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LICENCED STAMP VEND PtL, No. 2013, R.No. 03/2019

H.No. 4-1-112, Near Head Post Office

DEED OF DEVELOPMENT AGREEMENT CUM GENERAL POWER OF ATTORNEY

Stamp Value 100/-

This Deed of Development Agreement cum General Power of Attorney is made and executed on this 18 th day of December, 2019 by and between :-

5/08 HOTA

BOORA alias BURA ANASUYA alias ANASURYA, W/O. YELLAIAH, Age: 55 Years, Occ. House wife, R/o. H.No: 1-54, Gannervaram Village & Mandal, Dist: Karimnagar. Aadhar Card No: 7209 3383 3452.

(Hereinafter called the "LAND OWNER(S) / FIRST PARTY" which term shall mean and include all her/his/their heirs, executors, administrators, legal representatives nominees and assignees etc.)

copy de

Presentation Endorsement:

on the 18th day of DEC, 2019 by Sri B Anasuya



E. VELLEDNI I DANISCOTE CONTO DI COLORIGIA 2

S. YELLAIAH B/O RAMAJAH RJO HNO, 1-64

GANNERUVARAN KARIMNAGAR

T. CHANDRA SHEKAR

S/O RAJESHAM AND HND 10:3491 KARIMNAGAR

18th day of December, 2019

Signature of Joint BubRogistrar1 Karlmnagar (R.O)

5) No	Aadhaar Details	Address:	Photo
1	Aadheer No: XXXXXXXX3452 Name: Boora Anasusya	W/O Yellaish, Gennerveram, Karimnager, Telengana, 505530	0
2	Aadhaar No: XXXXXXXX2096 Name: Gadden Hari Kishan	S/O Gaddem Lingaish, Karimnagar, Karimnagar, Telangana, 505001	隐

Generalist on: 18/12/2019 05:09/5



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AND

M/s. VAISHNAVI CONSTRUCTIONS, KNR. (Regd. No. 572 of 2019) Rep.by its Managing Partners:

 Sri. GADDAM HARI KISHAN, S/o. LATE LINGAIAH, Age 50 Years, Occ: Business, R/o.H.No: 9-1-141/2, Bhagath Nagar, Near Sub-Station, Karimnagar, Aadhar No: 5001 7985 2096, PAN No: AEWPG1457M.
 Cell No: 94400 86900.

2)Sri. NARRA JAYASENA REDDY, S/o. NARASIMHA REDDY, Age 64 Years, Occ. Business, R/o.H.No: 9-1-127/17, Bhagath Nagar, Karimnagar. Aadhar No: 9351 5690 0689, PAN No: ACCPN2115M.

(Hereinafter called the DEVELOPER(S)/SECOND PARTY) which expression shall unless repugnant to the context or mean and include its/his/her/ their/ legal heirs, executors, administrators and assignees.

Originally the First Party is the absolute owner and peaceful possessor of open plots Nos: **35 and 36** total to an extent of **621.63** Sq.Yards, in Sy.Nos: **436 and 437**, situated at Laxminagar locality of Karimnagar City.

Whereas the Land Owner i.e., Boora Anasuya, W/o. Yellaiah, R/o. Ganneruvaram has purchased the Open Plot No: 35, to an extent of 341.63 Sq.Yards or 286.96 Sq.Meters., in Sy.No: 437, situated at Laxminagar locality of Karimnagar Proper from Ponnam Ramaiah alias Ramulu, S/o. Chandraiah, R/o. Karimnagar, through a Regd. Sale Deed vide Doct.No: 634/2001, Regd.on: 31-01-2001, at Sub-Registration Office, Karimnagar.

Subsequently Bura Anasuya, W/o. Yellaiah, R/o. Ganneruvaram has also purchased another the Open Plot No: 36, to an extent of 280.00 Sq.Yards or 235.2 Sq.Meters,—in Sy.No: 436 and 437 (which form a compact block), situated at Laxminagar locality of Karimnagar Proper from 1) Ponnam Ramaiah alias Ramulu, S/o. Chandraiah, R/o. Karimnagar, 2) Ponnam Amerender Babu, S/o. Ponnam Ramaiah alias Ramulu, R/o. Karimnagar, 3) Ponnam Sridhar, S/o. Ponnam Ramaiah alias Ramulu, R/o. Karimnagar, through a Regd. Sale Deed vide Doct.No: 1339/2001, Regd.on: 05-03-2001, at Sub-Registration Office, Karimnagar.

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Andheer Details SI No

E-KYC Details as received from UIDAI: Address:

Photo

Andhaar No: XXXXXXXX0689 3

Name: Narra Jayaseria Reddy

SO Narasimha Reddy. Karimnager, Karlm Nager, Andhra Pradesh, 605001

Endorsement: Stamp Buty, Transer Duty, Registration Foe and User Charges are collected as below in respect of this instrument,

	CONTRACTOR OF TAXABLE						F 10
Description	In the Form of						
of FoolDuty	Stamp Papers	Challan u/8 41of 15 Act	E-Challan	Cash	Stamp Duty u/5 16 of 15 ect	Pay Order	Total
Stamp Duty	100	0	185500	0	0	0	185600
Transfer Duty	NA.		0	0	0	. 0	0
Reg. Fee	NA.	0	20000	Ū	0	9	20000
User Charges	NA	0	200	.0	0	.0	200
Total	100	0	205700	0	0	Ū	205800

Rs. 185500/- towards Stamp Duty including T.D under Section 41 of LS. Act, 1899 and Rs. 20003/- lowards Registration Flace on the chargeonic value of Rs. 18533000/- was paid by the party through E-Charlen/YC/Pay Order No .250925181219 dated .18-DEC-19 of .SSIN/

Online Payment Details Received from SBI u-P

(1). AMOUNT PAID: Rs. 2007004, DATE: 18-DEC-19, BANK NAME: SBIN, BRANCH NAME: , SANK REFERENCE NO: 9590453559463, PAYMENT MODE: CASH-1000200, ATRN: 9598463569463, REWITTER NAME: HARI KISHAN, EXECUTANT NAME: ANASURYA, CLAMANT NAME: VAISHNAVI CONSTRUCTIONS)

Sahfledig Karimnagar

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Doct No

CS No 14674/2019 &

18th day of December, 2019

Signature of Registering Officer Kacimnagar (R.O)

Registered as No. 1419 1 of 2019 of Book-1

18th days of December

Agrihayani-

SIGNATURE OF THE REGISTERING OFFICE







And due to paucity of funds /her interest to develop schedule property decided to handed over the same to the 2nd party for Development which is a partnership firm carrying the business of construction of multistoried residential apartment.

WHEREAS the Second party has accepted the above offer from the First party and agreed to undertake the construction of a residential complex over the schedule property by investing its funds and under its care and supervision and now it is agreed between them as follows.

WHEREAS the parties of First party decided to develop the property into a multistoried residential complex named as "VAISHNAVI RESIDENCY" and now decided to hand over the same to the Second party for Development.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

- The Second Party shall prepare a comprehensive plan for the construction of the residential complex to be constructed by it over the schedule property and shall submit the plans along with necessary application forms and papers to the Municipal Authorities or any other concerned authorities and get them sanctioned.
- The Second party shall bear all expenses for preparation of the said plan and pay the necessary fees to the Municipal and other concerned Authorities, except L.R.S amount.
- 3. The Second party shall with its own funds construct and deliver 40 % of the total Constructed area to the First party in all Floors and the remaining 60 % of the total Constructed area will be to the Second party and as such the Second party has a right to alienate the same to prospective purchasers.
- 4. The First Party can also appoint / engage a Supervisor / Architect to inspect the quality and work of the Construction Activity from time to time. The First party shall not be entitled to interfere in the construction in any manner or obstruct the Second party in connection or take any decision, enter into commitments etc., and is also specifically precluded from entering into any agreement of sale or otherwise any person or body whatsoever except to the extent of their share.

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- 5. The First party hereby agreed and undertake not to sell, deal with dispose or alienate or otherwise enter into agreements, in respect of the property of Second party with any person or persons or act in any manner inconsistent with or prejudicial to or in contravention of the Agreement or declaration made by the owners.
- 6. The Second party shall take total responsibility of the said complex and discharges of the loans and charges and the First party shall not be made responsible for or liable or for defects of the Second party. The Second party shall obtain all clearance from the concerned authorities as per existing regulation at every stage of construction and furnish copy to the First Party.

The First party hereby assures and covenants with the Second party as follows:-

- That the Pirst Party/Land Owners are the sole, absolute and exclusive owners
 of the schedule property, there is no other person or persons having any
 manner of right, title, share claims or interest in the said property and there
 are no prior Agreements, court orders attachments, disputes or litigation of
 any sort and or revenue attachments, disputes or litigation or any tax and or
 notice of requisitions from governments or tax or other authorities in respect
 of the said property or relating thereto.
- The entire cost of the construction of the residential complex till it is completed and all costs of proceeding in relation to the proposed construction shall be borne by the second party only and the First party shall have nothing to do with the same.
 - 3. The First Party hereby authorize the Second party to procure the customers for flats and garage and other spaces and to enter into Agreement of Sale with such customers, collect advances and to issue valid receipts to such purchasers of flats in respect of their share.
- 4. After completion of the said Residential complex the Second party shall deliver the possession of the agreed area to the First Party for which the First Party is entitled to sell/alienate under this agreement and Second party shall retain either during the construction or after the completion of the construction, shall be entitled to enter into the agreement of sale and obtain advances from the customers on the sale of constructed area and other spaces falling to the share of the Second party.

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- 5. The Second party shall complete the construction of the proposed building within 24 months from the date of final approved plan from the Karimnagar Municipal Corporation and six months grace period provided to the Second party to gave physical possession of all flats by providing all amenities and colours also.
- 6. The First party shall not be held responsible for any defects in construction and Second party shall be responsible for such defects and shall be answerable to the First Party and their perspective purchasers. In case of any defect in construction the Second party shall compensate the loss caused. If the Second party fails to comply with the above condition the First party is at liberty to approach the judicial form.

The First party hereby appoint, retain, nominate and constitute the Second Party as his/her/their lawful attorney in respect of area entitled by Second Party along with proportionate undivided share of land and to do the following acts, deeds and things in his/her/their names and on his/her/their behalf.

- a) To enter into an agreement of Sale in respect of area entitled by Second party with intending purchasers and to receive the sale consideration, acknowledge the receipt of the earnest money and pass valid receipts for payments received.
- b) To sell the schedule property as in full or part in respect of area entitled by Second party in favour of the prospective purchasers, and to execute registered sale deeds on his/her/their behalf.
- c) To apply and obtain sanctioned plans and permissions etc., from the Municipal Authorities etc., Municipality for the construction of Multi Storied building and the other structures on the schedule property and to sign all such applications, forms, affidavits/ petitions and papers as may be necessary.

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- d) To make statement, file affidavit, reports in all proceedings before any statutory authority, D.T. C.P., Municipality, water works department, AP/TS TRANSCO and obtain necessary sanctioned permissions and approvals.
- e) To institute, Sign, file suits, petitions, appeals, writs or any other legal proceedings in respect of the schedule property and to defend the principles in all courts, quasi judicial authorities, civil or criminal or in the High Court of Andhra Pradesh/Telangana or in the supreme court of India and to sign and verify all applications, affidavits, appeals, plaints, petitions, vakalats etc., from time to time and to give evidence in any court of law on behalf of the principles and to effect compromise in all such legal proceedings.
- f) To appoint such advocates of our attorney choice and to fix remunerations as our attorney deems fit.
- g) To appoint or engage such architects, contractors, engineers, labours for the construction of the said building.
- h) To advertise the project for sale in such a manner as may our attorney shall feel necessary and to solicit such customers for the purpose of selling the flats.
- To handover peaceful and vacant possession to the prospective purchasers of the flats.
- To represent before the competent Authority, urban land ceiling and if necessary obtain permission to sell the above said property in favour of prospective purchasers.
- k) To represent before the State or Central Government Authorities, and obtain necessary permissions to sell the above said property.
- To do all acts and things as may be incidental or necessary to do for transfer of the above said property as per the share to the prospective purchasers as fully and effectively in all respects.
- 7. The First party authorizes/ empower the Second party to do the following:
 - a) To sign and submit Applications, petitions, appeals letters, etc., to obtain requisite permissions, sanctions and clearances as may be needed to develop the said property from M.C.K./M.C.H. Authorities and Government and Semi Government Organizations and concerned authorities.

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Karimnagar (R.O)

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- b) To apply to AP/TS TRANSCO for requirements of Electricity Connection Transformers, to the water works Department for Water Connections, to the Drainage Department for Drainage Connection and Fire Dept., or to any government authority.
- c) To sign the mortgage/housing loan papers required for any loans on the schedule property before the construction or during the construction for the prospective purchasers or the Second party.
- d) That the Second party is entitled to sell away his/her/their entitlement including the undivided share of land at his/her/their will by acting the agent of First party and the First party also entitled to sell away their entitlement without the consent of second party.
- 8. Both the parties hereby agree to enter into Supplemental Agreement in the event of such contingency existing for incorporation or clarification of necessary clauses of this agreement or to meet the needs of the time, but such supplemental agreement shall be in conformity with the spirit of this main agreement.
- It is agreed by both the parties that till the project is completed and respective flats sold out both parties will be in joint possession of the schedule property.
- (a) It is agreed by both parties that the permission will apply in the name of First Party with the expenditure of Second party and both parties are agreed that at the time of issuing of permission for construction of Apartment will abide the rules of concern authority without any objection.
- 10. The First party declare that they are the absolute owners of the schedule property and that is free from all encumbrances, attachments, disputes and claims of their parties and they have full and absolute right to convey and transfer the same to the extent of their shares as afore mentioned, if the work is held up due to any defects, disputes, claims of title deeds then the time period will be automatically extended till such matters were resolved/settled.
- Any profits by such construction shall be entirely to the benefit of the Second party share, the First party shall have no claim thereon, the First party shall not call into question, any account or expenditure or other sums, spent for building purpose.

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- The Second party only hereby agreed to pay the total amount per all Flats deposit, like Transformers, Water supply and sewerage connection charges A.P/T.S. Transco cable wires and panel boards etc.,
- That the Second party has to obtain permission to construct stilt and 5
 upper floors apartment from the MCK/MCH Authorities and Govt, and SemiGovt. organizations.
- 14. In case of any disputes arises between the parties hereto touching these the matter shall be referred to hereto touching these presents the matter shall be referred to Arbitrators one choosen by each party and in case of any difference opinion between such arbitrators, they shall nominate a common umpire and their award shall be final and binding on both the parties and the relevant provisions of the Arbitration Act shall apply.
- 15. The First party hereby agreed to join the member of the society to be formed by all the flat owners of the building complex, and shall abide the rules and bye laws of the society.
- The First party agreed to use and enjoy all the common amenities in the building complex along with the other owners of the flat,
- 17.In Stilt 40 % share of Car Parking for First party & remaining 60 % share of Car Parking for Second party.
- 18. The terrace rights will be in the ratio of 40% to First party and 60% to the Second party.
- 19. The Second party shall be entitled to enter into separate contracts in his/her/their name(s) with building contractors, architects and other for carrying out the said construction at his/her/their risk and cost.
- 20. The Second party generally to act as the Attorney or Agent of the First party in respect of the schedule property in relation to the matter aforesaid and to execute and do all deeds, acts and things in relation to the said property as full and effectually in all respect as the First Party herself/themselves would do if personally present.

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21. The First party for himself/herself/themselves heirs, executors, successors, legal representative administrators and assignees hereby RATIFY AND CONFIRM and AGREE TO RATIFY AND CONFIRM all the acts, deeds and things lawfully done by the said ATTORNEY namely the SEOND PARTY/DEVELOPER herein pursuance of these presents.

SCHEDULE - "A"

Open plots Nos: 35 and 36 total to an extent of 621.63 Sq.Yards, or 522.16 Sq.mtrs., in Sy.Nos: 436 and 437, situated at Laxminagar locality of Karimnagar City, within the limits of Municipal Corporation Karimnagar, and under the jurisdiction of Sub-District Registration and District Registration Office, Karimnagar. (Near H. No. 8-5-432/2/E1).

Bounded By one compact block:

East :

Plot No. 37 of Deekonda Vijayalaxmi.

West:

Open plot No. 34 50 feet wide road.

North: South:

Land of Nandala Rajesham and Brothers.

SCHEDULE OF PROPERTY-"B"

Owner's entitlement:

All the part and parcel of 40 % undivided share of land in the schedule-"A" property and 40 % share in the built up area.

If the proportionate development area exceeds in the owner's entitlement the cost for that excess development the land owners will pay such cost for the excess area retained by them to the Developer.

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SCHEDULE OF PROPERTY - "C"

Developer's entitlement:

All the part and parcel of 60 % undivided share of land in the schedule-"A" property and 60 % share in built up area.

If the proportionate development area exceeds in the devoloper's entitlement the cost for that excess development the devolopers will pay such cost for the excess area retained by them to the land owners.

SPECIFICATIONS

Foundation - R.C.C. framed structure.

Walls
 In brick with Cement mortar.

Plastering - Sponge finishing in cement mortar.

4. Main Doors – M.T.Wood framed Teak door with

Fittings.

5.Doors - M.T. Wood framed flush doors with

Good quality fitting and enamel paint

finish.

6.Windows _ U.P.V.C. windows.

7.Flooring - Vitrified tiles flooring in Hall & Bed

rooms, Ceramic tiles flooring Common area, Kitchen, Bath rooms, Balconies and

any other places.

8. Toilets - Ceramic tiled flooring, glazed wall tiles

up to 5' height with one white wash basin

and one w.e/w.c. with good quality

fittings.

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9. Kitchen

One side Granite stone platform with built sink and glaze tiles upto 2feet height above the plat form and provisions for exhaust fan . Tap connection will be provided for the sink.

10. Painting

Cement based paint for exterior walls and oil bound distemper for interior wall.

Electrical

Concealed wiring shall be done to the

12. Water

Borewell water to water tank and one additional 'storage tank connection. Municipal water connection from a separate tank. Underground water tanks for borewell water and municipal water separately provisions for rain water pit.

12. Lift 13.Generator

6 passengers capacity lift of standard make.
- Stand by Generator of Operate Lift Lobby
Lights.

The estimated cost of the proposed construction [15,444 sft X 1,200/-] (including car parking Common Area) value is Rs. 1,85,32,800/-, Deficit stamp duty of Rs. 1,85,500/-, Registration Fee of Rs. 20,000/-, User charges Rs. 200/-, Total Amount of Rs.2,05,700/-, is paid through E-Challan No. 250025181219, Dated:18-12-2019.

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In Witnesses whereof the parties herein Sign in this Deed of Development Agreement Cum GPA on the above mentioned date and year in the presence of the following witnesses.

WITNESSES:

1. Bargahi

SIGN.OF FIRST PARTY

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2. T. Charolon Shelen

SIGN OF SECOND PARTY

1 - Har C

2 N. Israholy

M/s. VAISHNAVI CONSTRUCTIONS, KNR.

Drafted by after taking the information from above said parties

B. SAMMAIAH, Kartmangar BR-1, CS No 14674/3119 & Doc: No











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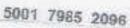
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SIGN OF FIRST PARTY

SIGN OF SECOND PARTY 1 - Worl

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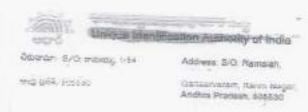


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WITNESSES:1B. Blefath_
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SIGN OF FIRST PARTY

SIGN OF SECOND POLY

M/s Vaishnaut Construction.





