

1932/2022

Dated No. 1459/2022



తెలంగాణ తెలంగాణ TELANGANA

SI.No. 3702 Dated: 15-06-2022, Rs.100/-
SOLD TO: MANGALARAPU ANURAG REDDY
S/o. MANGALARAPU VASUDEVA REDDY, R/O. HYD.
FOR WHOM: SAADHANA INFRATEK

AL 697169
B. PAVAN KUMAR
Licensed Stamp Vendor
License No. 15-25-032/2012
Renewal No. 15-25-072/2021
7-3/1/IIA, Puppalguda (V), Gandipet(I)
R.R. Dist., Cell: 9985488000

DEVELOPMENT AGREEMENT-CUM- GENERAL POWER OF ATTORNEY

This **DEVELOPMENT AGREEMENT-CUM-GENERAL POWER OF ATTORNEY** is made and executed on this the 15th day of **JUNE 2022**, at S.R.O., Gandipet, Ranga Reddy District, Telangana State, by and between:

M/s. UPAKAR INFRA PROJECTS PRIVATE LIMITED (PAN No.AABCK4691F), its Registered Office address: House No.6/3/347/22/10/2, Saiville Apatments, Dwaraka Nagar, Panjagutta, Hyderabad, Telangana State - 500082.

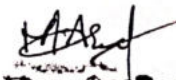
REPRESENTED BY ITS MANAGING PARTNER:

Sri. KOLAN RAVINDER REDDY S/o. Sri. KOLAN VENKAT REDDY, aged about 58 years, Occupation: Business, residing at House No.10-2-289/60, Shanthi Nagar, Masab Tank, Hyderabad, Telangana State-500028. (Aadhaar No.5878 5173 3844, Mobile.No.9494777070).

HEREINAFTER referred to as the "**LAND OWNER/FIRST PARTY**" which term shall mean and include all its/his legal heirs and legal representatives, and other successors in title, of the **FIRST PART**.

For SAADHANA INFRATEK

K.Ravinder


Managing Partner



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AND

SAADHANA INFRATEK (PAN No.AERFS9653N), Represented by: **Sri. MANGALARAPU ANURAG REDDY S/o. Sri. MANGALARAPU VASUDEVA REDDY**, aged about 29 years, Occupation: Business, Resident of H.No.6-2-961, A.C.Guards, Hindi Prachar Sabha, Khairatabad, Hyderabad-500004, Telangana State. (Aadhaar No.5034 7481 4063 & PAN No.CLEPM9737K).

HEREINAFTER referred to as the "**DEVELOPER/ SECOND PARTY**" which term shall mean and include all its/his legal heirs, legal representatives, and other successors-in-Office, executors, assigns, administrators wherever the context permits of the **SECOND PART**.

WHEREAS, the above named Land Owner herein is the sole, absolute lawful Owner and peaceful possessor of the **Plot bearing No.36**, admeasuring **533.00 Square Yards** or equivalent to 445.5 Square Meters, in the layout named as **SOGNARE**, forming Part of **Survey No.41/Part and 43**, Situated at **BANDLAGUDA JAGIR VILLAGE**, Under Bandlaguda Jagir Municipal Corporation, Gandipet Mandā, Ranga Reddy District, Telangana State, Having purchased the same from: Sri. Kranti Kumar Gupta, S/o. Sri. Anil Kumar Gupta, through a **Registered Sale Deed, bearing Document No.10863 of 2021**, Book-I, Dated: 05/08/2021, registered at the Office of the Sub-Registrar, Gandipet, Ranga Reddy District, Telangana State.

WHEREAS, the above named Land Owner have obtained the permission from Bandlaguda Jagir Municipal Corporation, vide its **Application No.003463/BP/HMDA/0407/SKP/2021**, Dated: 25th March 2022, consisting of **1 Stilt + 5 Upper Floors**.

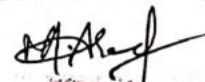
WHEREAS, the above named LAND OWNER and Builder after satisfying the title of the First Party, both parties with mutual consent went with a view to develop the scheduled land for construction of Residential Building.

WHEREAS the Developer, who are a builder of repute, having considerable expertise in field of development and construction activities and the Owner has mutually agreed to develop the **Plot bearing No.36**, admeasuring **533.00 Square Yards** or equivalent to 445.5 Square Meters, in the layout named as **SOGNARE**, forming Part of **Survey No.41/Part and 43**, Situated at **BANDLAGUDA JAGIR VILLAGE**, Under Bandlaguda Jagir Municipal Corporation, Gandipet Mandal, Ranga Reddy District, Telangana State.

WHEREAS, the First Party and the Second party plan to develop the schedule property for construction of residential building as per the mutually agreed plan. Further the Second Party shall construct and deliver with their own funds **30%** of built-up area inclusive of all common areas and balcony areas along with **30%** parking area together with **30%** undivided share of land to the First Party in lieu of the development rights given to Second Party. The remaining **70%** of built-up area comes to the share of the Second Party.

If, any disputes, arises, litigations and court attachments in respect of the schedule mentioned property, the LAND OWNER shall clear the same with its/his own expenses and also time period will be extended. If any third party will claim, the First Party should clear the same with its/his own expenses.

For SAADHANA INFRATEK


Managing Partner



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

Description of Fee/Duty	In the Form of						Total
	Stamp Papers	Challan u/S 41 of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	
Stamp Duty	100	0	173390	0	0	0	173490
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	86695	0	0	0	86695
User Charges	NA	0	500	0	0	0	500
Mutation Fee	NA	0	0	0	0	0	0
Total	100	0	260585	0	0	0	260685

Rs. 173390/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 86695/- towards Registration Fees on the chargeable value of Rs. 17339000/- was paid by the party through E-Challan/BC/Pay Order No ,72718L070622 dated ,07-JUN-22 of ,KARB/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 260635/-, DATE: 07-JUN-22, BANK NAME: KARB, BRANCH NAME: , BANK REFERENCE NO. 6125863924517, PAYMENT MODE: NB-1001138, ATRN: 6125863924517, REMITTER NAME: SAADHANA INFRA TEK, EXECUTANT NAME: UPAKAR INFRA PROJECTS PVT. LTD, CLAIMANT NAME: SAADHANA INFRA TEK

Date:

16th day of June, 2022

Signature of Registering Officer

Gandipet

Certificate of Registration

Registered as document no. 7459 of 2022 of Book-1 and assigned the identification number 1 - 1525 - 7459 - 2022 for Scanning on 16-JUN-22 .

Registering Officer

Gandipet

(S.Sahadev)

Bk - 1, CS No 7932/2022 & Doct No 7459/2022. Sheet 2 of 10 Sub Registrar Gandipet

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WHEREAS the Second Party have represented and assured the First Party that it have requisite expertise and infrastructure for such development. The parties after mutual deliberations among themselves have agreed to reduce the terms of the Development Agreement in writing and have agreed to abide strictly to the terms and conditions stated herein. The Second Party have agreed to develop the Property by investing their own funds and under their care and supervision with the agreed standard of construction.

In consideration of the Owner permitting the DEVELOPER to develop the schedule Land and construct the Multi Storied Residential Apartment, the DEVELOPER hereby agrees to construct the complex in the ratio of **30 : 70** along with proportionate undivided share of Land and Family arrangements of the Land Lord, the Owner and Developer share Flats are allotted as follows:-

RESIDENTIAL FLATS SHARING

Party	Floor	Flat No's.
LAND OWNERS SHARE (30%)	First	101 (E/F), 102 (W/F)
	Second	-Nil-
	Third	302 (W/F)
	Fourth	-Nil-
	Fifth	-Nil-
SECOND PARTY/ BUILDER (70%)	First	-Nil-
	Second	201 (E/F) 202 (W/F)
	Third	301 (E/F)
	Fourth	401 (E/F) 402 (W/F)
	Fifth	501 (E/F) 502 (W/F)

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. The Second Party shall prepare a comprehensive plan for the construction of residential building to be constructed by it over the land of First Party, i.e. Schedule Property and shall submit the plans along with necessary application forms and papers to the Municipal Authorities and get them sanctioned with their own money.
2. The Second Party shall bear all expenses and preparation of the said plan, documents etc., shall pay the necessary fees to the Municipal and the other concerned authorities. The second party assure and undertakes to bear all the expenses relating to the construction of apartment including erecting lift, getting electric transformers, backup generator, fixing meter etc., for digging bore, getting water connection from HMWBSSB or Municipal Water & Sewerage giving drainage connection, constructing water sump, surveillance cameras with monitor and make provision for watchman's room and first party has no responsibility or obligation to share the expenditure towards all the above items.

For SAADHANA INFRATEK


Managing Partner

3. The First party shall not interfere in the construction activity in any manner obstruct the second party in the construction work or take any decision, enter into commitments etc., However the First party is having the right to inspect the quality of the construction by themselves or by the expertise civil engineer. If the used construction material does not adhere to the listed items, the first party right to interfere with the construction at any time.
4. If the construction is stopped or delayed due to any claim made by any third party in respect of the title of the scheduled property, the First Party shall alone be responsible for clearing such disputes at first parties cost, automatically the time agreed for handing over built-up area entitled by First Party shall be extended.
5. The First Party shall not be made responsible for any of the taxes such as Income-Tax, wealth tax etc., to be paid in respect of flats sold by the Second Party of their share of **70%**. The Second Party or prospective purchasers shall alone be responsible for payment of such taxes. However the First Party shall be responsible for any taxes levied for its/his share of **30%**.
6. The First Party/LAND OWNER hereby assure and covenants with the Second Party/Developer as follows:
 - i) That the ~~First Party is the~~ sole, absolute and exclusive owner of the schedule property herein, there are no other person or persons having any manner of right, title, share, claim or interest in the said property.
 - ii) That there are no prior agreements, court orders, attachments, disputes, or litigations or any tax and or revenue attachments or notices of equisitions or acquisitions from Government or tax or other authorities in respect of the said property or relating thereto.
7. The First Party hereby authorize the Second Party to procure the customers for flats and other spaces and to enter into Agreement of sale with such customers, collect advances and to issue valid receipts to such purchasers for flats falling to the share of the second party.
8. In consideration of the Owner permitting the DEVELOPER to develop the schedule Land and construct the Multi Storied Apartment, the DEVELOPER hereby agree to construct the complex in the ratio of **30 : 70** along with proportionate undivided share of Land.
9. The Second Party shall complete the construction and handover the First party's built-up area/flats **30%** fallen to its/his share within **18 months** from the date of permission and **6 months grace period** is allowed.

K. Ramesh

For SAADHANA INFRATEK

[Signature]
Managing Partner

10. Similarly if the construction of the said building is stopped or delayed due to intervention of First Party, the First Party shall be held liable for all such damages.
11. The First Party shall not be held responsible for any defects in constructions, Second Party will be responsible for the defects in construction. In case of an issue, both the parties will sort out the issue with mutual consent until problem is resolved without penalties on both sides. If issue does not get resolved within 3 years from date of issue, both parties should go with a neutral mediator to resolve the issue.
12. The First Party hereby authorize the said Second Party to do the following acts in her name and on her behalf in respect of the **share fell to the share of Second Party (herein after called as the said property).**

That the LAND OWNER hereby expressly appoint, retain and constitute the Developer namely: **SAADHANA INFRATEK (PAN No.AERFS9653N)**, Represented by **Sri. MANGALARAPU ANURAG REDDY S/o. Sri. MANGALARAPU VASUDEVA REDDY**, aged about 29 years, Occupation: Business, Resident of H.No.6-2-961, A.C.Guards, Hindi Prachar Sabha, Khairatabad, Hyderabad-500004, Telangana State. (Aadhaar No.5034 7481 4063 & PAN No.CLEPM9737K). As its/his lawful agent to act on his behalf to do the acts mentioned in this deed. The DEVELOPER are authorized and empowered to enter into the agreement of sale with the prospective purchasers and to execute the sale deed or sale deeds in favour of the sub-purchaser or purchasers, to ~~receive the~~ consideration money, to present the sale deed or deeds executed by it/him/her/them in favour of the sub-purchaser or purchasers before the concerned Registering officer, admit execution and to acknowledge the receipt of consideration and procure the registered Sale deeds in respect of share fell to the share of Second Party i.e., **70%** built up area along with proportionate undivided share of land to the extent fell to the share of the Second Party.

- b) To execute, sign and file all the statements, petitions, applications, and declarations etc., necessary for and incidental to the completion of registration of the said sale deed/deeds.
- c) To complete the sale of the said property inform of Flats and other spaces and handover the possession of the same to the sub-purchaser or purchasers.
- d) To appear and act in all courts, civil, criminal revenue whether original or appellate, in the Registration and other offices of the state and central government and of local bodies in relation to the said property.
- e) To sign and verify complaints, written statements, petitions or claims and objections of all kinds and file therein such courts and offices and to appoint advocates and other legal practitioners to file and receive back documents to deposit and with draw moneys and grant receipts in relation to the said property.

K. Ravinder

For SAADHANA INFRATEK

[Signature]
Managing Partner



- f) Generally to act as the attorney or agent of the First Party in relation to the said property in relation to the matter aforesaid and to execute and do all deeds, acts and things, in relation to the said property as fully and effectually in all respects.
13. All expenses and costs of transfer of the portions allotted to the Second Party including stamp and registration charges of such sale deeds shall be borne either by the Second Party or their nominees.
14. The First Party above shall be responsible for payment of all arrears of property tax, electricity bills, water charges in respect of the Schedule Property upto the date of this agreement. It shall pay all these arrears before the commencement of construction.
15. The First Party declares that they are the absolute OWNER of the Schedule Property and that it is free from all encumbrances, attachments, disputes and claims of the third parties and it has full and absolute right to convey and transfer the same.
16. Any profits by such construction shall be entirely to the benefit of the First Party and Second Party proportionately and the First Party shall have no claim thereon and the First Party shall not call into question any account or expenditure or other sums, spent for construction purpose.
17. In case of any disputes arises between the parties hereto touching these presents, the matter shall be referred to the arbitrators one chosen by each party and in case of any difference of opinion between such arbitrators, they shall nominate a common umpire and his/her/their award shall be final and binding on both the parties and the relevant provisions of the arbitration act shall apply.
18. The First party hereby agrees to join the member of the society to be formed by all the flat OWNER of the building and shall abide by the rules and bye-laws of the society after taking over the flats from the Second Party. The society shall take care of common interest such as maintenance of the building and supply of water and electricity.
19. The First Party agree to use and enjoy all the common amenities in the building along with the co-OWNER of the flats, except for the areas allotted to first party specifically.

K. S. S. S.

For SAADHANA INFRATEK

[Signature]
Managing Partner

SCHEDULE OF THE PROPERTY

ALL THAT the **Plot bearing No.36**, admeasuring **533.00 Square Yards** or equivalent to 445.5 Square Meters, in the layout named as SOGNARE, forming Part of **Survey No.41/Part and 43**, Situated at **BANDLAGUDA JAGIR VILLAGE**, Under Bandlaguda Jagir Municipal Corporation, Gandipet Mandal, Ranga Reddy District, Telangana State and bounded as follows:-

NORTH	::-	Plot No.35,
SOUTH	::-	Plot No.37,
EAST	::-	50'-0" Wide Road,
WEST	::-	Park.

IN WITNESS WHEREOF, the PARTIES herein signed this DEVELOPMENT AGREEMENT CUM G.P.A. on this the day, month and year above mentioned in presence of the following witnesses:

WITNESSES:

1.



2.





LAND OWNER/FIRST PARTY

For SAADHANA INFRATEK



Managing Partner

DEVELOPER/SECOND PARTY

ANNEXURE-1A

1. Description of Building : Proposed construction on
Plot bearing No.36, in the layout named as SOGNARE, forming Part of **Survey No.41/Part and 43**, Situated at **BANDLAGUDA JAGIR VILLAGE**, Under Bandlaguda Jagir Municipal Corporation, Gandipet Mandal, Ranga Reddy District, Telangana State
2. a) Nature of Roof : R.C.C.
3. Total extent of site : **533.00 Sq.yards**
4. Built up area : **15,762.4 Square Feet**
(including common area and car parking)
5. Market Value of the Proposed construction : **Rs.1,73,39,000/-**

Dated: 15/06/2022

Klavinder

SIGNATURE OF LAND OWNER

CERTIFICATE

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

Klavinder

SIGNATURE OF LAND OWNER

For SAADHANA INFRATEK

[Signature]

Managing Partner

SIGNATURE OF DEVELOPER