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- M/s. SRI SAI ESHA BUILDERS, [Pan No. AEBFS1625J], rep. by its Managing Partners:
- Sri. D. SAMBASHIVA RAO S/O. SRI. D. BALAKISHAN, aged about: 48 years, Occ: Business, R/o. H.No. 30-212/3, Rock Hill Colony, old Safilguda, Opp Mersy Model High School, Neredmet, Malkajgiri, Hyderabad-500056. [Aadhaar No. XXXX XXXX 0029],
- SRI. B. VISHAL, S/O. SRI. B. SADANAND, aged about: 26
  Years, Occ: Business, R/o. H.No. 16-140, Flat No. 205, Shashank
  Residency, adj: to Chinmaya High School, Old Mirjalguda, Malkajgiri,
  Hyderabad-500047, [Aadhaar No. XXXX XXXX 3069].

(hereinafter called the 'DEVELOPERS/SECOND PARTY' which expression shall mean and include all its heirs, successors, legal representatives, executors, administrators and assignees etc.,)

Whereas the Owner/First party is the absolute owner and possessor of land, admeasuring 2985 Sq.yds., or 2495.46 Sq.Mtrs., in Survey No. 12/e/e, situated at Pocharam Village and Municipality, Ghatkesar

Mandal, Medchal-Malkajgiri District, having acquired the same through registered Gift Settlement Deed vide doc. No.11017/2019 dated 18-10-2019, at SRO Narapally, from her father Methukupally Bhagwanth Reddy. The said property is more fully described in the schedule hereunder and hereinafter called and referred to as schedule property.

And whereas the Owner/First party desirous to develop the schedule property by constructing apartments in two blocks (BLOCK-A & BLOCK-B) and the DEVELOPERS who are in business of construction of the apartments have accepted the above offer and agreed to undertake for construction of apartments in two blocks (Block-A and Block-B) through the Owner/First party and applied for sanction permission and the Developers by paying requisite fees obtained permission for construction of Cellar + Stilt + Five upper floors in file vide Application No.032130/GHT/R1/U6/HMDA/23122019 from HMDA.

And whereas the FIRST PARTY/OWNER and DEVELOPERS come to understanding on the following terms and conditions to develop the schedule of property according to the sanctioned plan as under;

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Sheet 2 of 13 Sub Registrar 84-1, CS No 2019/2021 & Doct No

Name: Danturi Sambashiva Rao  Malkajgir, Hydorabad, Andhra Pradesh, 500056  Endorsement: Stamp Duty, Tranfer Duty, Registration Fee and User Charges are collected as below in respect of this instrument.  Description of Stamp Chaffan und 41of is Act E-Chaffan Cash Stamp Duty DDIRCT Pay Order Feel Duty Papers und 41of is Act E-Chaffan Cash und 16 of 15 act Pay Order To Stamp Duty 100 0 564000 0 0 0 564  Transfer Duty NA 0 20000 0 0 0 0	SI No	Aadhaa	r Details		KYC Details as re Address:				
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Fee/Duty   Stamp   Challan   E-Challan   Cash   Stamp Duty   DOIBC: Pay Order   To	Desi	cription			in ti	he Form of			
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	User	Charges	NA.	0	500	0	0		50000
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s. 564000/- towards Stamp Duty including T.D under Section 41 of L5. Act, 1899 and Rs. 20000/- towards Registration Fous								0	584600

BUILDERS, EXECUTANT NAME PADMA GIRITED.

BUILDERS, EXECUTANT NAME PADMA GIRITED.

BEANK REFERENCE NO.

3528772163912 PAYMENT MODE CASH-1001138 ATRN 3528772163912 REMITTER NAME: SRI SAI ESHA
BUILDERS, EXECUTANT NAME PADMA GIRITEDDY, CLAIMANT NAME: SRI SAI ESHA BUILDERS.

Signature of Registering Officer

04th day of February, 2021

Narapalli

Note: - Cope Copy / Copies / has have been Register along with the Original Sub-Registrar

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- 1. The FIRST PARTY handed over the schedule property to the DEVELOPER and the DEVELOPER at their exclusive cost shall construct apartments according to the sanction plan (A-Block and B-Block) comprising of 40 flats/units, hereinafter referred to as "THE SAID COMPLEX/BUILDING"
- 2. That the FIRST PARTY/OWNER assures and covenant with the DEVEOPERS as follows:
  - That the FIRST PARTY/OWNER is the sole, and absolute and exclusive owner of the schedule property herein and there are no other person or persons having any right, title, share, claim or interest whatsoever in any manner in the said property.
  - That there are no prior agreements, Court orders, attachments, disputes, or litigations or any tax and or revenue attachments or notices of requisitions or acquisitions from Government or tax or other authorities in respect of the said property or relating thereto.
- That in consideration of the FIRST PARTY/OWNER having granted to the DEVELOREM. The right to the DEVELOPERS of development of the schedule property, the DEVELOPERS of development of the schedule property agree to construct apartments in two blocks on the schedule property with its own funds and deliver 50% of the super built-up area which incl. area which includes all common areas, circulations areas, parking area and balcony areas to the superior of the balcony areas to the FIRST PARTY/OWNER and remaining 50% of the built-up area along with undivided share of land to the extent of 50% of schedule property shall be the exclusive property to the DEVELOPERS with all such rights and both parties shall have the absolute rights to convey their respective shares to any party without making any further references to the other. Though the DEVELOPERS are permitted to deal with the 50% of the super built-up area fallen towards their share while the project is in progress, it has been specifically agreed that there shall be a charge on said 50% of the super built-up area fallen to the share of party of the DEVELOPERS for completion of the entire project and construction required for the same. The DEVELOPERS shall not deliver possession to their purchaser of 50% of the area fallen towards the share unless and until the entire project is completed in all respects.

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- 4. That according to the plan the total built up area in A-Block comes to 29,910Sq.fts and built up area in B-Block comes to 28,850Sq.fts, totally comes to 58,760Sq.fts.
  - a) The both parties divided their proportionate area and A-Block completely allotted towards the share of Owner/First party and B-Block is completely allotted towards the share of Developer /Second party.

The FIRST PARTY/OWNER share is clearly delineated as under;

Total built up area of A-Block admeasuring **29,910 Sq.fts** exclusively allotted towards the share of First party / Owner along with parking areas, which is as under;

FLAT Nos.	BLOCK	FLOOR	AREA/SFT
101	A	1 <sup>st</sup> floor	1575Sq.ft
102	A	1 <sup>st</sup> floor	2832Sq.ft
103	A	1 <sup>st</sup> floor	1575Sq.ft
201	A	2 <sup>nd</sup> floor	1575 Sq.ft
202	A	2 <sup>nd</sup> floor	2832Sq.ft
203	A	2 <sup>nd</sup> floor	1575Sq.ft
301	A	3 <sup>rd</sup> floor	1575 Sq.ft
302	A	3 <sup>rd</sup> floor	2832Sq.ft
303	A	3 <sup>rd</sup> floor	1575Sq.ft
401	A	4 <sup>th</sup> floor	1575 Sq.ft
402	A	4 <sup>th</sup> floor	2832Sq.ft
403	A	4 <sup>th</sup> floor	1575Sq.ft
501	A	5 <sup>th</sup> floor	1575 Sq.ft
502	A	5 <sup>th</sup> floor	2832Sq.ft
503	A	5 <sup>th</sup> floor	1575Sq.ft

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Total built up area of B-Block admeasuring 28,850 Sq.fts exclusively allotted towards the share of Second party / Developers along with parking areas, which is as under;

FLAT Nos.	BLOCK	FLOOR	AREA/SFT
101 102 103 104	B B B	1 <sup>st</sup> floor 1 <sup>st</sup> floor 1 <sup>st</sup> floor	1125 Sq.ft 1125 Sq.ft 1760 Sq.ft 1760 Sq.ft
201 202 203 204	B B B	2 <sup>nd</sup> floor 2 <sup>nd</sup> floor 2 <sup>nd</sup> floor 2 <sup>nd</sup> floor	1125 Sq.ft 1125 Sq.ft 1760 Sq.ft 1760 Sq.ft
301 302 303 304	B B B	3 <sup>rd</sup> floor 3 <sup>rd</sup> floor 3 <sup>rd</sup> floor 3 <sup>rd</sup> floor	1125 Sq.ft 1125 Sq.ft 1760 Sq.ft 1760 Sq.ft
401 402 403 404	B B B	4 <sup>th</sup> floor 4 <sup>th</sup> floor 4 <sup>th</sup> floor 4 <sup>th</sup> floor	1125 Sq.ft 1125 Sq.ft 1760 Sq.ft 1760 Sq.ft
501 502 503 504	B B B	5 <sup>th</sup> floor 5 <sup>th</sup> floor 5 <sup>th</sup> floor 5 <sup>th</sup> floor	1125 Sq.ft 1125 Sq.ft 1760 Sq.ft 1760 Sq.ft

According to the shares the Owner/First party allotted 1060 Sq.ft area excess then the Developer/Second party and Owner/First party shall pay the amounts to the Developer/Second party as per prevailing market value.

5. That the Developer/Second party paid an amount of Rs.50,00,000/(Rupees Fifty Lakhs only) to the Owner/First party towards refundable interest free security deposit. The Owner/First party shall refund the said amount before the delivery of possession towards their share of constructed area.

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- 6. That the FIRST PARTY/OWENR and DEVEOPERS shall share all the amounts in respect of common amenities i.e., Transformer, drainage, water connection from HMWS, Lift and Generator in the ratio of 25:75. 25% shall be borne by the First party and the said calculated amount payable to Second party.
- 7. That the building/complex shall be constructed by the DEVELOPERS within 24 months with a grace period of 6 months from the date of this document. In case the DEVELOPERS fail to construct and fail to deliver 50% share as above mentioned flats to the FIRST PARTY /OWNER even after the grace period, in such case the DEVELOPERS shall pay the damages of Rs.1,00,000/-(Rupees One Lakh only) per month till the date of handing over the possession of 50% share to FIRST PARTY/OWNER.
- 8. That the DEVELOPERS shall construct built-up area falling to the share of FIRST PARTY/OWNERS as per specification as detail in the schedule of specification. The FIRST PARTY/OWENR shall pay the actual cost of any additions or change of specifications.
- 9. That there are no defects in the title of the FIRST PARTY / OWNER if any false claim is made by anybody in such case the same will be resolved jointly by the FIRST PARTY /OWNER and the DEVELOPERS, for which all the expenses incurred shall be borne by the FIRST PARTY/OWNER alone.
- That the name of the building shall be at the discretion of the DEVELOPERS with the mutual consent of the FIRST PARTY / OWNER.
- 11. That the FIRST PARTY / OWNER authorizes and empowers the DEVELOPERS to apply to Transco, Genco for requirement of electricity connection, transformers, to the HMWS & SB for water connection and for the drainage department for drainage connection or to any other Governmental authorities.
- 12. That both parties hereby consent to enter into supplement agreement as and when situation demands namely for the purpose of approving any changes in building plan and allocations between the parties that may be necessitated or for clarification of necessary clauses of this agreement and for meeting any such exigencies, but such supplement agreement shall be in conformity with the spirit of this main agreement.

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- 13. That the FIRST PARTY/OWNER declare that he is the absolute owner/s of the schedule property and no one else has any right, title, claim, interest and demands whatsoever. The schedule property is free from all kinds of encumbrances, mortgages, charges, dues, demands, liens and court attachments. There are no cases pending in the court against the schedule premises. There are no liabilities over the same. There are no subsisting agreements in favour of anyone else in respect of the schedule premises. If any distress is caused to the DEVELOPERS by reasons of prior encumbrances, claims, superior title or defective title of the FIRST PART/OWNERS, any un-discharged liabilities over the schedule premises or for the reasons whatsoever on account of the FIRST PART/OWNERS, they shall indemnify the DEVELOPERS, the losses the DEVELOPERS may sustain.
- 14. That in case of any disputes arising between the parties hereto touching these presents, the matter shall be referred to the Arbitrators one chosen by the each party i.e., one chosen by the FIRST PARTY / OWNER and one chosen by the DEVELOPERS, in case of any difference of opinion between such Arbitrators, they shall nominate a third Arbitrator and their award shall be final and binding on both the parties and the relevant provisions of the Arbitration Act shall apply.
- 15. That the FIRST PARTY / OWNER agreed to use and enjoy all the common amenities in the apartments along with the other owners of the flats.
- 16. That the FIRST PARTY / OWNER hereby agreed to produce the original documents before the concerned authorities as and when required by the DEVELOPERS.
- 17. The DEVELOPERS shall take total responsibility of the construction of the said apartments, during and after the construction if any complications arises with regard to the construction, the DEVELOPERS alone clear up on its own cost and the FIRST PARTY/OWNER is not liable and not responsible for the same.
- 18. That the DEVELOPERS shall be entitled to enter into separate contracts in their own name with building contractors, Architects and other for carrying out the said construction at their risk and costs.

The FIRST PART/OWNERS does/do hereby authorize and empower the DEVELOPERS to do the following acts, deeds and things, in their name/s and on their behalf;

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- To undertake the schedule property and to protect from any litigations and illegal encroachments, by any means. To defend the title of the FIRST PARTY/OWNER in respect of the schedule property, for such purpose to appoint advocates, agents and lawful attorney to initiate necessary legal steps. To sign and execute petitions, affidavits, documents and any other papers those are necessary in connection therewith.
- To develop the schedule property on his behalf in accordance with the plan.
- To obtain power supply and sewerage connection from the authorities concerned duly filing necessary applications and requisite documents with their signature, in their name/s and on their behalf.
- 4. To sell, convey, alienate, transfer and assign the residential flats/units towards their share to the prospective purchasers, for such purpose, to receive sale consideration, issue valid receipts thereto, execute sale deeds in their favour, present the same to the appropriate registering authority for registration, admit execution thereof and to operate every act incidental to complete the registrations.
- 5. To obtain record of evidence from the civil and revenue offices in evidence of their title over the schedule property and necessary permissions, exemptions, clearances, certificates etc., as may be necessary for alienation of the residential flats/units to the extent of 50% of builtup area of their share.
- To apply and obtain permissions, form the competent authorities and to sign all such applications, forms, affidavits or petitions and papers etc., as may be necessary.
- 7. To raise and avail finance by mortgaging schedule property for the purpose of construction from financial institutions, financiers and Bankers to the extent of 50% but without personally making the FIRST PARTY/OWNER liable.
- 8. To make statements, file affidavits, reports in all proceedings before any statutory bodies, including HMDA, MCH, ULC, authority, water works departments, Transco, Genco etc., and obtain necessary sanctioned permission and approvals.
- 9. General to do whatever the DEVELOPERS, as attorney, deems fit and proper except alienation of the residential flats/units other than the flats/units allotted to them to the extent of 50% of their share, with the allotted undivided shares in the land.

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In exercise of the powers conferred herein, every act, deed and thing done and executed by the DEVELOPERS, as attorney, will be deemed and construed as the FIRST PARTY/OWNERS laws/were personally present, done and executed and are conclusively binding on his and his personal representatives.

The expressions "THE LAND OWNERS" and "THE DEVELOPERS" herein above used, not only mean the respective parties of the respective terms, but also shall mean and include their respective heirs, legal representatives, executors, administrators and assignees.

This Development Agreement cum General Power of Attorney deed is executed in Two Copies of the record of PARTY OF FIRST AND SECOND (Original copy with Second Part/Developer, Duplicate copy with First part/Owner).

## SCHEDULE OF LAND TO BE DEVELOPED

All that the land, admeasuring 2985 Sq.yds., or 2495.46 Sq.Mtrs., in Survey No. 12/e/e, situated at Pocharam Village and Municipality, Ghatkesar Mandal, Medchal-Malkajgiri District and bounded as

NORTH

Part of Survey No. 12 belongs to Anantha Reddy

SOUTH EAST :

200' Wide Road. Owners Land.

WEST

Sanskruthi Town Ship Road

IN WITNESS WHEREOF the parties hereinabove have set their signature to this agreement on the date, month and year above mentioned in the presence of the attesting witnesses.

WITNESSES: -

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**DEVELOPERS** 

## **SPECIFICATIONS**

Structure	RCC Framed structure	
SUPER STRUCTURE &	Red Burnt Brick walls in C.M.	
DIASTERING	Two coats of plastering with sponge finish	
MAIN DOOR	Main door frame and shutter B.T teak wood veneer with spray polish with necessary hardware fittings	
OTHER DOORS	Frames- Teak Wood, Shutters – standard made laminated flush doors along with necessary hardware and enamel painted	
WINDOWS	UPVS windows of Aparna make or equivalent with safety grills	
TOILETS	Ceramic tiles cladding upto door height and best quality sanitary fittings, flooring quality anti skid ceramic tiles, both toilets E.W.C and wall mixer with shower and geyser point	
KITCHEN	Cooking platform granite and SS sink with dado in glazed tiles to a height of 3 feet	
ELECTRICAL	Concealed PVC pipes and Fine Cab wiring with necessary light points, fan points, and 5 Amps, 15 Amps plug points modular switchers, etc and A.C. points provision for all bedrooms	
PAINTING	Internal wall Birla putti finish with Tractor emulsion paints and external walls with ACE exterior paints over texture and putti finis	
PLUMBING	Concealed piping or Ashirwad/Astral C-PVS with ISI marked fittings for waterlines and prince PVS for sewerage lines	
WATER SUPPLY	Bore municipal water will be supplied through sump and over head tank	
LIFT	Lifts of 6 passengers capacity of standard make with S.S. cabin (One lift in A-Block and One Lift in B-Block) of brand OTIS or equivalent	
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FLOORING	Vitrified Tiles 2' x 2' for range Rs.50/- per Sq.ft
ELEVATION	As per finalized elevation
GENERATOR	Back up power through Generator for Lift, Bore Motor and common area lighting for 2 Blocks (each block will be provided with one generator, one sump, one over head tank and one Transformer)
CEMENT	53 grade cement for RCC structure of brand Ramco Super Grade/Chattinad/Maha Gold/Ultra-Tech or equivalent
	43 grade cement for brick work and plastering of brand Ramco Super Grade/Chattinad/Maha Gold/ Ultra-Tech or equivalent
STEEL	Mild Steel of brand Sarvotham/ Zindal

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## **ANNEXURE-1-A**

1. Description of the Building : The land, admeasuring 2985 Sq.yds., or 2495.46 Sq.Mtrs., in Survey No. 12/e/e, situated at Pocharam Village and Municipality, Ghatkesar Mandal, Medchal-Malkajgirl District

(a) Nature of Roof : R.C.C

(b)Type of Structure : Framed Structure

(c) Age of building : Proposed

(d)Built up area Proposed

Cellar : 11752 Sft., Stilt Floor : 11752 Sft.,

First Floor to Fifth Floors : A Block-5982 Sft.,

B Block-5770 Sft.,

Total area : 58760 Sft.,

Estimated value of the property : Rs.5,64,10,000/-

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SIGNATURE OF THE EXECUTANTS

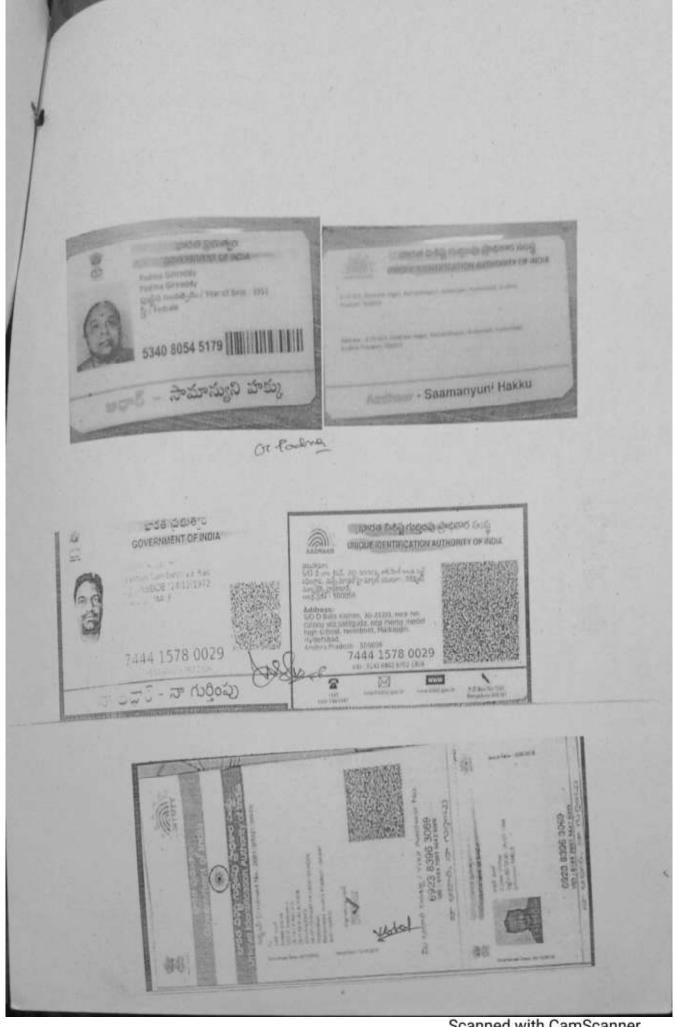
## CERTIFICATE

We do hereby declare that what is stated above is true to the best of our knowledge and belief.

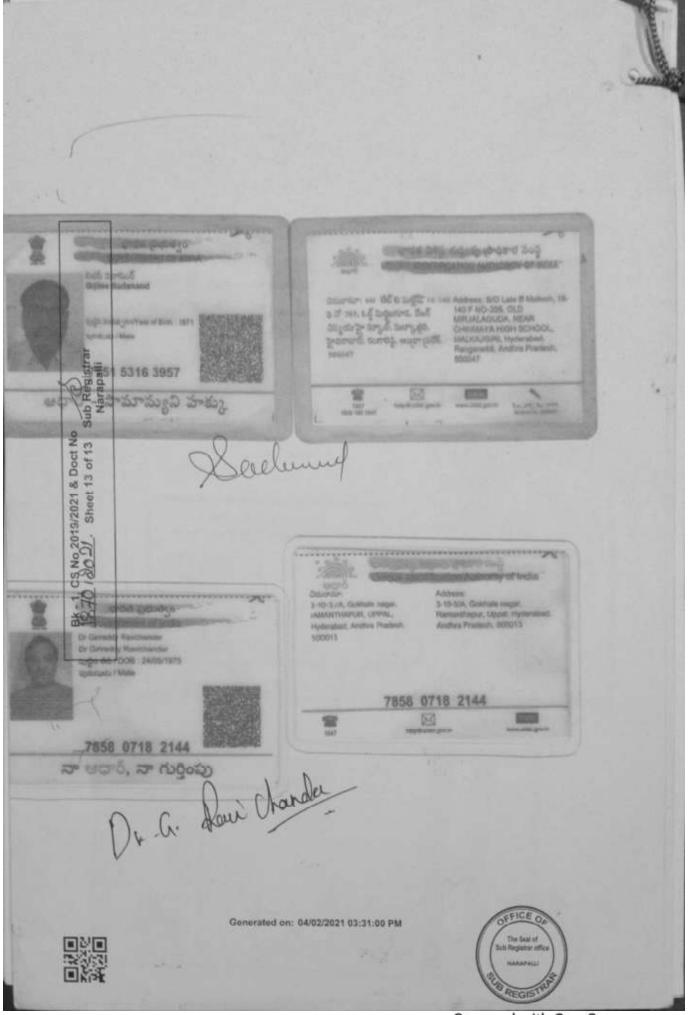
Gr. Padua

SIGNATURE OF THE EXECUTANTS

SIGNATURE OF THE CLAIMANTS



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