board, In respect of the Landowner's share of deposits as aforesaid, the Developer shall pay the said amounts initially, and the same shall be reimbursed by the Landowners at the time of delivery of the Landowner's constructed areas to the Landowners or within 15 days of the Developer intimating in writing to the Landowners for the payment of the amounts due. However if the Landowners has sold and disposed of his share or any part thereof, in such an event, the person claiming through the Landowners as the transferee shall become liable to pay the amounts stated herein. Similarly the Landowners and the Developer and or anyone claiming through them should contribute proportionately towards the club house facilities and any other amenities. However as per the understanding reached among the parties hereinabove, the Landowners are exempted from contributing any amounts in the above regard in respect of any of the five flats allotted towards have share and for remaining flats such contribution shall be made as stated supra.

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## 15. PAYMENT OF SERVICE TAX AND ANY OTHER TAXES:

If there is any incidence of paying taxes including service tax, in such an event, the Landowners and the Developer shall bear and pay such taxes or any other taxes being levied or to be levied in future for their respective shares of the constructed areas.

#### 16. PAYMENT OF PROPERTY TAXES:

The Landowners shall pay all the taxes, levies and cess in respect of the Schedule Property upto the date of this Development Agreement. And tax if any payable during the period of construction shall be borne by the Developer and after the delivery of Landowner's constructed areas, the Landowners and Developer shall be responsible for payment of such taxes in respect of their respective shares.

#### 17. TAXES, DEPOSITS, MAINTENANCE ETC:

17.1 The Landowners and the Developer and or anyone claiming through them shall pay the respective Corporation Taxes, cesses, assessments, charges for electricity, water and sanitary and other services and out goings payable in respect of their respective constructed areas from the date of delivery of possession of the same or on the explry of one month from the date of service of a written intimation sent by registered post acknowledgment due and/or under certificate of posting to the Landowners or his nominees intimating to them of the fact that their share of constructed areas is completed and is ready for delivery in all respects along with the occupation certificate. Similarly the Landowners and the Developer and or anyone claiming through them shall pay the interest free corpus fund

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and one year maintenance @ mutually agreed terms and conditions.

- 17.2 The Landowners and the Developer or anyone claiming through them shall from the date of completion of Landowners' share of constructed area in all respects for which an intimation has been sent by the Developer to the Landowners as mentioned in clause 19.1 supra, maintain their respective portions at their own cost in good and tenantable condition and shall not do or suffer, to be done anything in or to the said premises and/or common areas and passages of the building or common utilities which may be against law or which will cause obstruction or interference to the users of such common areas, utilities etc;
- 17.3 The Landowners and/or his transferees in regard to the Landowner's constructed area and the Developer and/or their nominees in respect of Developer's constructed areas shall become members of the Association to be formed by all the holders of built-up area for the purpose of attending to regular maintenance and safety of the buildings and all matters of common interest and concern and shall abide by the terms/conditions/Bye-laws/Rules and Regulations of such Association:
- 17.4 It is agreed between the Parties hereto that in the event of tenant occupying the portion falling to the share of the Landowners, then in that event the maintenance cost shall be collected by the Developer or any agency appointed by the Developer from the tenants directly;

#### 18. **INDEMNIFICATION:**

- 18.1 The Landowners shall be kept indemnified and harmless by the Developer against any loss, liability, cost or claim, action or proceedings that may arise against them or their share of area by reason of any failure on the part of the Developer to discharge their liabilities/obligations or on account of any act of commission or omission in using the Schedule Property or putting up the construction or under any contract the Developer shall have entered with any third party on the strength of this Agreement. The Developer shall be fully and solely liable and responsible to the Government, Hyderabad City Corporation and other authorities for the due compliance of all statutory regulrements and to the third parties with whom the Developer shall enter into any agreement;
- 18.2 Similarly the Landowners shall indemnify and keep indemnified the Developer or anyone claiming through the Developer against any losses, claims, damages, proceedings, actions etc., that may arise or faced by the Developer or anyone claiming through the Developer due to the defect in title of the Landowners to the Schedule Property or the Landowner's fallure to keep the title to the Schedule Property free and marketable. The Developer shall immediately after coming to know about the defect in title or third party claims or any acts or omission commission by the Landowner, shall make a written claim to the Landowners who shall answer and settle or clear such claim/s, within 30 days of service of notice and prevent any delay in development of the Schedule Property. Any such claim/claims shall be a charge on

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the Landowners' share of constructed area and period of delay in resolving the same by the Developer will be added to the period of construction;

#### 19. DEFECT LIABILITY PERIOD:

The Developer shall be responsible for any structural defects, water leakages, plumbing defects in the building constructed in the Schedule Property noticed upto a period of twelve (12) months from the date of completion and handing over of the building. However, small air-cracks in the plaster, masonry, door and windows shall not be construed as defects.

#### 20. NAME OF THE BUILDING:

The name of the Residential Apartments/Commercial Complex to be constructed will be decided by the Developer alone.

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#### 21. NOT PARTNERSHIP:

The Development contemplated by this Agreement is not in the nature of a Partnership as contemplated either by the Indian Partnership Act, 1932, or by the Income Tax Act, 1961;

22. The Parties hereto will be entitled to make such application either jointly or severally for seeking exemptions as may be available under any of the sate or central statutes including but not limited towards the stamp duty, registration fee, income tax, sales tax excise duty etc.

#### 23. BREACH AND CONSEQUENCES:

Without prejudice to the right to terminate this agreement as provided in clause 11 above, in the event of breach by either party to this agreement, the other party (the aggrieved party) shall be entitled to specific performance of the contract and also be entitled to recover all losses, damages and expenses incurred as a consequence of such breach from the party committing breach.

# 24. PAYMENT OF STAMP DUTY & REGISTRATION CHARGES ETC FOR THE CONSTRUCTED AREA AND THEIR RESPECTIVE UNDIVIDED SHARE IN THE SCHEDULE PROPERTY:

The stamp duty and registration charges in respect of the registration of Agreement/Sale Deeds pertaining to the share of the Developer, as contemplated above, shall be borne by the Developer or their nominee/s and that in respect of the Apartments fallen to the share of the Landowners, the same shall be borne by the Landowners or his nominee/s.

#### 25. ABRITRATION:

The Parties hereto agree that in the event of there being any disputes with regard to this Agreement or interpretation of any of the terms of this Agreement, the same shall be referred to the Arbitration in terms thereof;

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Arbitration shall be conducted as follows:

- (a) All proceedings in any arbitration shall be conducted in English.
- The dispute shall be referred to a panel of two (b) arbitrators. Landowners shall appoint one arbitrator and Developer shall appoint one arbitrator and the third being appointed by the two arbitrators nominated by the Partles.

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- (c) The arbitration award shall be final and binding on the parties, and the parties agree to be bound thereby and to act accordingly.
- (d) The arbitral tribunal may by unanimous agreement, award to a party that substantially prevail on the merits its costs and reasonable expenses (including reasonable fees of its counsel).
- (e) Seat of such arbitration tribunal shall be at Hyderabad;
- (f)The Arbitration Proceedings shall be governed by the Arbitration and Conciliation Act, 1996.

#### 26. **MISCELLANEOUS:**

#### 26.1. NOTICES:

26.1.1. Except as otherwise expressly provided therein, all notices and other communications provided for hereunder shall be in writing and shall be transmitted (i) by postage, pre-paid registered mail or by internationally recognized courier service, or (ii) by facsimile transmission or by cable, confirmation copies to be sent by mail, to the parties hereto as follows, as elected by the party hereto giving such notice;

#### If to Landowners: <

- SMT. K.ANURADHA, W/o Sri K.V.Reddy, aged 47 years. Occ: Housewife;
- 2. K.SIVA KANTH, S/o Srl K.V.Reddy, aged 18 years, Occ: Student:

Both are residents of 2832, Stratton Court, Centerville, OH - 45458, U.S.A. and also Flat No.203, H.No.6-3-5/2/A/5, Soubhagya Arcade, Banjara Hills, Hyderabad, Andhra Pradesh.

#### If to Developer:

M/s RAJA PUSHPA PROPERTIES, a Partnership Firm. having its registered office at Plot No.821, Road No 41, Jubilee Hills, Hyderabad, Andhra Pradesh, 500 033.

26.1.2 Either Party may from time to time change its address or representative for receipt of notices or other communications

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provided for in this Agreement by giving to the other not less than 10 days prior written notice.

#### 26.2. LANGUAGE:

All documents to be furnished or communications to be given or made under this Agreement shall be in the English language.

#### 26.3. JURISDICTION:

The Courts in RANGA REDDY DISTRICT alone shall have jurisdiction over this agreement;

#### 27. AMENDMENT OR WAIVER:

- 27.1 Neither this Agreement nor any of the terms hereof may be amended, changed, waived, discharged unless such amendment, change, waiver, discharge or is in writing signed by all of the parties hereto;
  - 27.2. No forbearance, indulgence or relaxation of any Party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such Party to require performance of the same provision and any waiver or acquiescence by any Party of any breach of any provision of this Agreement shall not be construed as a waiver or acquiescence of any continuing or succeeding breach of such provisions, a waiver of any continuing or succeeding breach of such provisions, a waiver of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

#### 28. ENTIRE AGREEMENT:

This Agreement constitutes the entire Agreement between the Parties, and supersedes all other Agreements and understandings between the Parties or any of them.

#### 29. HEADING:

The headings of the paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

#### 30. STAMP DUTY AND CUSTODY OF AGREEMENT:

The Original of this Development Agreement shall be with the Developer and the copy thereof shall be retained by the Landowner. The stamp duty and registration fee on this joint development agreement all related documents shall be borne by the Developer.

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#### SCHEDULE OF PROPERTY

All that the land admeasuring Ac.01-03.3 guntas bearing Plot No.12 in Survey No.337 [Part], situated at POPPALAGUDA Village, Rajendranagar Mandal, Ranga Reddy District, and bounded as follows:-

NORTH:

Farm Land No.11 in Sy No.337/part

SOUTH:

Farm Land No.13 in Sy No.337/part

EAST

Road

Land in Survey No.336.

IN WITNESS WHEREOF the Landowners and the DEVELOPER have signed this Agreement on the day, month and year first above mentioned in the presence of the following Witnesses:

WITNESSES:

1 Anwordha Katta

(1) Ulant Rlatten

LANDOWNER No.1 OF FIRST PART

2 Vin Katter

LANDOWNER No.2 OF FIRST PART

3 P. Kahender Leddy

4 P. frain My

DEVELOPER OF SECOND PART

Attesting signature of Sivaranth Katta Only

Signal to five me this 28th Day of June 2008. Justa & Riscumber



TUESDAY A. NISEWONDER Notary Public In and for the State of Ohio My Commission Expires November 1, 2011

## SPECIFICATIONS:

Structural Work	:	RCC framed structure with light weight table moulded brick or fly ash brick masonry walls and coment plastering		
Flooring	:	Vitrified tiles for living room, dining hall, all bedrooms, balconies & kitchen, wooden flooring in M.Bedroom, Designer ceramic tiles in all toilets. granite / marble / natural stone flooring in all staircase & landings		
Doors	:	All door frames in Teak wood. austhetically well designed main door shutter, flush shutters for all other doors.		
Windows	; .	All windows in UPVC reinforced with steel or powder coated aluminum windows.		
Wall Finishes	:	All internal walls with smooth finish and painted with plastic emulsion paint.  External wall with mixture of textured finish and good quality exterior paint  All toilets with glazed ceramic tiles dado up to 7ft. height.		
Ceiling	:	RCC slab with smooth finish and painted with plastic emulsion paint		
Kitchen Finishes	• [	Granite slab platform with stainless steel sink. Ceramic tile dado above the counter. Provision for exhaust fan in the kitchen and provision for suitable number of electrical points for kitchen Appliances.		
Electrical	:	Concealed piping with copper wires of finolex or its equivalent and modular switches with adequate points for power and lighting.  Television and telephone points in living room and bed rooms.		
Bathroom Fittings	:	CP fitting of standard company like jaquar or its equivalent. EWC with flush tank, wash basin, etc. of Hindware or equivalent make.		
Water supply	;	Overhead water tank for each block		
Lifts	:	Goods and passenger lifts of international make for all blocks.		

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## PHOTOGRAPHS AND FINGERPRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908. NAME & PERMANENT FINGER PRINT PASSPORT SIZE POSTAL ADDRESS OF SI.No. IN BLACK INK ILEFT PHOTOGRAPH BLACK & WHITE PRESENTANT / SELLER / THUMB) BUYER Smt. K. ANURADHA N/C K. V. REDDY Shratton court P/O 2832 Coorberville OH - 45458 presently in India @ A2O Flut 203. Southagga ascade, Baugnatules HYDGEABAD. A.P. (India) K. SIVA KANTH S/o KIVIREDDY R/o 2832 Stralton Court OH-45458 USA Centreville P. Mahander Reddy S/o Late P. Raji Raid Flot No. 310, Teja Block My Home Navadweepa apte Madhagus, Muzdersbed P. Streeniras Raddy S/o late P. Raji Resoly Flat No. 310, Teja Block My Home Namaducepa apts Mredhapus, Hyderasian.

SIGNATURE OR WITNESSES :

1. Visar Rath

2. Bross

1 Anwadha Katta

2 Sin Frette

SIGNATURE OF THE EXECUTANT'S

3. P. Wahender Heady A.

## Photographs and FingerPrints As per Section 32A of Registration Act 1908

C.S.No./Year: 2784/2008 of SRO: 1525(SRO GANDIPET)

16/07/2008 14:13:37

SINo	Thumb Impression	Photo	Name and A of the Pa		PartySignatur e
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2			(CL) P.SREENIV REDDY FT.NO.3 TEJA BLOCK,M NAWADWHYDI	10,&311 Y HOME ERABAD	P. Jewis H
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## ANNEXURE - 1A

- 1. Description of Building
  - (a) Nature of Roof

R.C.C.

(b) Type of Structure

2. Age of building

3. Total extent of site Ac. 1 = 03.3 sto ((2)20 15 yes)

4. Proposed Builtup Ara About 40,000 st

- 5. Annual Rental Value
- 6. Municipal Taxes per Annum:
- 7. Party's estimate of Market Value of the Building

About 1,2-5

Date: 28th June 2008

Anwadha Katta

SIG. OF THE EXECUTANTS

#### CERTIFICATE

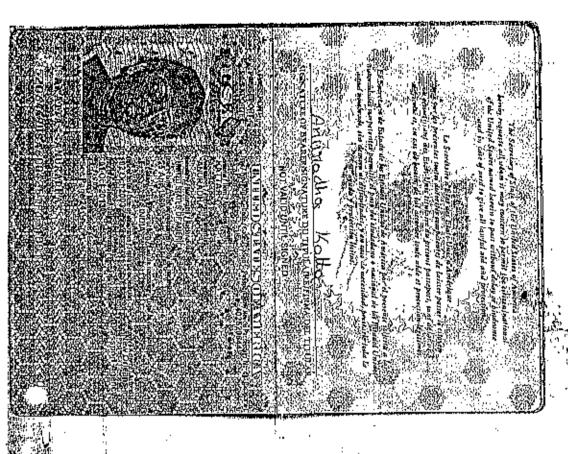
I/We, hereby declare that what is stated above is true and correct to the best of my knowledge and belief.

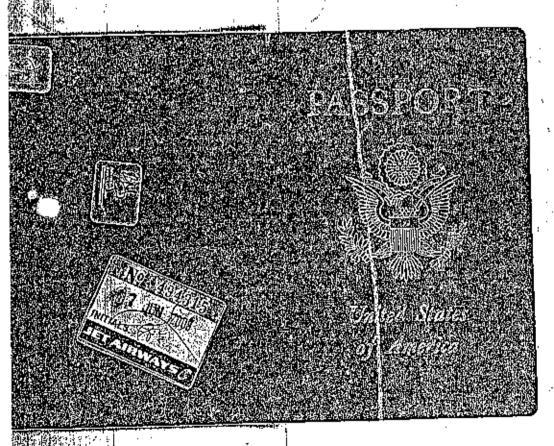
Date: 29t5 June 2008

Anworodha Katta

SIG. OF THE EXECUTANTS

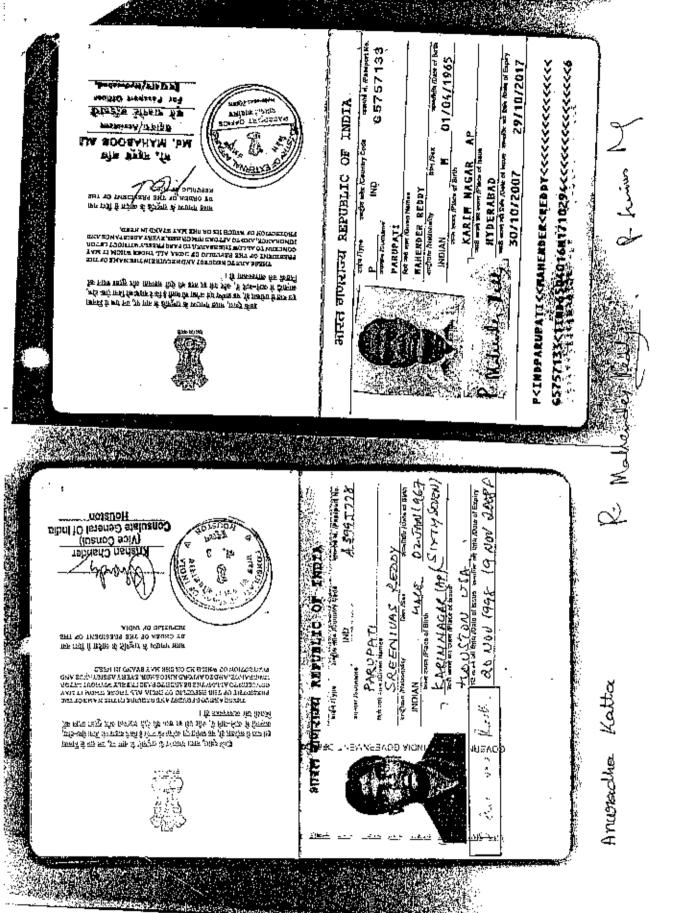
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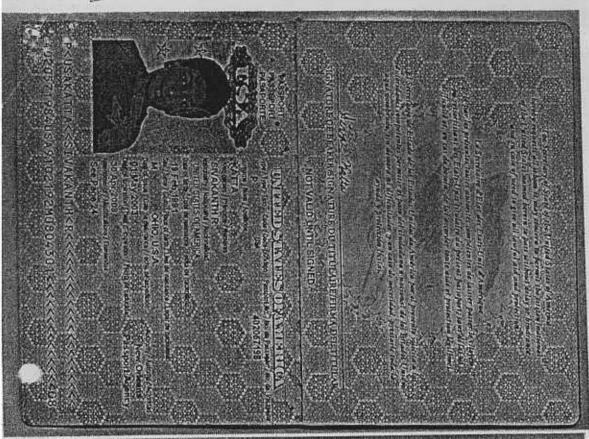


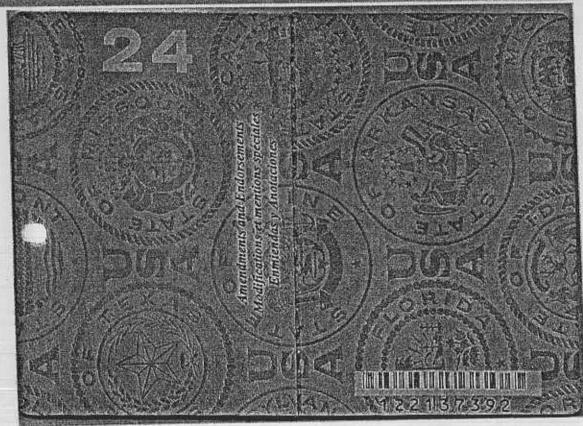


Anustadha Kalta

P. Mahanderheady P. Krisso M







Anwradha Kalta



P. Wahender Leddy.