

डिए०गण्ड तेलंगाना TELANGANA 35824वार 1108/2019 101001 to Y. Reddappa Roddy 010. W/o Late: Y. Gargi Rectly When MISIR R Builden & Davelopons

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G. HARA GOPAL LICENSED STAMP VENDOR L.No. 15-26-001/1992 RL No. 15-25-009/2019 H.No: EWS-144, Kamala Nagar, Kapra, ECIL (P), M.M. Dist-500 062, Cell: 9440094852

# DEVELOPMENT AGREEMENT CUM GENERAL POWER OF ATTORNEY

This DEVELOPMENT AGREEMENT CUM GENERAL POWER OF ATTORNEY is made and executed on this the 26<sup>th</sup> day of AUGUST 2019, at S.R.O. KAPRA, Medchal-Malkajgiri District, by and between:

SMT. BONTHA PADMA W/O. SRI. B. PEDDULU, aged about 52 years, Occupation: Housewife, R/o: H.No.3-7-101, Ashok Nagar, Mallapur, Hyderabad – 500 062.

Hereinafter referred to as the "OWNER/FIRST PARTY" of the ONE PART

#### AND

M/S. R.R. BUILDERS AND DEVELOPERS, Represented By Proprietor- (PAN No. AAPPY2493J):- SRI. Y. REDDAPPA REDDY S/O. LATE. SRI. Y. GANGI REDDY, aged about 59 years, Occupation: Business, R/o Plot No.11-A, Laxmipuram Colony, ECIL Post, Kapra, Medchal-Malkgjri District-500062, Mobile No.9989027747.

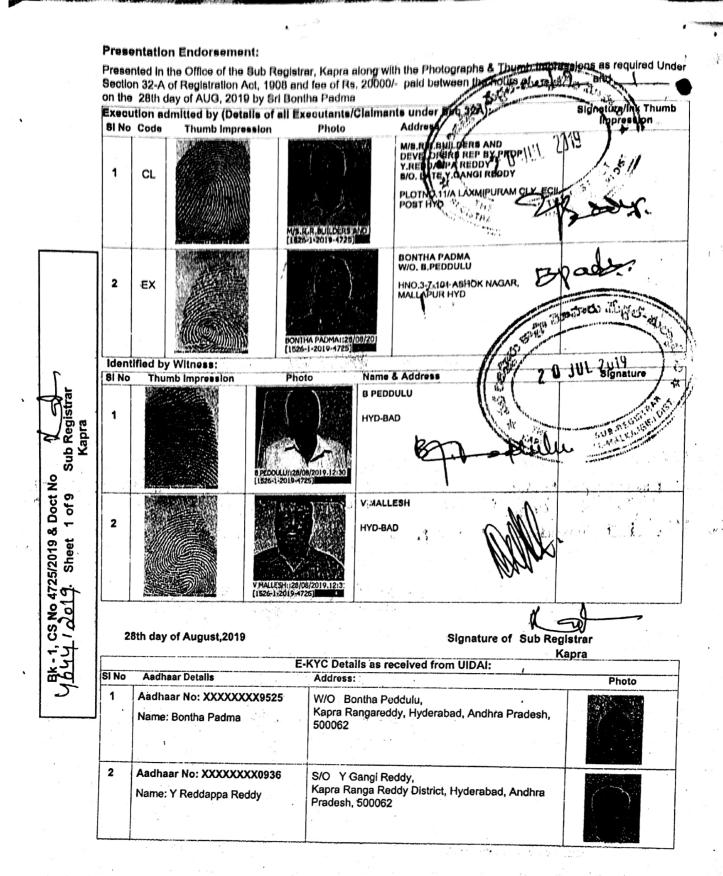
Hereinafter referred to as the "DEVELOPER/SECOND PARTY" of the OTHER PART

Both the terms "OWNER/FIRST PARTY" and "DEVELOPER/SECOND PARTY" shall mean and include whenever and wherever the context may so required their respective legal heirs, legal representatives, agents, executors, administrators, nominees, assignees, etc.,

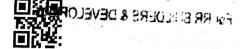
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For RR BUILDERS & DEVELOPERS

**PROPRIETOR** Scanned by CamScanner



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BT PARTY is the sole and absolute ow

- 2 to make the contract

WHEREAS the OWNER/FIRST PARTY is the sole and absolute owner and peaceful possessor of the Open Plot bearing No.01, in Survey No.43, admeasuring area 691.00 Sq.Yds., equivalent to 577.67 Sq.Mtrs, Situated in SAI SUMA ENCLAVE, YELLAREDDYGUDA VILLAGE, KAPRA, under GHMC, Kapra Circle and Mandal, Medchal-Malkajgiri District, erstwhile Keesara Mandal, Ranga Reddy District, having purchased from Smt. Madduri Eshwaramma W/o. Late. Malla Reddy and 9 others (Repted by their G.P.A. holder Smt. Nareddy Sumathi W/o. N. Keshava Reddy, vide Registered G.P.A. Doct. No.2500/2014, dt:10/07/2014, Regd. At S.R.O. Kapra, Ranga Reddy District), by virtue of Registered Sale Deed vide document No.2827/2014, of Book-I, dt:13/08/2014, Registered at Kapra, Ranga Reddy District.

WHEREAS the Party of the OWNER/FIRST PARTY desired and agreed to give the said property for Development and invited the Party of the DEVELOPER/SECOND PARTY who agreed to develop the same for construction of Multi storied Residential Building over the said property on following terms and conditions as mutually agreed upon;

# NOW THIS DEVELOPMENT AGREEMENT CUM GPA WITNESSETH AS FOLLOWS:

- 1) That the parties of the DEVELOPER/SECOND PARTY shall undertake to develop the said property by constructing Multi-Storied Residential Building thereon with his/her/their own funds by obtaining approval/ sanction/LRS for the proposed building construction plan from the concerned authorities.
- 2) That the DEVELOPER/SECOND PARTY had agreed to pay a sum of Rs.30,00,000/-(Rupees Thirty Lakhs Only) to the OWNER/FIRST PARTY as Security Deposit paid as follows:- 1) Rs.10,00,000/- (Rupees Ten Lakhs Only) paid by way of Cheque vide bearing No.000071, dt:28/08/2019, drawn on Andhra Bank, Dr. A. S Rao Nagar Branch, Hyderabad, 2) Rs.5,00,000/- (Rupees Five Lakhs Only) paid by way of Cash and remaining balance amount Rs.15,00,000/- (Rupees Fifteen Lakhs Only) will be paid after obtaining the GHMC permission which amount shall be interest free and shall be returned to the Party of the DEVELOPER/SECOND PARTY on completion of construction work at the time of completion of each slat along with Brick work in equal 5 installments handing over the possession of 41.82% construct area allotted to the Party of the OWNER/FIRST PARTY.
- 3) The DEVELOPER/SECOND PARTY had agreed to construct the whole project entirely with his/her/their own funds and undertake to complete the project within 18 Months from the date of obtaining GHMC Permission. It is mutually agreed that after completion of the project DEVELOPER/SECOND PARTY had agree to allot to the OWNER/FIRST PARTY 41.82% of the proportionate to the total area of the Land (of the First Party), any case if there is any untoward problem arise in construction or in any other manner the OWNER/FIRST PARTY is not liable for any loss or damages and any the OWNER/FIRST PARTY is not liable for the purchasers, material suppliers, laborers and any other related persons or organizations.

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Endorsement: Stamp Duty, Tranfer Duty, Registration Fee and User Charges are collected as below in respect of this Instrument.

Description	In the Form of							
of Fee/Duty	Stamp Papers	Challan u/S 41of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	Total	
Stamp Duty	100	0	155340	0	0	0	155440	
Transfer Duty	NA	0	0	0	0	0	0	
Reg. Fee	NA	C	20000	0	0	0	20000	
User Charges	NA .	0	100	0	0	0	100	
Total	100	0	175440	0	0	0	175540	

Rs. 155340/- towards Stamp Duty including T.D.under Section 41 of I.S. Act, 1899 and Rs. 20000/- towards Registration Fees on the chargeable value of Rs. 15544500/- was paid by the party through E-Challan/BC/Pay Order No ,549HFT260819 dated ,26-AUG-19 of ,UCBA/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 175440/-, DATE: 26-AUG-19, BANK NAME: UCBA, BRANCH NAME: , BANK REFERENCE NO: 5564558145917, PAYMENT MODE:NB-103020C,ATRN:5564558145917,REMITTER NAME: R R BUILDERS AND DEVELOPERS, EXECUTANT NAME: BONTHA PADMA, CLAIMANT NAME: R R BUILDERS AND DEVELOPERS)

Date:

**Sub Registral** 

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Sheet

4725/2019 & Doct No

Signature of Registering Officer Kapra

28th day of August, 2019

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A supplementary Development agreement stating the Total number of Flats, Sq.Feet of construction area, floors, location of Flats, Specifications and any other relevant matter will be written and which is mutually agreeable by both the Parties. The Supplementary Development Agreement copy will be registered after obtaining permission from concerned authorities.

# FLATS ALLOTTED TO LAND OWNER

SI.No.	Flat No.	Plinth area of Sft.,	Undivided Share of land
1	201	1425.00	54.00 Sq.Yds
2	202	1095.00	42.00 Sq.Yds
3	203	1095.00	42.00 Sq.Yds
4	301	1425.00	54.00Sq.Yds
5	303	1095.00	42.00 Sq.Yds
6	501	1425.00	54.00 Sq.Yds

# FLATS ALLOTTED TO DEVELOPER

SI.No.	Flat No.	Plinth area of Sft.,	Undivided Share of land	
1	101	1425.00	54.00 Sq.Yds	
2	102	1095.00	42.00 Sq.Yds	
3.	103	1095.00	42.00 Sq.Yds	
4.	302	1095.00	42.00 Sq.Yds	
5.	401	1425.00	54.00 Sq.Yds	
6.	402	1095.00	42.00 Sq.Yds	
7.	403	1095.00	42.00 Sq.Yds	
8.	502	1095.00	42.00 Sq.Yds	
9.	503	1095.00	42.00 Sq.Yds	

- 4) The DEVELOPER/SECOND PARTY shall at his/ner/their own costs, prepare proposed building plans, apply and obtain sanction or approval for Cellar, Stilt + and 5 upper Floors from the concerned Municipal authority by paying necessary charges, fee etc., for such approvals.
- 5) That the Party of the OWNER/FIRST PARTY shall be entitled to 41.82% of the constructed area proportionate to the Land Lord area as per the Construction of the Residential Building towards the cost of the Land.
- 6) Similarly the DEVELOPER/SECOND PARTY shall be entitled to remaining 58.18% of the constructed area towards their share for investments in construction.

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- 7) The DEVELOPER/SECOND PARTY shall complete the project within 18 Months from the date of approval/Sanction of building plans by the concerned Municipal Authorities.
- 8) The Land area and the constructed common area including parking area, terrace, staircase, lifts etc., shall be shared by each party in accordance to the ratio of the respective shares as agreed herein above.
- 9) That the DEVELOPER/SECOND PARTY shall use standard ISO and quality material for the said construction.
- 10) The Party of the OWNER/FIRST PARTY shall sign all the applications, deeds, things etc., as and when required for the purpose of getting building plans approval, Electricity connections etc.
- 11) The DEVELOPER/SECOND PARTY is at liberty to procure the customers by making advertisements etc., receive advances, and enter into agreements to the extent of share allotted to them.
- 12) The DEVELOPER/SECOND PARTY is responsible for all the claims regarding the quality of the construction etc., and also answerable for the claims if any arises with regard to quality of construction and completion of the project.
- 13)It is agreed that if at the time of allotment of flats/units, if any area falling into the share of either of the parties is to be adjusted, in such an event, the concerned party who gets more area than their entitlement shall pay at the prevailing market price to the other party for such differential area.
- 14) The OWNER/FIRST PARTY and DEVELOPER/SECOND PARTY have decided the name of the Multi Storied Residential Building / Villas Residential Houses.
- 15) The OWNER/FIRST PARTY agreed to bear the amenities cost as per her ratio (amenities includes Transformer, Generator, Lift).

#### **GENERAL POWER OF ATTORNEY**

The OWNER/FIRST PARTY hereby constitutes and appoints:-

M/S. R.R. BUILDERS AND DEVELOPERS, Represented By Proprietor-(PAN No. AAPPY2493J):- SRI. Y. REDDAPPA REDDY S/O. LATE. SRI. Y. GANGI REDDY, aged about 59 years, Occupation: Business, R/o Plot No.11-A, Laxmipuram Colony, ECIL Post, Kapra, Medchal-Malkgjri District-500062, Mobile No.9989027747, as her General Power of Attorney Holder to do, perform and execute all the deeds acts etc., as enumerated hereunder:-

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For RR BUILDERS & DEVELOPERS

PROPRIETOR

- a. That by virtue of the Development Agreement executed, I, the OWNER/FIRST PARTY hereinabove named do hereby appoint, retain and constitute the DEVELOPER/SECOND PARTY hereinabove to act as my lawful General Power of Attorney Holder to exercise all the powers referred to below and to do, perform and execute the following things, acts and deeds on our behalf. However, it is made clear that the power of alienation, transfer by any mode, sale, mortgage, etc., shall be restricted to the DEVELOPER/SECOND PARTY share only as mentioned in this Agreement.
- b. The power to sell and transfer the DEVELOPER/SECOND PARTY share is limited in respect of unit/s and parking areas with undivided share of land falling towards the share of DEVELOPER/SECOND PARTY as per the terms of this Agreement coupled with Allocation Agreement/ Supplementary Agreement/MOU/Joint Declaration to be executed if any subsequently after obtaining the permissions.
- c. To enter into, execute Agreements to Sell, Sale Deeds or otherwise in any manner deemed fit by the DEVELOPER/SECOND PARTY, in respect of the DEVELOPER/SECOND PARTY share only.
- d. To receive sale consideration, to admit the execution of such deeds/Agreements/Sale Deeds in respect of DEVELOPER/SECOND PARTY share and to present such documents/deeds before the concerned Registration Authorities, to admit execution and to complete the registration formalities.
- e. To present all such agreements/deeds of sale, lease or leave & license or any other conveyances in respect of the DEVELOPER/SECOND PARTY share for registration before the concerned Sub-Registrar / District Registrar of Assurances having jurisdiction, and admit execution thereof and complete all the registration formalities;
- f. To sign and verify, applications, petitions, affidavits, forms, etc., required to be submitted at the time of registration of such agreements/deeds of sale and any other conveyances in respect of the DEVELOPER/SECOND PARTY share;
- g. To hand over physical possession of the Residential Flats / Villas Residential Houses allotted towards DEVELOPER/SECOND PARTY share or any portion thereof to the concerned purchaser/s etc.;

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PROPRIETOR

- h. To apply to TSCPDCL and/ or other state/private power distribution/supply company/ies, Hyderabad Water Supply and Sewerage Board and/or other state/private water supply/sewerage disposal entities, and to such other entities / authorities and to all other offices for securing necessary connection of power, putting up a substation, water, sewerage etc., and to sign all such applications, affidavits, undertakings, declarations, agreements, indemnities, etc., as may be required in this regard, and pay necessary charges, levies and sums thereof.
- To apply for and secure commencement certificates, occupation certificates, completion certificates and other certificates, permissions, sanctions, orders etc., in respect of the Project to be constructed and completed on the Schedule Property from the concerned authorities;

And the OWNER/FIRST PARTY do hereby agree that all acts, deeds and things lawfully done by the DEVELOPER/SECOND PARTY in respect of their 60% share of constructed area and shall be construed as acts, deeds and things done by the DEVELOPER/SECOND PARTY and the DEVELOPER/SECOND PARTY undertakes to ratify and confirm all and whatsoever that the DEVELOPER/SECOND PARTY shall lawfully do or cause to be done for the OWNER/FIRST PARTY by virtue of the power/s herein above given.

The OWNER/FIRST PARTY hereby empower the DEVELOPER/SECOND PARTY or its nominee/s by means of Power of Attorney to approach the competent authorities, and get the required permissions and sanctions, and for appointing Contractors, Civil Engineers, Architects, Consultants, and to execute documents etc., as desired by the DEVELOPER/SECOND PARTY.

Provided further, that the DEVELOPER/SECOND PARTY shall not act in exercise of the powers conferred under the Power of Attorney in derogation of the rights of the OWNER/FIRST PARTY guaranteed under the terms of this Agreement.

### SCHEDULE OF THE PROPERTY

All that the Open Plot bearing No.01, in Survey No.43, admeasuring area 691.00 Sq.Yds., equivalent to 577.67 Sq.Mtrs, Situated in SAI SUMA ENCLAVE, YELLAREDDYGUDA VILLAGE, KAPRA, under GHMC, Kapra Circle and Mandal, Medchal-Malkajgiri District, erstwhile Keesara Mandal, Ranga Reddy District, and bounded as follows:-

NORTH BY : OPEN SPACE SOUTH BY : PLOT NOS.2 & 3 EAST BY : 40'-00" WIDE ROAD

WEST BY : NEIGHBOUR'S LAND

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Executed with free will and consent after going through the contents in the presence of the witnesses on the date, month and the year above mentioned.

WITNESSES:

1. B. Hule.

OWNER/FIRST PARTY

2.

FOR RR BUILDERS & DEVELOPERS

DEVELOPER/SECOND PARTY

## **ANNEXURE-1A**

All that the Open Plot bearing No.01, in Survey No.43, admeasuring area 691.00 Sq.Yds., equivalent to 577.67 Sq.Mtrs, Situated in SAI SUMA ENCLAVE, YELLAREDDYGUDA VILLAGE, KAPRA, under GHMC, Kapra Circle and Mandal, Medchal-Malkajgiri District, erstwhile Keesara Mandal, Ranga Reddy District.

1) Description of the Building

a) Nature of Roof : R.C.C. Roof
b) Type of Structure : Framed Structure

2) Age of the Building : Proposed as per Plan

3) Total Extent of the Site : 691.00 Sq.yds.,

4) Built-up area particulars : 21690.00 Sq.Feet., (Proposed construction)

Stilt Floor (Parking): 3615.00 Sq.Feet.,
First Floor: 3615.00 Sq.Feet.,
Second Floor: 3615.00 Sq.Feet.,
Third Floor: 3615.00 Sq.Feet.,
Fourth Floor: 3615.00 Sq.Feet.,
Fifth Floor: 3615.00 Sq.Feet.,

5) Market Value of the Building

3615 Sq.Feet x Rs.500/-18075 Sq.Feet x Rs.760/-: Rs.18,07,500/-: Rs.1,37,37,000/-

: Rs.1,55,44,500/-

### **CERTIFICATE**

Do hereby declare that what is stated above is true to the best of my/our knowledge and belief.

SIGNATURE OF THE OWNER

Dated:26/08/2019.

SIGNATURE OF THE DEVELOPER

