

10057/2016



తెలంగాణ తెలంగాణ TELANGANA

S.No. 6594 Date 28/6/2016 Rs 100/-

Sold to A. Sudhakar Reddy

Signed by A. Bal Reddy

for whom M/s Sahasra Infra Hld.

E 659343

K. SRIKANTH
LICENCED STAMP VENDOR
LIC. No. 15-21-021/2011
Ren. No. 15-21-024/2014
H.No. 5-303, Suraram Colony
Quthbullapur(M), R. Dist.
Phone No 9700

DEVELOPMENT AGREEMENT CUM- GENERAL POWER OF ATTORNEY

This Development Agreement Cum General Power of Attorney is made and executed on this the 6th day of JULY 2016, at S.R.O. Quthbullapur, by and between:

Sri. POKALA MAHESH S/o. Sri. P. SHANKAR, aged about 47 years, Occ: Software Engineer, R/o. 5-7-24, Priya deluxe Road, Kamareddy, Nizamabad District-530111-T.S., Presently Residing at 3956 MEDA DR, POWELL STATE- OHIO 43065- U.S.A.

Hereinafter called the "**FIRST PARTY**" which term shall mean and include all her legal heirs, representatives, executors, administrators and assignees etc., of the ONE PART.

[Handwritten signature]



BRANDON W. REGANO
Notary Public, State of Ohio
My Commission Expires 11/23/2019

[Handwritten signature of Brandon W. Regano]
07125116

For **SAHASRA INFRA**

[Handwritten signature]
Managing Partner

Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 20000/- paid between the hours of 12 and 1 on the 22nd day of SEP, 2016 by Sri Kodipyaka Rakesh Kumar

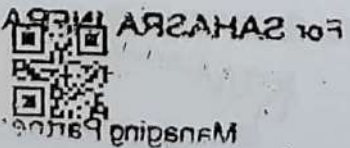
SI No	Code	Thumb Impression	Photo	Address	Signature/Ink Thumb Impression
1	CL			A. SUDHAKAR REDDY (MANAGING PARTNER) S/O. A. BAL REDDY FLAT NO. 202-DOLEPHIN APARTMENT, RAJEEV NAGAR CYTUSUGUDA, HYDERABAD A. SUDHAKAR REDDY (S/O. A. BAL REDDY) [1521-1-2016-10300]	
2	EX			KODIPYAKA RAKESH KUMAR (SPA HOLDER) S/O. KODIPYAKA RAJESHWAR 1-4-141/D, PMH COLONY, KAMAREDDY, NIZAMABAD DIST-503111 KODIPYAKA RAKESH KUMAR (S/O. KODIPYAKA RAJESHWAR) [1521-1-2016-10300]	

Identified by Witness:				
SI No	Thumb Impression	Photo	Name & Address	Signature
1			D. ASHOK KUMAR P.NO.34, KOMPALLY, R.R.DIST. D. ASHOK KUMAR: 22/09/2016 [1521-1-2016-10300]	
2			S. SRINIVAS F.NO.201, SEETHA RAM NAGAR, SAFILGUDA, HYD. S. SRINIVAS: 22/09/2016, 12:00 [1521-1-2016-10300]	

22nd day of September, 2016
31 91 22/09/2016 (938)

Signature of Joint SubRegistrar
Quthbullapur

Bk-1, CS No 10300/2016 & Doct No
10057/2016 Sheet 1 of 17 Joint SubRegistrar
Quthbullapur



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AND

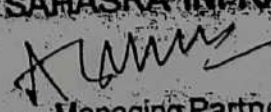
M/s. SAHASHRA INFRA, Rep. by its Managing Partner: Sri. A. SUDHAKAR REDDY S/o. Sri. A. BAL REDDY, aged about 47 years, Occ: Business, R/o. Flat No.202, Dolphin Apartment, Rajeev Nagar, Yousufguda, Hyderabad.
(PAN No. ACUFS 93480, Ph.No. 9848031014)

Hereinafter called the "**SECOND PARTY**" which term shall mean and include all its legal heirs, representatives, executors, administrators and assignees etc., of the **SECOND PART**.

WHEREAS the First Party herein is the absolute owner, peaceful possessor and Purchaser of the **Open Land (West Side Part)** admeasuring **771.5 Sq.yards**, or 644.97 Sq.mts, in Survey No's. **209 & 210 (Parts)**, Situated at **Gajularamaram Village**, Quthbullapur Mandal, Under GHMC Circle, Quthbullapur, R.R.District, having purchased the same from Sri. DUNDUMULLA PAPI REDDY S/o. Late D. LAXMI NARAYANA REDDY, Under Regd. Sale Deed bearing Doct. No. **16787/2015**, Book-I, Dt: 23rd day of December, 2015, Regd. at District Registrar of Ranga Reddy District.

WHEREAS the First Party in order to develop the schedule property for better advantage proposed to the second party who is having vast experience to undertake the construction of Residential complex in the scheduled property.

Whereas the second party has accepted the above offer and agreed to undertake the Construction of the residential complex over the land of the schedule property by investing its funds under its care and supervision and now it is agreed between them as follows:

For SAHASHRA INFRA

Managing Partner

of Fee/Duty	Stamp Papers	Challan u/S 41 of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	Total
Stamp Duty	100	0	178500	0	0	0	178600
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	20000	0	0	0	20000
User Charges	NA	0	100	0	0	0	100
Total	100	0	198600	0	0	0	198700

Rs. 178500/- 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. 17850000/- was paid by the party through E-Challan/BC/Pay Order No. 760W3A200916 dated 21-SEP-16 of SBH/SUCHITRA CIRCLE

E-Challan Details Received from Bank :

(1). AMOUNT PAID: Rs. 198600/-, DATE: 21-SEP-16, BANK NAME: SBH, BRANCH NAME: SUCHITRA CIRCLE, BANK REFERENCE NO: 002949239, REMITTER NAME: SRI. A. SUDHAKAR REDDY, EXECUTANT NAME: POKALA MAHESH, CLAIMANT NAME: SAHASHRA INFRA).

Date:

22nd day of September 2016

Signature of Registering Officer
Quthbullapur

Joint SubRegistrar
Quthbullapur

Bk-1, CS No 10300/2016 & Doct No
1005712066 Sheet 2 of 17

1 వ పుస్తకము 2016 సం॥ (శా.శ.1938) సం॥ పు
.....నెంబరుగా రిజిస్టరు చేయబడినది. స్కానింగ్
నిమిత్తం గుర్తింపు నెంబరు 1521-I.....7..2016
ఇవ్వడమైనది.
2016 సం॥.....నది

జాయింట్ సబ్-రిజిస్ట్రారు అధికారి-9
G. STHITA PRAJNA

SAHASHRA INFRA

Registering Officer



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NOW THIS DEVELOPMENT CUM GENERAL POWER OF ATTORNEY AGREEMENT WITNESSETH AS FOLLOWS

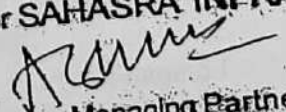
1. The second party shall prepare a comprehensive plan for the construction of the residential Complex to be constructed by it over the land of the schedule property and shall submit the plans along with necessary application forms and papers to the GHMC/HMDA/ authorities and get them sanctioned.

2. The second party shall bear all expenses for preparation of the said plan, shall pay the necessary fees to the GHMC/HMDA/Municipal authorities or the other concerned authorities.

It is agreed between the parties that the sharing ratio is **40% : 60%**. i.e., **40% to the Land Owner** and **60% to the Developer.**, in the entire building consisting of Stilt+ Five Upper Floors.

3. The first party shall not be entitled to interfere in the Construction of the residential flats activity in any manner or obstruct the second party in the construction or take any decision, enter into commitments contrary to these presents etc. However first party is entitled to make periodical visits for ensuring the progress of development work and for verification of specifications agreed between the parties.

4. It is agreed between the parties that if the construction of the said Apartment is stopped or delayed due to any defect in the title or any claims made by any third parties that is in the construction of the said property, in such case the first party will be held responsible for all damages suffered by the second party. If in permission there is any problem second party is the responsible.

For SAHASRA INFRA

Managing Partner

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 its share of **60%**. The Second party or prospective purchasers shall alone be responsible for payment of such taxes, however the First Party shall be responsible for their **40%** share.

6. The first party hereby agree and undertake not to sell, deal with, dispose of, alienate or otherwise enter into agreements, in respect of the land with any person or persons, or act in any manner inconsistent with or prejudicial to or in contravention of the Agreement and declaration made by the owner of this Agreement. The First party is entitled to and empowered to deal with dispose of etc or the developed area fallen to his share along with proportionate undivided extent of land in schedule property as he desires.

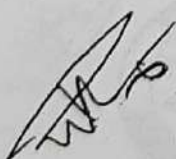
7. The second party shall take total responsibility of the construction of the said apartment and discharges of the loans and charges and the first party shall not in any way be made responsible for or liable for any defects of the second party in Developing/constructing the said complex.


8. The first party hereby assures and covenants with the second party as follows:

i). That the first party is the sole, absolute and exclusive owner herein there is 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 requisitions or acquisitions from Government or tax or other authorities in respect of the said property or relating thereto.

9. In consideration of the First party having granted absolute rights to the second party to develop the property.




For SAHASRA INFRA

Managing Partner

10) Further the second party shall with its own funds construct and deliver **40%** of super built up area on the schedule property to the first party in lieu of the development rights granted to second party by the First Party includes common area, circulation areas, proportionate undivided share of land etc and proportionate parking area. The remaining entire construction i.e., **60%** of super built up area shall be the property of Second party and have a right to alienate the same to prospective purchasers.

The allotment of flats between the **Land Owners** and **Developer** on mutual understanding is as follows:

FIRST PARTY/LAND OWNER

Flat No.	Floor	Plinth Area (Sq.feet)
201	Second	1037
202	Second	1037
303	Third	1037
304	Third	1037
401	Fourth	1037
402	Fourth	1037
503	Fifth	1037
504	Fifth	1037

For SAHASRA INFRA

Managing Partner

SECOND PARTY/DEVELOPER SHARE :

Flat No.	Floor	Plinth Area Sq.feet
101	First	1037
102	First	1037
103	First	1037
104	First	1037
203	Second	1037
204	Second	1037
301	Third	1037
302	Third	1037
403	Fourth	1037
404	Fourth	1037
501	Fifth	1037
502	Fifth	1037

11. The entire cost of the construction of Residential Apartments till it is completed and all costs of proceeding in relating to the proposed construction shall be borne by the second party only and the first party shall have nothing to do with the same.

(a) The second party agrees to provide the water connection, electricity connection, drainage connection with valid permission from concerned departments and agrees to bear all expenditure incurred towards the above said connections to the share of First Party.



For SAHASRA INERA

 Managing Partner

12. The first party hereby authorizes the second party to procure the customers for flats and to enter into Agreement of sale with such customers collect advances and to issue valid receipts to such purchasers of flats for the share of 60% of built up area of second party., including common area, circulation area and proportionate parking area.

13. The second party 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 purchase of constructed space and other spaces falling to the share of second party.

14. The second party shall complete the construction of the proposed Residential complex within **18 Months** from the date of Permission. However 6 months grace period shall be given to the Second party of said Apartment. The developer agrees to handover the Land owners allotted flats as well as prospective purchaser flats of the developer share with in the stipulated period as mentioned above.

15. The First Party shall be responsible for all the title claims or permissions regularization for the said property.

16. The first party hereby appoint nominate and constitute : **M/s. SAHASHRA INFRA**, Rep. by its Managing Partner: **Sri. A. SUDHAKAR REDDY S/o. Sri. A. BAL REDDY**, aged about 47 years, Occ: Business, R/o. Flat No.202, Dolphin Apartment, Rajeev Nagar, Yousufguda, Hyderabad., as their lawful attorney in respect of 60% of share allotted to the second party along with proportionate undivided share of land and to do the following acts, deeds.

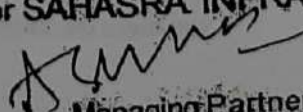
a) To enter into an Agreement of sale in respect of 60% of share allotted to second party with intending purchaser and to receive the sale consideration, acknowledge the receipt of the earnest money and pass valid receipts for payment received.

For SAHASHRA INFRA


Managing Partner



- b) To sign and execute the Sale Deeds in respect of 60% of share allotted to second party and such other documents in respect of the schedule property and present such sale deeds, conveyance deeds mortgage deeds, Deposit of title deeds or any other financial institutions/project Loan or any other deeds before the registering authority, admit the execution and acknowledge the receipt of the total sale consideration and get the sale deed registered.
- c) To sell the schedule property in full or in parts in respect of 60% of share allotted to second party in favour of the prospective purchasers, and to execute registered sale deed or any other deeds accordingly.
- d) To make statements, file affidavits, reports in all proceedings before any statutory authority, water works department, T.S.S.E.B and obtain necessary sanctioned permissions and approvals.
- e) To institute, sign, file, suits, petitions, complaints, appeals writs or any other legal proceedings in respect of the scheduled property and to defend the principals in all courts, quasi-judicial authorities, civil or criminal or in the High Court of Telangana/Andhra Pradesh or in the Supreme court of India and to sign and verify all applications, affidavits, appeals, complaints, petitions, vakalats etc., from time to time and to give evidence in Court of Law on behalf of the principal and to effect compromise in all such legal proceedings.
- f) To appoint such advocates of my/our attorney's choice and to fix such remuneration as our attorney deems fit.
- g) To appoint or engage such architect or architects, construction engineers, labourers 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.
- i) To handover peaceful and vacant possession to the prospective purchasers of the flats after handing over the flats belonging to the share of first party as per specifications agreed upon mutually.

For SAHASRA INERA

Managing Partner

MP

j) To represent before the Income-Tax Department and if necessary obtain income tax clearance certificate to alienate the above said flats.

k) To represent before the Competent Authority, Urban Land ceilings and if necessary obtain permission to sell the above said property in favour of prospective purchasers.

l) To represent before the state or central Government Authorities, and obtain necessary permissions to sell the above said property.

m) To do all acts and things as may be incidental or necessary to do for transfer of the above said property to the prospective purchasers as fully and effectively in all respects up to the 60% of built up area of second party.

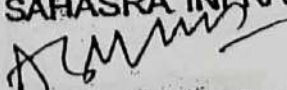
17. The first party authorise and empowers the second party to do the following:-

a) To sign and submit applications, petitions, appeals, letters etc., to obtain requisite permissions, sanctions and clearances as may be needed to develop the property from GHMC Authorities and government and semi-government organizations.

b) To apply to T.S Transco for requirement of electricity connection to the HMDA/GHMC for water connection drainage connection or to any Government Authorities.

18. All expenses and costs for transfer of the portions allotted to the second party including stamp and registration charges of sale deeds shall be borne either by the second party or their nominees.

19. Both the parties hereby agree to enter into supplementary Agreement in the event of such contingency existing for incorporation of clarification of necessary clauses of this agreement or to meet the needs of the time, but such supplementary agreement shall be in conformity with the spirit of this main agreement.

For SAHASRA INERA

Managing Partner

MP

20. The first party has paid all the arrears of property tax, Electricity Bills, water charges etc., in respect of the schedule property till the commencement of construction.

21. Any profits or losses by such construction shall be entirely to the benefit of the second party and 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.

22. In case of any disputes arising 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 their award shall be final and binding on both the parties and the relevant provisions of the arbitration Act shall apply.

23. The First party hereby agreed to join the members of the society to be formed by all the flat owners of the building apartments, and shall abide by the rules and bye-laws of the society.

24. The First party agree to use and enjoy all the common amenities in the building apartment along with the other owners of the flat.

25. The second party shall be entitled to enter into separate contracts on his/her own name with building contractors, architects and others for carrying out the said construction at his risk and cost.

26. The Second Party has no rights on the terrace.

27. The quality of owner share apartments and builder share apartments should be identical. The Construction should be uniq.

28. First Party will be involved in the planning of construction, discussions on the elevation, design etc.

For SAHASRA INFRA


Managing Partner

SCHEDULE OF PROPERTY

All that the **Open Land (West Side Part)** admeasuring **771.5 Sq.yards**, or 644.97 Sq.mts, in Survey No's. **209 & 210 (Parts)**, Situated at **Gajularamaram Village**, Quthbullapur Mandal, Under GHMC Circle, Quthbullapur, R.R.District, and bounded by:

NORTH : 30' Wide Road

SOUTH : Land belongs to D. Sanjeev Reddy
& Part of D. Papi Reddy Land

EAST : Part of Open Land of Pokala Mahesh (East Side Part)

WEST : Land of D. Venkata Ranga Reddy

In witness whereof the parties hereto have signed this deed of Development Agreement-Cum -General Power of Attorney with free will and consent on this the day, month and year first above mentioned.

WITNESSES

1. *Brandon W. Brando*



BRANDON W. BRANDO
Notary Public, State of Ohio
My Commission Expires 11/23 '19

Mahesh Pokala

2. *[Signature]*

3. *S. Srinivas*

For SAHASRA INFRA
[Signature]
Managing Partner
SECOND PARTY