

Doc NO:- 1790/2020



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* 70416 RS. 100

I. Sidharth Reddy

S/o. I. Syam Prasad Reddy, R/o. H.Y.D.

M/S Shiv Developers

AA 058549

LICENCED STAND STAMPOR

Lic.No.15-02-025/2016, Dated 15/05/2019

Plot No.17, Vijaya Nagar, R.R. Dist-501-505, Telangana C.H.No.1020841

DEVELOPMENT AGREEMENT CUM GENERAL POWER OF ATTORNEY

This Development Agreement cum General Power of Attorney is made and executed on this the 28th day of February, 2020, at Hyderabad, by and between:

Mr. D. Venkat Narasimha Reddy (D.V.N.Reddy or Venkat Narasimha Reddy Dantapally or D.V.Narasimha Reddy), S/o D.Ayyappa Reddy, Aged about 90 Years, Occ: Business, R/o #53, Whisper Valley, H.S.Darga, Shaikpet Golconda, Hyderabad. (Aadhar No.9457 7129 0305)

(Hereinafter referred to as the LAND OWNER/First Party, which expression, where the context so admits, shall mean and include his heirs, successors-in-interest, representatives, executors, administrators, assigns, etc on the ONE PART).

AND

M/s. Shiv Developers (AECFS1681R), a Partnership Firm with Registration No.242/2020, having its registered office at 973/A, Road No 49, Jubilee Hills, Hyderabad -500033, represented by its Managing Partner : Indukuri Sidharth Reddy S/o. I.Syam Prasad Reddy, Aged 33 years, Occ: Business, R/o. Plot No.973/A, Road No.49, Jubilee Hills, Hyderabad-500033. (Aadhar No. 5797 8360 8428)

(Signature)

For SHIV DEVELOPERS

Authorised Signatory

For Sri Jagatheswara Infra Projects

Partner

Presentation Endorsement:

Presented in the Office of the Sub Registrar, Abdullapurmet along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 20000/- paid between the hours of 10:30 AM to 4:30 PM on the 28th day of FEB, 2020 by Sri D.Venkat Narsimha Reddy

Execution admitted by (Details of all Executants/Claimants under Sec 32A):

Sl No	Code	Thumb Impression	Photo	Address	Signature/ink Thumb Impression
1	CL			M/S. SHIV DEVELOPERS REP. BY. INDUKURI SIVHARTH REDDY (MP) S/O. LSYAM PRASAD REDDY PNO.973/A, ROAD NO.49, USILEE HILLS., HYD-33.	31 JAN 2020
2	EX			D.VENKAT NARSIMHA REDDY ALIAS D.V.N REDDY ALIAS VENKAT NARASIMHA REDDY DANTAPALLY ALIAS D.V.NARASIMHA REDDY S/O. D. JAYAPU REDDY R/O. 53, WHISPER VALLEY, H.S.DARGA, SHAIK PET., GOLCONDA HYDERABAD.	

Identified by Witness:

Sl No	Thumb Impression	Photo	Name & Address
1			NO HYDERABAD R/O. ALLAPUR, H.R. DIST
2			A SIVARAO RAMANA R/O. NEW NALLAKURITA, HYD

28th day of February 2020

Signature of Sub Registrar

Abdullapurmet

Endorsement: Stamp Duty, Transfer Duty, Registration Fee and User Charges and other charges below in respect of this instrument.

Description of Fee/Duty	In the Form of						Total
	Stamp Papers	Challan under 1908 Act	E-Challan	Cash	Stamp Duty under 1908 Act	Direct Pay Order	
Stamp Duty	100	0	420000	0	0	0	420100
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	20000	0	0	0	20000
User Charges	NA	0	200	0	0	0	200
Total	100	0	440200	0	0	0	440300

Rs. 420000/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1898 and Rs. 20000/- towards Registration Fees on the chargeable value of Rs. 3200000/- was paid by the party through E-Challan/BC/Pay Order No. 645XTN260220 dated 28-FEB-20 of SBIN.

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(hereinafter referred to as the DEVELOPER/second party, which expression where the context so means, shall deem to mean and include their representatives, permitted assigns, etc of the OTHER part).

WHEREAS the Land Owner , referred above, is owner of an extent of land admeasuring Acres 16-00 guntas, in Sy. No.293/2⁹ , situated at Bandaravirala Village and Gram Panchayat, Abdullapurmet Mandal, Ranga Reddy, which is more fully described in the schedule of property.

WHEREAS the Land Owner , was the absolute owner and possessor of an extent of Acres 46 - 00 guntas in Sy. No. 293/2, Bandaravirala Village and Gram Panchayat, Abdullapurmet Mandal, Ranga Reddy and received the same from his father late shri.Ayyapu Reddy , which had devolved upon him from his ancestors.

WHEREAS under family partition, the Land Owner divided his extent of Acres:46 - 00 guntas, between himself and his two sons whereby, an extent of acres 16-00 guntas were retained by him, while Acres 15-00 guntas each, in Sy No. 293/2, at Bandaravirala Village and Gram Panchayat, Abdullapurmet Mandal, Ranga Reddy was given to his sons ie D.Naveen Reddy and Vinay Dantapally Kumar.

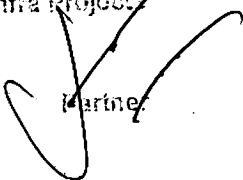
WHEREAS the name of Land Owner herein was mutated in revenue records and Land Owner was issued pattedar passbook no. T05010100686, Khata No.423, issued by Tahasildar, Abdullapurmet Revenue Mandal, Ranga Reddy District.

WHEREAS the Developer is a Partnership engaged in the business of real estate development with its promoters having good financial background, technical expertise and experience.

WHEREAS the Land Owner is not having technical expertise to develop the schedule of Property and has offered to give the schedule property on development basis on mutually agreed terms and conditions as under.



For Sri Jagathiswappa Infra Project



For SHIV DEVELOPERS

Authorized Signatory

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 440200/-, DATE: 26-FEB-20, BANK NAME: SBI, BRANCH NAME: , BANK REFERENCE NO: 2973641892612, PAYMENT MODE: CASH-1000200, ATRN: 2973641892612, REMITTER NAME: SHIV DEVELOPERS, EXECUTANT NAME: D VENKAT NARSIMHA REDDY, CLAIMANT NAME: SHIV DEVELOPERS).

Date:

28th day of February, 2020

Signature of Registering Officer
Abdullapurmet

17/02/2020 & Doc No
17/02/2020
Sub Registrar
Abdullapurmet

చట్టబద్ధమైనదిగా పరిగణించబడినది (చా 1/19.51)
పురుష... 1790... నెంబరుగా రిజిస్టరు
నిమిత్తము గుర్తింపు నెంబరు 1531/- 1790/2020
జన్మపత్రము
20... గుర్తింపు 28...
రిజిస్టరు చేయబడినది

నవ రిజిస్టరు
G. PALANI KUMAR
Sub-Registrar
Abdullapurmet, R.R. Dist.

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Now this Development Agreement cum General Power of Attorney witnesseth as follows:

A. CONSIDERATION:-

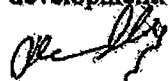
1. That the Land Owner having decided to entrust the development right over the schedule property to the DEVELOPER and in consequence of the said decision, the Land Owner and the DEVELOPER have entered into this Development Agreement cum General Power of Attorney.
2. That in lieu of entrusting development right over the schedule property, developer has agreed to undertake the development of the schedule land into a layout at it's cost and the Land Owner and Developer have agreed for a consideration as below:

Consideration to Land Owner:

- a) A refundable security deposit of Rs 1,00,00,000/- (Rupees One Crore Only) in favour of Land Owner, which shall be paid by the Developer at the time of execution of this Agreement vide cheque no 000019 dated 28.02.2020 drawn on HDFC Bank, Kavuri Hills branch.
- b) 55% of the plotted area after exclusion of all common areas, passage, road, etc, as well as share in the common land.

Consideration to the Developer:

- a) 45% of the plotted area after exclusion of all common areas, passage, road, etc, as well as share in the common land to be transferred by Land Owner to the Developers or any person nominated by the Developer, with the right to enter into agreement for sale / sale deed of such share by the developer and Land Owner hereby authorise, grant license and permission to the Developer to enter upon and undertake development works over the schedule property in terms of this Development Agreement
3. That the Developer shall be entitled to include in the schedule property its own lands admeasuring Acres 24-00 guntas, in Sy. No. 293/2⁰⁰ /1 and in Sy. No. 293/2⁰⁰ /2, Bandaravirala Village and Gram Panchayat, Abdullapurmet Mandal, Ranga Reddy or another other adjoining land for an integrated development.



For Sri Jagatheswara Infra Projects

Partner

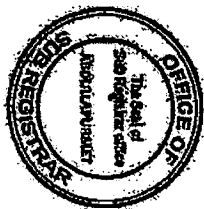
For SHIV DEVELOPERS


Authorised Signatory



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4. The above said development of the schedule land shall be done either by the Developer itself or through other agencies, its nominee or nominees or third parties by entering into co-development/joint venture construction agreements with such other agencies, nominee/s or third parties.

B. REPRESENTATION BY THE LAND OWNER:-

5. The Land Owner hereby declare, subject to what is stated above.

- a) That the Land Owner is the absolute Owner and possessor of the schedule property and that the Land Owner has got good marketable and subsisting title and possession over the schedule property and that no other person has any right, title and interest or share therein.
- b) That the schedule property is not subject to any litigation, Court attachments or acquisition proceedings of any kind or to any 'agency/agreement coupled with interest' or tax liabilities, attachment towards tax liability, nor has the schedule property been given as security for any purpose either directly or indirectly or part of any surety in any case or court proceedings, financial institution, etc.
- c) That there are no claims, mortgages, charges, lien or encumbrances or third party interests of whatsoever nature, on the schedule property.
- d) That the Land Owner has not entered into any Agreement of Sales, M.O.U., Lease, transfer for development of the schedule property with any other person nor has created any third party interests in, upon and in relation thereto.
- e) That the Land Owner has paid all the taxes payable up to date in respect of schedule of property.
- f) That the Land Owner is in possession and enjoyment and occupation of the schedule property.
- g) The schedule property is not proposed to be acquired by the Government for any public purpose and that there are no minerals, water channels, public wells or tanks, etc in or other the schedule property.



For Sri Jagadishwara Infra Projects

Partner

For SHIV DEVELOPERS


Authorised Signatory



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- h) That the schedule property is not a land in respect of which there is a prohibition / bar regarding sale, acquisition, holding the schedule property under any statute including the Urban Land (Ceiling & Regulation Act, 1976) / Agricultural Lands Ceiling on Holdings Act or any other relevant statute. The land is not attracted by the provisions of the Urban Land Ceiling & Regulation Act nor by the Agricultural Lands Ceiling & Regulation Act, as the schedule property is within the ceiling limit.
- i) That the Land Owner has paid the land revenue, taxes, cess and other statutory charges with regard to the schedule property and that there are no arrears.
- j) That there is no impediment for the Land Owner to acquire or hold or to sell the schedule property under any law including the Urban Land [Ceiling and Regulation] Act, 1976.
- k) That the Land Owner will make available fully vacant site for the development of the schedule property.
- l) That the Land Owner has agreed to comply with the obligations under this Development Agreement.
- m) That there are no pending proceedings in any Forum / Court / Authority nor there is threat of any appeals from any orders passed in favour of the Land Owner in any of the proceedings concerning the schedule property.
- n) That there are no attachments of whatsoever nature with regard to the Schedule Property or any part thereof under the Income Tax Act, 1951, Wealth Tax or Sales Tax or any other taxing statutes or any other statutes.
- o) That the Land Owner will be responsible for payment of all taxes, rates, charges, cess etc. with regard to the schedule property or any part thereof up to the date. Handing over vacant possession of the land to the Developer.

For SHIV DEVELOPERS

Authorised Signatory

For Sri Jagathiswappa Inira Projects

Partner

File No. 13042020 & Part No. 1201/2020
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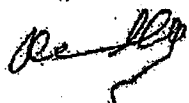
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6. The Land Owner hereby gives and creates in favour of the Developer and the Developer hereby takes from the Land Owner, the development rights of and in respect of the schedule property herein. The whole of the said development, comprising plotted area and the other common areas capable of being used commonly will be shared by the parties hereto at the rate of 55% by the Land Owner and 45% by the Developer. Subject to the terms of this agreement, both the parties will be entitled to deal with and dispose of the same in such manner as each of them may be in its entire discretion deem fit and proper from time to time but subject to the terms and conditions herein contained.
7. The Land Owner hereby create/s in favour of the Developer, its agents, employees, labourers, contractors, consultants and the other persons as may from time to time be deputed by the letter, license to have ingress into, egress from and regress into the schedule property herein for the purpose of developing the same as stated in these presents.
8. The Developer has entered into this Agreement on the basis of the aforesaid representations of the Land Owner. That notwithstanding the title search that may be conducted by the Developer, the Land Owner agrees and undertakes that if any encumbrances or demands or claims are found to be existing or made in respect of the schedule property, the Land Owner agrees to indemnify and keep indemnified the Developer against the same and also clear and/or remove the same at his own costs and expenses and assures that the Developer is handed over an unencumbered property and that there is no obstruction, interruption or objection to the Developer's right to carry on development of the said property and to enter into agreement for sale of the plots to be developed by them on the said property.

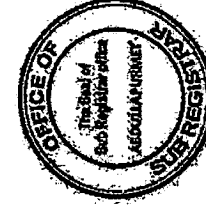
C. INDEMNITY:

9. The Land Owner shall be kept indemnified and harmless by the Developer against any loss, liability, cost or claim, action or proceedings that may arise against them or their share of area by reason of any failure attributable to the Developer in discharging its liabilities/obligations under this agreement, excluding obligations of the Developer which are dependent on performance of reciprocal covenants by the Land Owner.


 For Sri Jagadishwappa Infra Projects
 Partner

For SHIV DEVELOPERS

 Authorized Signatory



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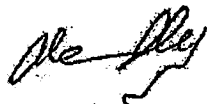
10. The Developers shall be fully and solely liable and responsible to the Government, HMDA / G.H.M.C., and other authorities for the due compliance of all statutory requirements and to the third parties with whom the Developers shall enter into any agreement, arising out of actions solely attributable to the Developer.

D. AREA AND ENTITLEMENT:-

11. The Land Owner are entitled to retain 55% of plotted area in the layout in addition to the common areas and open spaces etc. in terms of this Development Agreement and the Land Owner will be entitled to enjoy, retain, mortgage, gift, dispose of the same together with all other rights over the common areas and open spaces etc. in the Schedule Property.
12. The Developer or their nominees will be entitled to convey 45% of the share in the schedule property or right to retain the corresponding 45% of the plotted area in the layout in addition to the common areas and open spaces etc. The Developer shall be entitled to retain, mortgage, gift, dispose of the same together with all other rights over the common areas and open spaces etc. in the Schedule Property.
13. The respective party shall be alone entitled to the proceeds of their respective share and shall also be liable for the payment of the statutory dues for such proceeds.

E. COMPLETION OF PROJECT:-

14. It is mutually agreed that the Developer shall complete the layout, subject to clauses herein below, in all respects within a period of 18 months with a grace period of 3 months from the actual date of final plans being sanctioned by the concerned authority. The stipulated time to complete the work shall not apply if the delay caused for construction by act of God, Natural Calamities, Riots etc, Governmental orders, court litigation (with or without restraint order) which are beyond the control of the parties of the Second Part/Developer.
15. The Developer shall be entitled to corresponding extension of time for securing completion of the works in case of unavoidable circumstances which are beyond the control of the Developer. If the delay, in completion of construction or obtaining completion certificate, permanent connection of electricity and water is caused due to any eventuality of force majeure, vis. major, civil commotion, non-availability of material or any act of God or due to any act or omission of the Land Owner having the effect of legally bringing to stop to the work undertaken by the Developer, not being caused due to the fault of the Developer.



For Sri Jagathiswapna Infra Projects

Partner

For SHIV DEVELOPERS

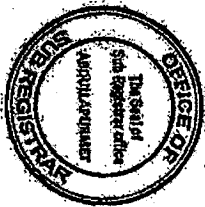
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16. That, the Developer is entitled to include any other land owned by other persons, which are contiguous or not to the schedule land by offering the same on different terms to the Land Owner of such (contiguous or not) lands and the Land owner shall not have any objection to the addition of such (contiguous or not) land to the layout area or to the terms of the development, which may be arrived at, between the Land Owner of such (contiguous or not) lands and the Developer.

F. APPOINTMENT OF ARCHITECTS, CONTRACTS, ENGINEERS:-

17. The Developer at its own cost will be entitled to engage Architects, Contractors and other Agencies, Engineers, Supervisors, Staff, Labour, Workmen etc. required for the execution and completion of the construction work.
18. It is specifically agreed that it shall be the sole responsibility of the Developer to comply with all statutory requirements/obligations/liabilities etc. during the period of development.

G. POSSESSION:-

19. The Land Owner has hereby permitted the Developer to enter upon the schedule property for carrying out the works in terms of this agreement.

H. EXECUTION OF DOCUMENTS:-

20. On signing of this Development Agreement, if required, the Land Owner shall within 15 days of the receipt of required papers, from the Developer execute all such papers and documents required for the purpose of plan sanctions for the Transco., Hyderabad Metropolitan Development Authority / Greater Hyderabad Municipal Corporation / Directorate of Town and Country Planning / Gram Panchayat, H.M.W.S.S., Revenue, Fire Services Department, Airport Authority etc. or such other authorities for getting permissions, sanctions, no objection certificates, clearances, permits etc. for the effective development and completion of the project. If there is delay on the part of the Land Owner in execution of such papers, the Developer will be entitled to corresponding extension of time for completion of its obligation.

I. NAME OF THE PROJECT:-

21. The name for the Entire layout to be Plotted decided by the both the Land Owner and the developer joint on mutual consensus is "Indukuri Newtown"



For Sri Jagadishwappa Infra Projects

Partner

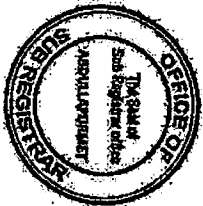
For SHIV DEVELOPERS


Authorised Signatory



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J. TAXES, DEPOSITS, MAINTENANCE ETC.:-

22. The Land Owner and the Developer and or any one claiming through or under them shall pay the respective corporation taxes, cess, assessments, charges for electricity, water and sanitary and other services and outgoings payable in respect of their respective Plotted area from the date of delivery of possession of the same or on the expiry of one month from the date of service of a written intimation sent by registered post with acknowledgement due to the Land Owner or his/their nominee intimating to him/them of the fact that their share of Plotted area is complete and is ready for delivery in all respects.
23. The Land Owner and the Developer or anyone claiming through them, shall from the date of completion of Land Owner share of plotted area in all respects, for which an intimation has been sent by the Developer to the Land Owner, maintain their respective portions at their own cost in good and tenable condition and shall not do or suffer to be done anything in or to the said premises and Common utilities, which may be against law or which will cause obstruction or interference to the users of such common areas; utilities, etc.
24. The Land Owner and/or the transferees in regard to the Land Owner plotted area and the Developer and/or their nominee in respect of the Developer's share shall become members of the Association to be formed by all the holders of plots for the purpose of attending to regular maintenance and safety of the layout and all matters of common interest and concern and shall abide by the terms/conditions/bye-laws, Rules and Regulations of such association.
25. It is agreed that both the Developer and the Land Owner shall be liable to contribute to the Corpus Fund that may be started for taking care of the major repairs, major expenses etc. in respect of the layout and therefore, both the Developers and the Land Owner agreed that they shall suitably inform and bind the purchasers of their respective Plotted areas in this regard.



For SHIV DEVELOPERS

Authorised Signatory

For Sri Jagatheswara Infra Projects

Partner

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K. OWNER'S ASSOCIATION:-

26. The Owner and the Developers and/or the transferee or their successors-in-interest shall along with the other co-owners of the plots in the layout become the members of the Association to be formed for the purpose of maintenance of the layout. The parties hereto shall pay their respective share of maintenance deposits and/or charges to the owner's association or the maintenance company as may be formed or appointed on completion of the layout. If for any reason, the Owner's Association is not formed by that time, the same (including GST) shall be paid to the Developer or their nominee till the formation of the Association. Any amounts in the hands of the Developer at the time of formation of the Owner's Association will be handed over within 10 days of the formation of such Owner's Association.

L. PAYMENT OF INCOME TAX ETC.:-

27. The Income Tax, Wealth Tax etc. if any payable shall be paid by the Owner and Developer in respect of their respective shares in the plotted area.

M. NO PARTNERSHIP:-

28. The Development contemplated by this Agreement is not in the nature of a Partnership as contemplated either by the Indian Partnership Act, 1932 or by the Income Tax Act, 1961.

29. The parties hereto will be entitled to make such application either jointly or severally for seeking exemptions as may be available under any of the State or Central Statutes including but not limited towards the Stamp Duty, Registration Fee, Income Tax, Sales Tax, Excise Duty etc, if any.

N. MISCELLANEOUS:-

30. NOTICES:- Except as otherwise expressly provided therein, all notices and other communications provided for hereunder shall be in writing and shall be transmitted [i] by post, pre-paid registered mail /email or by internationally recognized courier service or [ii] by facsimile transmission or by cable, confirmation copies to be sent by mail, to the parties hereto as follows, as elected by the party hereto giving such notice.

For Sri Jagathewapna Infra Projects

Partner

For SHIV DEVELOPERS

Authorised Signatory



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31. Either party may from time to time change its address or representative for receipt of notices or other communications provided for in this Agreement by giving to the other side not less than 10 days prior written notice.
32. LANGUAGE:- All documents to be furnished or communications to be given or made under this Agreement shall be in the English Language.

O. AMENDMENT OF WAIVER: -

33. Neither this Agreement nor any of the terms hereof may be amended, change, waived, discharged unless such amendment, change, waiver, discharge is in the writing signed by all the parties hereto.
34. No forbearance, indulgence or relaxation of any party at any time to require performance of any provision of this Agreement shall in any way affect, diminish or prejudice the right of such party to require performance of the same provision and any waiver or acquiescence by any party of any breach of any provision of this Agreement shall not be construed as waiver or acquiescence of any continuing or succeeding breach of such provisions, a waiver or any continuing or succeeding breach of such provisions, a waiver of any right under or arising out of this Agreement or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.
35. Both parties agree to enter into any supplementary agreement as per the exigencies that may arise, which will form part of this agreement.
36. Any additions, modifications and amendment of this Agreement shall be in writing and shall be signed by both the parties.
37. Any accident or any compensation thereof to the Labour / Workmen or any such demands for compensation for injury in the course of construction on the schedule property and wages of Labour / Workmen shall be borne entirely by the Developer or its sub-contractors and the Land Owner shall not be responsible or liable for any such claim(s) whatsoever.

[Handwritten signature]

For SHIV DEVELOPERS

[Handwritten signature]
Authorised Signatory
Authorised Signatory

For Sri Jagathewapna Infra Projects

[Handwritten signature]
Partner

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P. DISPUTE RESOLUTION & ARBITRATION:-

38. The parties hereto agree that in the event of there being any dispute on any issue, including validity or enforceability of the terms of this agreement, whether during the term of this agreement or subsequent thereto, or interpretation of any of the terms of this Agreement, the same shall be referred to the Arbitration in terms hereof. Arbitration shall be conducted as follows:-

- a. All proceedings in any arbitration shall be conducted in English.
- b. The dispute shall be referred to a sole arbitrator mutually agreed by the Land Owner and Developer.
- c. The arbitration award shall be final and binding on the parties and the parties agree to be bound thereby and to act accordingly.
- d. Venue and Seat of such Arbitration Tribunal shall be at Hyderabad.
- e. The Arbitration Proceedings shall be governed by the Arbitration and Conciliation Act, 1996, as amended from time to time.

Q. STAMP DUTY AND CUSTODY OF AGREEMENT:-

39. The original of this Development Agreement shall be with the Developer and the Duplicate copy thereof shall be retained by the Owner.

40. The Stamp duty and registration fee on this joint development agreement all related documents shall be borne by the Developer.

41. The Land Owner has already handed over all necessary originals of documents and certificates required by the Developer to obtain necessary permission and sanctions from the Directorate of Town and Country Planning/ H.M.D.A. and concerned authorities. The Developer shall retain possession of all originals and link documents, which may be needed for periodical inspection by financial institutions / banks, statutory authorities, etc. After completion of the development works, the originals shall be handed over to the owners welfare association.

R. MORTGAGE & FINANCIAL ASSISTANCE:-

42. The Land owner agreed and undertakes to create mortgage of the required extent of the plotted area in favour of HADA / HMDA (as shall stipulated by HADA / HMDA) for granting provisional sanctions. However, the DEVELOPER shall bear the necessary stamp duty and registration charges etc., for creation of a mortgage deed in favour of HADA / HMDA. The parties hereby agree that such land to be mortgaged will be selected by the concerned authority as per their sole discretion and same shall be binding on both the parties herein above irrespective of the entitlement of the parties hereto. The Parties further agree that such plotted area mortgaged to the Local authorities shall be apportioned proportionately between the Land Owner and Developer.

[Signature]

For SHIV DEVELOPERS

For Sri Jagadishwara Infra Projects

Partner

[Signature]
Authorised Signatory



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Sub Registrar
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Abdullahpurnet

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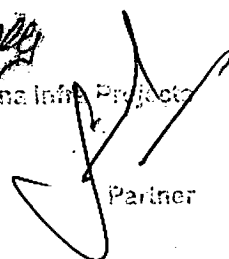
43. That the Owner does not have any objection and hereby consents to the Developer in offering its share in the Schedule Property as security, creating mortgage etc for raising finance to undertake the development of land. The Owner hereby authorize the Developers to execute the documents; mortgage deeds etc may be required for creation and perfection of security in favour of lenders.
44. That the developer or it's share of purchasers would be entitled to pledge, mortgage its share of allotted area with any bank or financial institute and the Land Owner has no objection for the same. However, the liability to pay and clear up such loan/s, interest, etc would that be of Developer or such prospective purchaser from the Developer's share. That in the event the Financial institutions call upon the Land Owner to sign the papers for availing loans the Owners shall sign the necessary papers immediately as and when called upon for mortgaging the plots/villas falling to the share of the Developer only.
45. Likewise, if any loan or financial assistance is availed by the Land Owner or prospective purchaser from the share of land owner, then the liability to pay and clear up such loan/s, interest, etc would that be of land owner or such prospective purchaser from the land owner share.

S. PAYMENT OF STAMP DUTY & REGISTRATION CHARGES ETC. FOR THE PLOTTED AREA AND THEIR RESPECTIVE UNDIVIDED SHARE IN THE SCHEDULE PROPERTY:-

46. The stamp duty and registration charges in respect of the registration of Agreement/Sale Deeds pertaining to the share of the Developer, as contemplated above, shall be borne by the Developer or their nominee/s and that in respect of the plots fallen to the share of the owner by the Owner or his nominee/s.

T. AUTHORITY TO THE DEVELOPER:-

47. In consideration of the obligation undertaken by the Developer in the schedule property, the Land owner hereby authorize and grant power to the Developer, represented by Mr. I. Dayakar Reddy, S/o I. Prabhakar Reddy, aged about 42 years, Occ: Service, R/o Villa No 313, Indu Fortune Fields, KPHB, Hyderabad -72 to do several acts, deeds and things more particularly


 or I. Jagatheswara Infra Projects

 Partner

For SHIV DEVELOPERS

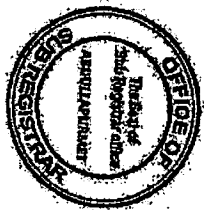

 Authorised Signatory



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Abdullapurmet

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set out herein below including the power and authority to be my attorney to execute any transfer, sell, conveyance in their own favour or their nominees, if they so desire without seeking no objection in any manner whatsoever from the Land owner at the time of such conveyance in their favour and do to all or any of the following acts :

- a) To represent the Land Owner and to act for the Land owner before all Government, Statutory, Local and other Authorities as also Courts and Tribunals in regard to or in connection with the schedule property.
- b) To have the plans prepared for layout or constructions in the schedule property by engaging Architects and Structural Engineers and other Consultants.
- c) To make representations, file affidavits, applications, documents, necessary for the purposes of obtaining permission, clearances, exemptions, sanctions required under any statute for the construction , development on the schedule property before the Government of Telangana., Hyderabad Metropolitan Development Authority, Greater Hyderabad Municipal Corporation, Directorate of Town and Country Planning, Gram Panchayat, Police, Revenue, Fire Services, Airport Authority etc. Central Government or any appropriate authority under any State or Central Statute,
- d) To pay all rates/taxes/cess in regard to the schedule property as also the charges for electricity/water consumed and pay all deposits/charges/fees/ contribution and other levies required for obtaining licenses/sanctions/ clearances/permissions and to obtain receipts therefore.
- e) To apply for and obtain commencement certificate, completion/occupancy certificate (if applicable) and other permissions required for formation of layout, construction, completion and occupation of any layout in the schedule property.
- f) To apply for and obtained necessary clearances, permissions, consents require for development of the schedule property.
- g) To apply for and obtain from the concerned authorities [including GHMC, T.S.Transco., H.M.W.S.S. Board or any statutory authority, State or Central Government that is required for sanctions, licenses, consents/ permissions/ No Objection Certificates/Commencement Certificates/ Occupancy Certificates/ Amendments/ Modifications, for such demolition and construction of building etc. in the schedule property and to apply for obtaining electrical, water and sanitary connections, and in that behalf to sign and execute all applications, affidavits, declarations, indemnities, plans, documents etc.

For Shivagatha Infra Projects

Partner

For SHIV DEVELOPERS

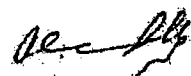
Authorised Signatory

No

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- h) To appear for and represent before any Government, Statutory, Local Revenue, Tax and other Authorities as also Courts and Tribunals in regard to the schedule property.
- i) To submit applications, affidavits, statements, returns to the Government of Telangana and/or the authorities under any state of central statue, to obtain necessary clearances, exemption, sanctions and permissions required under the Act.
- j) To enter into agreements for sale, Sale deeds, , conveyances, alienations, etc with regard to 45% share in the schedule property or any portions/shares thereof of the Developer or enter into any kind of agreement/s on such terms as our attorney deems fit and to get the agreement/s registered.
- k) To transfer and convey by way of sale, with regard to 45% share in the schedule property or any portions/shares of the Developer and execute necessary deeds of sale/conveyance in favour of the intending purchasers/transferees and do everything necessary for completing the sale/conveyance/transfer of the same including execution of Sale Deeds[s] presentation of the Sale Deed[s] and admitting execution thereof as well as to sign and execute all forms, affidavits, applications, statements, declarations, forms, returns and represent before the concerned Statutory authorities , SRO etc with regard to registration of the agreements, deeds etc
- l) To receive the consideration for sale/transfer/conveyance, as also advances, earnest money deposits, part payments and balance payments in regard to the sale/conveyance/transfer of with regard to 45% share in the schedule property or any portions/shares thereof of the Developer and issue receipts and acknowledgements thereof.
- m) To apply for and obtain clearances required for the registration with regard to the layout in the schedule property or any portions/shares thereof for and on my behalf and to pay such dues as may be necessary for the purpose of obtaining such clearances certificate/s from the concerned authority.
- n) To raise finance for development of the Schedule Property by creation of mortgage, offering the Developer' s share of 45% in the schedule property as security to Banks/Financial Institutions and any third party financiers ,
- o) To apply for and obtain permission/no objection certificate under any of the provisions of the I.T. Act, 1961 and/or to appear before competent authority or appropriate authority as the case may be under the provisions of any law for the


For Sri Jagathiswanna Infra Projects

Partner

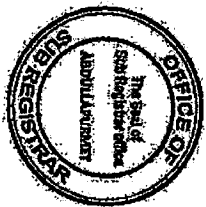
For SHIV DEVELOPERS


Authorised Signatory



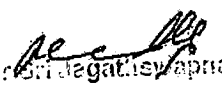
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Abdullapurmet

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time being in force, for obtaining the permission for the transfer with regard to share in the schedule property or any portions/shares thereof, if so required.

- p) To institute, prosecute and defend all legal revenue, tax and other proceedings relating to the schedule property and the development and to settle, withdraw, compromise, compound any suit or proceedings.
 - q) To sign and execute pleadings, applications, petitions, vakalats, affidavits, declarations, memorandum of appeal, revision and review to be filed before any Court, Tribunal or Authority or Arbitration/s with regard to the schedule property and the development.
 - r) To produce documents and obtain return thereof, to give evidence and to engage and instruct counsel in regard to any proceedings relating to the schedule property and the development thereon.
 - s) To execute any deeds of ratification and rectification with regard to any documents, already executed pursuant to this power of attorney and to present such deeds of ratification and rectification and to admit execution thereof and to sign such forms, applications, statements, ratification and rectification etc., with regard thereto.
 - t) To execute any deeds, or such transfer documents as the attorney may deem fit with regard to 45% share in the schedule property or any portions/shares thereof including presentation of such deeds and admit execution of such deeds and to sign all such affidavits, applications, forms etc. required for the registration thereof, and to complete all formalities of such documents.
 - u) To execute mortgage deed/s in favour of statutory authorities for obtaining layout permission for any portion of the schedule property.
 - v) Generally to do all other acts, deeds and things necessary in regard to the management, development, maintenance of the schedule property and disposal of layout in the schedule property.
 - w) The owner hereby authorize and empower developer represented by Mr.I.Dayakar Reddy to sub delegate all or any of the aforesaid powers as set out in Clauses above .
48. The Land Owner hereby agree and undertake to ratify and confirm all and whatsoever the Land Owner ' s said attorney i.e.,Developer represented by Sri I.Dayakar Reddy or his sub-delegatee may lawfully do pursuant to this Power of Attorney.


 For SHIV DEVELOPERS
 Partner

For SHIV DEVELOPERS


 Authorised Signatory



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**STATEMENT REGARDING THE MARKET VALUE OF THE SCHEDULE
PROPERTY**

*(Under Rule 3 of T.S.(A.P) (Prevention of Under Valuation) Instruments-
Rules, 1975:*

<i>Total in Acres</i>	<i>Rate Per Acre</i>	<i>Total Market Value</i>
<i>Ac.16-00 Gts.</i>	<i>Rs.20,00,000/-</i>	<i>Rs.3,20,00,000/-</i>

SCHEDULE OF PROPERTY:

All that part and parcel of Agricultural dry land bearing Sy No.293/2^{es} Ac: 16-00 gun-
tas at Bandaravirala Village and Grampanchayath, Abdullapurmet Mandal, Ranga
Reddy Dist, at SRO Abdullapurmet, bounded by:

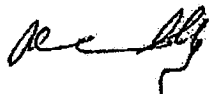
NORTH : land owned by Rama Rao & Others
SOUTH : land owned by D.Naveen Reddy
EAST : land owned by Vinay Dantapally Kumar
WEST : Neighbour land

As clearly shown in Red colour in the plan annexed hereto;

**Annexure - A
(Specifications)**

Infrastructure/Amenities

- 1) Best designed Entrance Arch
- 2) 6 ft Height Compound Wall
- 3) Concrete Roads
- 4) Underground drainages
- 5) Underground Electricity
- 6) Water supply through OH Tank
- 7) Water harvesting Pits
- 8) Avenue Plantation



For SHIV DEVELOPERS

Authorised Signatory

For Sri Jagathiswappa Infra Projects

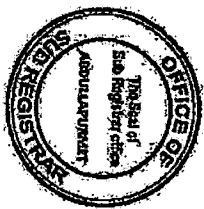
Partner



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Abdullapurmet

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IN WITNESS WHEREOF the parties of the agreement have signed this agreement on the day, month and the year first aforementioned in the presence of the witnesses mentioned below.

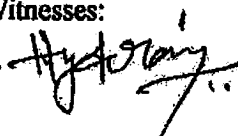
For SHIV DEVELOPERS

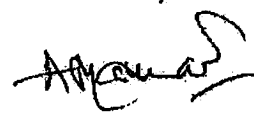

Authorized Signatory

DEVELOPER

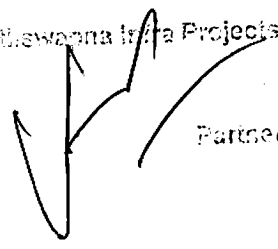

OWNER

Witnesses:

1. 

2. 

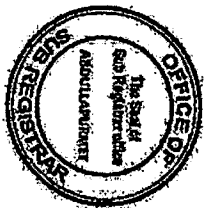
For Sri Jagathiswanna Infra Projects


Partner

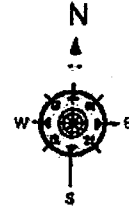


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Abdullapurmet

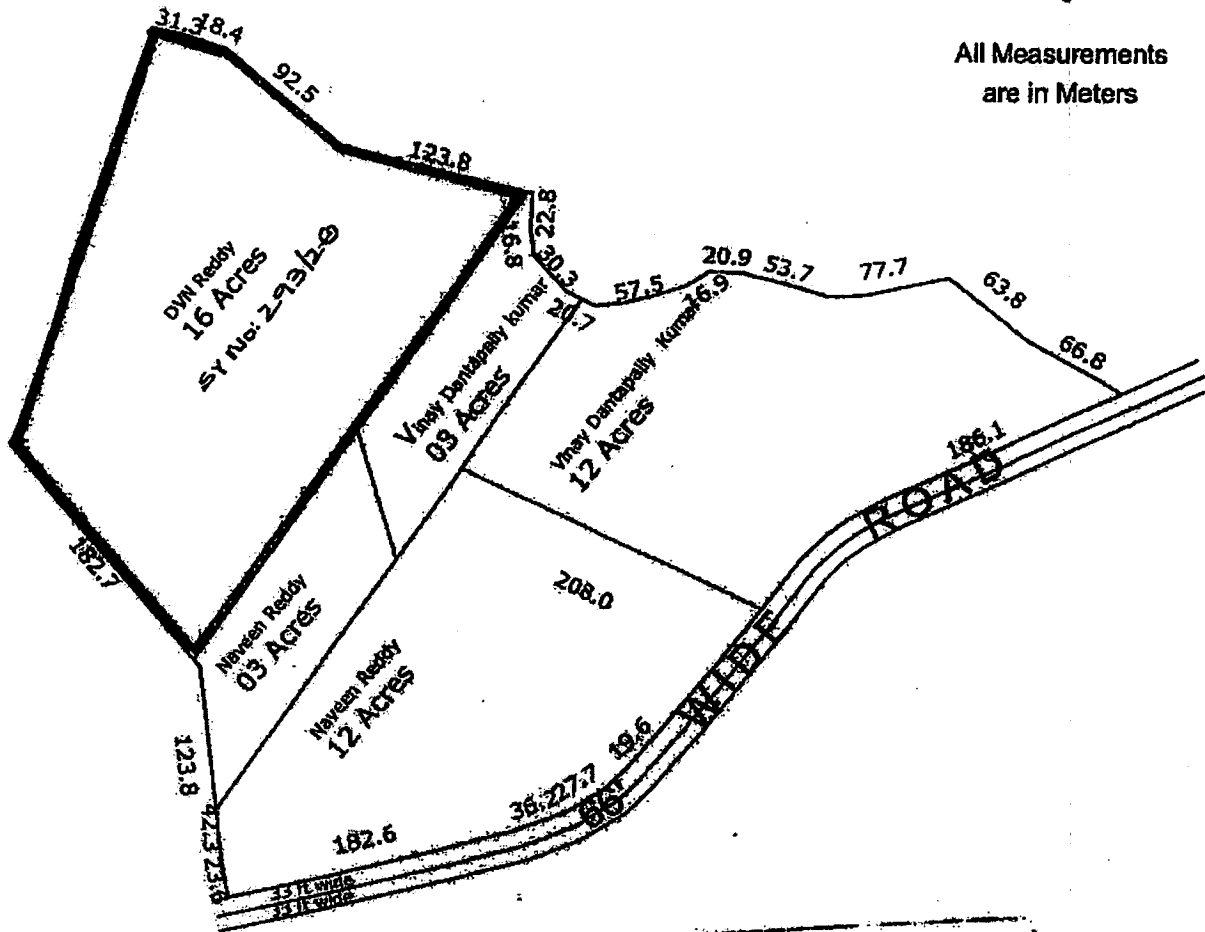
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MAP SHOW IN THE LOCATION SKETCH OF SY. NO. 293/2 SITUATED AT
BANDA RAVIRALA VILLAGE, ABDULLAPURMET MANDAL, RANGA REDDY DISTRICT.
EXTENT : Ac. 46-00 Gts.



All Measurements
are in Meters



For SHIV DEVELOPERS

Authorized Signatory

For Sri Jagadishwara Infra Projects

Partner



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SHIV DEVELOPERS

(Registration No.42/2020)

973/A, Road No.49, Jubilee Hills, Hyderabad – 500 033

EXTRACTS OF THE RESOLUTION PASSED BY THE PARTNERS OF M/S SHIV DEVELOPERS (Registration No 242/2020) AT 10.00 AM ON 26th FEBRUARY, 2020 AT THE REGISTERED OFFICE OF THE COMPANY AT 973/A , ROAD NO 49 , JUBILEE HILLS, HYDERABAD -500033

“ RESOLVED THAT, Mr.I.Sidharth Reddy, S/o I.Syam Prasad Reddy, Managing Partner, be and is hereby authorize to sign the Development agreement cum General Power of Attorney with regard to development of land admeasuring Acres 16-00 guntas situated in Sy. No.293/2nd at Bandaravirala Village and Gram Panchayat, Abdullapurmet Mandal, Ranga Reddy from Mr.D.Venkat Narasimha Reddy .

RESOLVED FURTHER THAT, Mr.I.Sidharth Reddy be and is hereby authorized to represent the partnership firm before the concerned statutory authorities for registration of the Development Agreement cum General power of attorney and do all such acts deeds as may be required for execution and registration of the Development Agreement cum General power of attorney.”



“Certified to be True”

For SHIV DEVELOPERS

Managing Partner

Partner

For Sri Jagathiswepnu Infra Projects

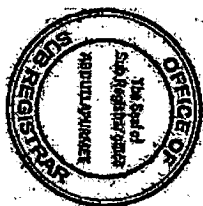
Partner



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Abdullapurmet

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తెలంగాణ ప్రభుత్వము
పట్టాదారు పాసు పుస్తకం
భూమి యోజనాని హక్కు పత్రం

జిల్లా: రంగారెడ్డి

డివిజన్ : ఇబ్రహీంపట్నం

మండలం: అబ్దుల్లాపూర్

గ్రామం : బండరాచిర్యాల

పాస్ బుక్ నెం. :

T05010100686



ఫారా నెం. : 423

1. పట్టాదారు పాసు ఇంటిపేరులో: వెంకట సర్వంబాళ్యం చిట్టెచెల్లి
2. లింగం/వర్గము : అయ్యదురెడ్డి
3. స్త్రీ/పురుషుడు : Male
4. దీరునామా : బండరాచిర్యాల
5. కులము : General
6. ఆధార్ నెంబర్ : XXXXXXXX0305
7. పట్టాదారు నందకం ఎడమ / కుడి చేతి పరిమితు



అధికారి
తహశీల్దార్ సందకం

01

T05010100686

T05010100686

తెలంగాణ ప్రభుత్వము

జిల్లా: రంగారెడ్డి
డివిజన్ : ఇబ్రహీంపట్నం
గ్రామం : బండరాచిర్యాల

జిల్లా: రంగారెడ్డి
మండలం: అబ్దుల్లాపూర్

02

తహశీల్దార్ భూమి వివరములు పేజీ : 27-12-2018					
క్ర.సం.	సర్వే నెం/ సబ్ డివిజన్ నెం.	వస్తీక్రము ఏ.రు.	భూమి హోదాస్ వర్గం	రిమాన్యులు	తహశీల్దార్ సందకం
1	293/29	16.0000	పట్టాదారుడు	పట్టా	సర్వే నెం/ సబ్ డివిజన్ నెం.
మొత్తం వస్తీక్రము		16.0000			

అధికారి

For Sri Jagadhiswara Infra Projects

Partner

03

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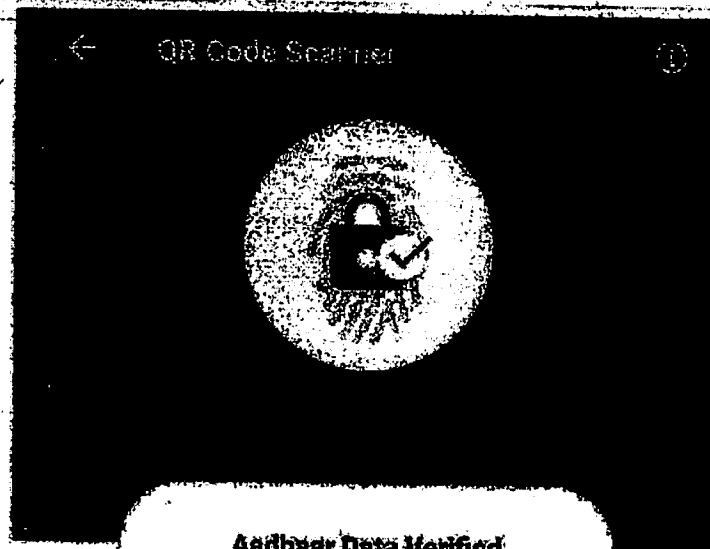
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WITNESS
Hyderabad
Murali



Aadhaar Data Verified

UID 945771290805
NAME Narsimha Reddy D V
GENDER Male
DATE OF BIRTH 06/03/1930
MOBILE No mobile number available
EMAIL No email address available
ADDRESS: S/O D A Reddy, 6-3-873/1
FLAT NO 30 4 ARJUN
APARTMENTS, Hyderabad,
Andhra Pradesh-500082

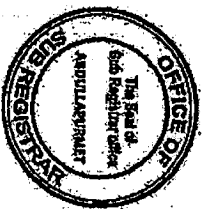
For SHIV DEVELOPERS

Authorized Signatory



FOR SHIV DEVELOPERS

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Abdullapurmet



అధికారి / Enrolment No.: 1171/00312/04789

To: **Indira Srinivas Reddy**
(సంపూర్ణ కుటుంబ సంక్షేమ కార్యక్రమం)
S/O Indira Srinivas Reddy
Flat No. 373A
6-3-873/1
ARIEEN APARTMENTS
NEAR FAMILYPAN PLANNING OFFICE
SOMAJIGUDA
Hyderabad
Andhra Pradesh - 500082

Date: 29/07/2011



UA 87995430 1.1A

మీ ఆధార్ సంఖ్య / Your Aadhaar No. :
5797 8360 8428

ఆధార్ - సామాన్య నివాసి హక్కు



Indira Srinivas Reddy

పుట్టిన సంవత్సరం / Year of Birth : 1985
పురుషుడు / Male

5797 8360 8428



భారత ప్రభుత్వం
Unique Identification Authority of India

అధికారి / Enrolment No.: 0000/00114/06286

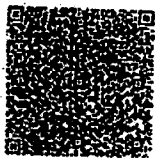
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Narsimha Reddy D V
S/O D A Reddy
6-3-873/1 FLAT NO 30 4 ARIEN APARTMENTS
NEAR FAMILYPAN PLANNING OFFICE
SOMAJIGUDA
Hyderabad
Andhra Pradesh 500082
9848428774

12/10/2011

188307689



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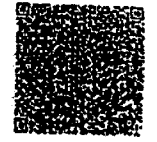
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నర్సింహ రెడ్డి డివి
Narsimha Reddy D V
పుట్టిన తేదీ / DOB : 06/03/1930
పురుషుడు / Male

9457 7129 0305



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Sub-Registrar
Dullapurmet

Government of India

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Download Date | 6/27/16 2:23

Issue Date: 09-02-2017

మీ ఆదేశం నంబర్ / Your Address No. :

8652 2788 9409
VAC: 671 600-2567 (ext. 600)

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Issue Date: 04/02/2017

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Download Date: 5/20/2020



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Government of Telangana
Registration And Stamps Department

1790/2020

Payment Details - Citizen Copy - Generated on 28/02/2020, 02:53 PM

SRO Name: 1531 Abdullapurmet

Receipt No: 1814

Receipt Date: 28/02/2020

Name: D.VENKAT NARSIMHA REDDY

CS No: 1814 / 2020

Transaction: Development Agreement Cum GPA

Challan No:

E-Challan No: 645XTN260220

Chargeable Value: 32000000

DD No:

Challan Dt:

E-Challan Dt: 26-FEB-20

Bank Name:

DD Dt:

Bank Branch:

E-Challan Bank Name: SBIN

E-Challan Bank Branch:

Account Description

Amount Paid By

	Cash	Challan	DD	E-Challan
Registration Fee				20000
Deficit Stamp Duty				420000
User Charges				200
Total:				440200

In Words: RUPEES FOUR LAKH FORTY THOUSAND TWO HUNDRED ONLY

Prepared By: NAGACHARY

Signature by GR

For Sr. IAS Swarna Infra Projects

Partner