

SCANNED

Doc No: 4707/2022

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తెలంగాణ తెలంగాణ TELANGANA

Sl.No. 921, Dated: 05-09-2022, Rs.100/-
Name: VARTHIA DEVULA NAIK
S/o LATE TARYA NAIK
R/o MOKILA
For Whom: M/S PRANEETA DEVELOPERS.

Reddy

AS 377421

N. NARENDER REDDY
LICENSED STAMP VENDOR
License No: 18-24-014/2019
Renewal No: 18-24-030/2022
H.No: B-40/30/1,
Shankarpally (V&M), R.R. Dist.
Cell: 9640914020

DEVELOPMENT AGREEMENT-CUM-GENERAL POWER OF ATTORNEY

This Development Agreement cum General Power of Attorney is made and executed on this the 20th day of **September, 2022** at Shankarpally by and between:

SMT. SHAMS KHATOON, D/O LATE MOHAMMED KARAM ALI KHAN, Aged about **71** years, Occ: Household, Resident of H-No.16-4-131, Chanchalguda, Saidabad, Hyderabad-500024, TELANGANA State. [**Aadhaar No: 2555 8935 3428, PAN No: CPM PK 7004R**]

(Hereinafter to be called and referred to as the "**LAND OWNER**" which term unless repugnant to the context or meaning thereof shall mean and include all his legal heirs, successors, executors, administrators and assignees etc.,)

IN FAVOUR OF

M/s PRANEETA DEVELOPERS, [PAN NO: AAWFP7202M] a partnership firm registered under the Indian Partnership Act, 1932, having its registered office at H-No.6-190/1, Mokila Village, Shankarpally Mandal, Ranga Reddy District. Telangana State-501203, represented by its Managing Partner: **SRI VARTHIA DEVULA NAIK**, S/o Late Varthia Tarya Naik, aged about **44** years, Occ: Business, Resident of H-No. 6-109, Mokila Village, Shankarpally Mandal, Ranga Reddy District-501203, TELANGANA State. [**Aadhaar No: 6640 3657 9482**]

(Hereinafter to be called and referred to as the "**DEVELOPER**" which term unless repugnant to the context or meaning thereof shall mean and include its directors, successors, representatives, executors, administrators and assignees etc.,)

For PRANEETA DEVELOPERS

Shams Khatoon

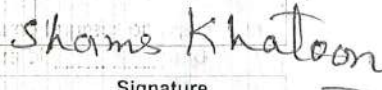
[Signature]

Authorised Signatory

Presentation Endorsement:

Presented in the Office of the Sub Registrar, Shankarpally along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 100000/- paid between the hours of _____ and _____ on the 20th day of SEP, 2022 by Sri Shams Khatoon

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

SI No	Code	Thumb Impression	Photo	Address	Signature/Ink Thumb Impression
1	CL			VARTHIA DEVULA NAIK[RJM/S PRANEETA DEVELOPERS R/O. 6-109 MOKILA, SHANKARPALLY, RANGA REDDY	
2	EX			SHAMS KHATOON D/O. LATE MOHAMMED KARAM ALI KHAN R/O. 16-4-131 CHANCHALGUDA SAIDABAD, HYDERABAD, TELANGANA	

Identified by Witness:

SI No	Thumb Impression	Photo	Name & Address	Signature
1			M MADUSUDHAN REDDY BHULKAPUR	
2			MOHAMMED ABBAS ALI KHAN HYDERABAD	

20th day of September, 2022

Signature of Sub Registrar
Shankarpally**E-KYC Details as received from UIDAI:**

SI No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXX3798 Name: Mohammed Abbas Ali Khan	S/O Mohammed Javeed Khan, Saidabad, Hyderabad, Telangana, 500024	
2	Aadhaar No: XXXXXXXX7892 Name: Manikonda Madhusudhan Reddy	S/O Manikonda Pratap Reddy, Bhulkapur, K.v. Rangareddy, Telangana, 501203	
3	Aadhaar No: XXXXXXXX3428 Name: Shams Khatoon	W/O Mohd Javeed Khan Late, Hyderabad, Hyderabad, Andhra Pradesh, 500024	

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రంగారెడ్డి జిల్లా

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RECITALS:**WHEREAS:**

- A) The LAND OWNER (**SMT. SHAMS KHATOON**) is the absolute Owner and Possessor of the Agriculture land bearing in **Survey No.85**, an extent of **Ac.10-00.Guntas**, Situated at **MOKILA** Village, SHANKARPALLY Mandal, RANGA REDDY District, TELANGANA State, hereinafter referred to as the **"Schedule Property"** and more fully described in the Schedule property having acquired the same by the virtue of registered **Gift deed No. 4408/2016**, Dated: 16-08-2016 registered in the office of the **Sub-Registrar of SHANKARPALLY**, Ranga Reddy District., and the land Owner got the pattadar pass book-cum-title deed Number **T05240070872** and **Khata No: 3009** issued by the Tahsildar Shankarpally Mandal, Ranga Reddy District, Telangana State.

Whereas the LAND OWNER has obtained proceeding for conversion of agricultural land to **Non-Agriculture** land from Revenue Divisional Officer, Chevella Division, Ranga Reddy District, **Vide proceeding No.2200883112**, Dated: 19-09-2022 issued by the Tahsildar Shankarpally Mandal, Ranga Reddy District, Telangana State.

- B) The Developer is in the business of real estate development, has required expertise, financial and managerial capabilities, men and machinery to undertake the development of the **"Schedule Property"** and the Land owner have offered the **"Schedule Property"** for development and the Developer herein evinced interest in development of the **"Schedule Property" along with the other adjoining Lands** (the total extent of land including the Schedule Property and the adjoining lands over which the development is proposed shall be referred to as the **"Project Land"**) **into** villa Community, by converting the same into Residential Villas and by constructing Villas, by obtaining all the requisite permissions from the concerned Governmental Authorities/Department either from HMDA/ Local Authorities etc., for the proposed project.
- C) The Land owner and the Developer have agreed and negotiated to develop the Schedule Property and have arrived at an Agreement and undertaking the Development of the Schedule Property which terms are reduced into writing as under:

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

1. DEFINITIONS:

- 1.1 It is expressly agreed between both the parties that the following words and phrases whenever they occur in this agreement, unless repugnant to the context shall be deemed to mean as hereunder:

- i. **Agreement:** means this agreement including Schedules, Annexure/s and any amendments, addendums, thereto and any supplementary agreements made pursuant to and agreed upon by the parties and in accordance with the provisions of this Agreement shall be read as part and parcel of this Agreement.

For PRANEETA DEVELOPERS

Shams Khatoon


Authorised Signatory

E-KYC Details as received from UIDAI:

SI No Aadhaar Details

Address:

Photo

4

Aadhaar No: XXXXXXXX9482

Name: Varthya Devula Nayak

S/O Varthya Tharya Nayak,
Mokila, K.v. Rangareddy, Telangana, 501203



Endorsement: Stamp Duty, Tranfer 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	4677200	0	0	0	4677300
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	100000	0	0	0	100000
User Charges	NA	0	1000	0	0	0	1000
Mutation Fee	NA	0	0	0	0	0	0
Total	100	0	4778200	0	0	0	4778300

Rs. 4677200/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 100000/- towards Registration Fees on the chargeable value of Rs. 467720000/- was paid by the party through E-Challan/BC/Pay Order No ,596VCY200922 dated ,20-SEP-22 of ,SBIN/

Online Payment Details Received from SBI,e-P

(1). AMOUNT PAID: Rs. 4778250/-, DATE: 20-SEP-22, BANK NAME: SBIN, BRANCH NAME: , BANK REFERENCE NO. 2149171558233,PAYMENT MODE:CASH-1001138,ATRN:2149171558233,REMITTER NAME: PRANEETA DEVELOPERS,EXECUTANT NAME: SHAMS KHATOON,CLAIMANT NAME: PRANEETA DEVELOPERS)

Date:

20th day of September,2022

Signature of Registering Officer
Shankarpally

1వ సెప్టెంబర్ 2022 నంబర్.శ. 1944
సంఖ్య.4707 నెంబర్ గా రిజిస్టరు చేయబడి
స్వామింగు నిమిత్తము గుర్తింపు నెం 1524
1వ.....4707.....2022 ఇవ్వడ మైనది.
2022 సం. Sept నెం. 20th తేది.

సబ్ రిజిస్ట్రార్
శంకర్ పల్లి, రంగారెడ్డి జిల్లా,
SYED SIRAJ ANWAR
SUB - REGISTRAR
Shankarpally, R.R.Dist



- ii. **Applicable Laws:** shall mean any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, government approval, directive, guideline, requirement or other governmental restriction, or any similar form of decision of or determination by or any interpretation, policy or administration having the force of law or any of the foregoing, issued by GOI, GOTS including regulations and rules made there under and judgments, decrees, injunctions, writs and orders of any court, whether in effect as of the date of this Agreement or thereafter;
- iii. **Applicable Permits:** means all clearances, permits, authorizations, consents, approvals, No Objection Certificates, Sanctions etc., under or pursuant to any laws, rules, regulations, instructions of the GOI, GOTS, any local authority or body or any other government agency required to be obtained and maintained by the Developer in order to implement the Project in accordance with this Agreement;
- iv. **Approvals:** shall mean all approvals, confirmation, ratification, or assent, licenses, permits provided by a governmental body, required for development and implementation of the Project on the **Schedule Property** as per Applicable Laws of HMDA or the local authorities for the layout and building permissions.
- v. **Commencement Date:** means the date of this Agreement;
- vi. **Development:** The division of the Schedule Property along with adjoining lands into villa Community comprising of Residential Villas as per the approvals by the competent statutory authorities and the Specifications agreed between the Parties.
- vii. **GOI:** means the Government of India.
- viii. **GOTS:** means the Government of Telangana State.
- ix. **GHMC:** means Greater Hyderabad Municipal Corporation.
- x. **HMDA:** means Hyderabad Metropolitan Development Authority.
- xi. **Parties:** means and includes all the parties as referred to in the agreement;
- xii. **Schedule Property:** means and includes all that pieces and parcels of lands as per this agreement and more particularly referred in the **Schedule** of this Agreement;
- xiii. **Supplementary Agreement:** means and includes all agreements, MOUs, addendums to this agreement for clarification or such agreements entered into for effective completion of the project; however, the supplementary agreement shall be in consonance with the main agreement.

2. **MUTUAL COVENANTS:**

- 2.1 That the LAND OWNER & the Developer have mutually discussed and agreed upon the manner in which the Schedule property would be developed into Villa Community by converting the same into Residential Villas and by constructing Villas of different sizes with the specifications mentioned in the annexure annexed to this agreement as ANNEXURE.

Shame Khatoon

For PRANEETA DEVELOPERS



Authorised Signatory



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- 2.2 That the LAND OWNER hereby grants, allows, entrusts to the Developer by way of development rights to develop the Schedule Property into Villa Community by converting the same into Residential Villas and by constructing Villas and accordingly authorize and empower the Developer to develop the Schedule Property at the Developer's cost into villa Community by converting the same into Residential Villas and by constructing Villas as per the permissions/Plans sanctioned by HMDA/Local Authorities and to undertake all necessary and incidental works in respect thereof i.e., to survey the land, engage architects, workers, agents and any other required for the said purpose.
- 2.2 The Developer hereby covenants with the LAND OWNER that the developed Villas in the Project Site, which are required to be mortgaged to the HMDA/Local Authorities for the purpose of obtaining required permissions for development, shall be made from the areas falling to the share of Developer Only.

3. COSTS OF APPLICATION & DEVELOPMENT:

- 3.1 That all costs and expenses required for preparation of plans for development and liasioning for securing the approval from concerned authorities including HMDA/Local Authorities shall be borne by the Developer.
- 3.2 The Developer shall thereafter undertake the development of the Villas and the Project in the Schedule Property at its cost and expense.
- 3.3 The Developer shall provide at its own cost all materials, plants, tools, appliances, implements, ladders, etc. required for development of the Villas Project and shall bear all kinds of risks, damages, costs arising out of misuse, improper use and negligence. It is clarified that the LAND OWNER shall not be required to bear any costs, charges, levies, fees or deposits of any kind with respect to the Approvals or the development of the Project or the marketing / sale of the Villas in the same. If any deposits / costs / fees are required to be made in the name of the LAND OWNER, the same shall be made upon receipt of the said amount from the Developer.

4. CONSIDERATION & RATIO OF SHARING:

- 4.1 The Developer agrees that in consideration of the Schedule Property being given for development to the Developer under this Development Agreement Cum General Power of Attorney, **a Triplex structure of building for residential Villas with lift admeasuring 3600.Square Feet on 300.Square Yards. Each Acre will approximately consist of 9 plots of Villas with a total plinth area 32400.Square Feet Per Acre.**

The LAND OWNER shall be entitled to **Share 40% entered each villa to be constructed in 3600.Square Feet** together with proportionate undivided share in the Project Land apart from right to use the common areas in the Project Land.

- 4.2 That in lieu of the Developer undertaking the development of the Schedule Property at its cost and effort, the Developer shall be entitled to balance **Share 60% entered Each villa to be constructed in 3600.Square Feet** together with proportionate undivided share in the Project Land apart from right to use common areas in the Project Land.

Shams Khatoun

For PRANEETA DEVELOPERS



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- 4.3 That it is always agreed between the Parties that after receipt of approvals for the plans and permissions from HMDA/Local Authorities the authorities concerned pursuant to and consequent upon the Development Agreement, the share of the Villas proposed to be developed in terms of this Agreement between the LAND OWNER and the Developer shall be as set out above in proportion to the respective entitlements of LAND OWNER on one hand, and the Developer on the other and that all necessary further documentation including the execution of Supplementary Agreements, posterior to the Development Agreement would be executed between the LAND OWNER and the Developer, at the Developer's sole costs, for effectuating the above sharing of ratios in accordance with the intent of the parties hereto. After the requisite construction permissions are obtained from the HMDA (Hyderabad Metropolitan Development Authority)/ GHMC (Greater Hyderabad Municipal Corporation) / Gram Panchayat etc., when the proposed development becomes identifiable on the plans, the Developer and the LAND OWNER shall within 30 (thirty) days thereof, upon mutual discussions, make the allotment of the entitled share of the LAND OWNER, i.e. the 40% Villa Units falling to its share and such allotment duly earmarking the 40% Villa Units falling towards the share of the LAND OWNER shall be reduced into writing by entering into Supplementary Agreement, which will be executed and entered into among the LAND OWNER and the Developer within the aforementioned 30 (thirty) days from the date of receiving all the requisite permissions and such Supplementary Agreement shall be deemed to be a part and parcel of this Development Agreement.
- 4.4 That after the allotment and division of the Villas in the manner agreed between the parties, the Developer shall be at liberty to enter into agreements for sale / lease / license etc., in respect of its allotted share of Villas in Schedule Property and to enter into any contract or agreement for the allotment of its share of Villas at such price and on such terms and conditions the Developer may think fit. All such agreements shall be made by the Developer at its own cost and risk and the Developer shall alone be responsible to such parties in connection with such transactions between the Developer and such parties.
- 4.5 That after the allotment and division of the Villas in the manner agreed between the parties, the LAND OWNER shall be at liberty to sell/allot his share of Villas and to enter into any contract or agreement for the allotment or sale of such Villas at such price and on such terms and conditions as the LAND OWNER may think fit. All such allotments/sales shall be made by the LAND OWNER at its own cost and risk and the LAND OWNER alone would be responsible to all such persons in connection with all such transactions. Additionally, the Developer shall, along with marketing its own shall also market and facilitate sales, at no costs to the LAND OWNER, of the Villas falling to the LAND OWNER's Share. However, no sale of the Villas falling to the share of the LAND OWNER shall be finalized, without the written consent of the LAND OWNER.

5. REPRESENTATIONS & OBLIGATIONS OF DEVELOPER:

- 5.1 The Developer represents and states that there are no legal impediments or contractual obligations that prevent the Developer from developing the Schedule Property. Further, the Developer represents and states that it has undertaken a thorough title diligence in respect of the LAND OWNER's and its predecessor-in-title's interest in the Schedule Property and being satisfied of the same has entered into this present Development Agreement. In view of

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For PRANEETA DEVELOPERS



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the above, in the event of any disputes / issues / claims arising with respect to the LAND OWNER's title to the Schedule Property, the Developer hereby undertakes to take all steps necessary to clear / settle / handle such disputes / issues / claims completely at its sole costs to ensure that there is no interruption to the development of the Project and the LAND OWNER shall not be liable for any costs, damages, charges incurred due to such defect in title.

- 5.2 Pursuant to this Development Agreement the Developer shall engage qualified Architects, engineers, skilled personnel for the purpose of effectuating the Development of the Schedule Property and shall pay remuneration/wages and shall comply with the other statutory obligations under the applicable Labor Laws etc, and the Developer shall be liable for the payments of claims & damages if any arises during the course and till the completion of the Development of Schedule Property.
- 5.3 The entire cost of the development of the Schedule Property such as leveling, surveying, demarcation, preparing plans, architectural designing, etc., and the cost of providing internal electrification, all the impact fees, section fees, levied by HMDA or Government for the sanction shall be borne exclusively by the Developer.
- 5.4 The stamp duty, registration fees and any other miscellaneous expenses to be incurred for getting this Development Agreement to be registered or any other Supplemental Agreement or document to be entered and to be registered shall be borne by the Developer exclusively.

6. PERIOD OF COMPLETION:

- 6.1 The Developer shall complete the Development of Layout of Residential Villas in the Schedule Property and obtain the Occupancy Certificate in respect of the same within a period of 36 (Thirty Six) Months from the date of getting Approval from HMDA with a grace period of 6 (Six) Months thereafter for completion in addition to the stipulated period of 36 (Thirty Six) Months.
- 6.2 In the event of any delay on the part of the Developer beyond the above stipulated period with grace period thereon in completing the Development of the Residential Villas, the Developer agrees and undertakes to pay an amount of Rs.5,000/- per Plot / Villa per Month to the LAND OWNER's share during the period of such delay by way of Penalty.
- 6.3 However, it is agreed between the Parties that if there is a stoppage of the work due to Force Majeure events which are including but not limited to acts of God such as severe floods, cyclone, earth quake, or war, terrorism ("Force Majeure" conditions), which are not within the reasonable control of the Developer, and which has resulted in its inability to perform despite due diligence, the said period will be excluded from the period of Development and completion of the Residential Villas and the period to obtain the approvals to the plans, stipulated herein above.

7. Finance:

- 7.1 The Developer is entitled to raise any kind of Project/Institutional funding for the completion of the project. The Land Owner will have "**NO Objection**" for such Project/Institutional funding required for this project.

Shams Khatoun

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8. OTHER COVENANTS:

- 8.1 Further, Parties agree that any indirect taxes / GST that is payable in relation to the construction of the LAND OWNER's Share and the Developer's Share, the grant of development rights and any other indirect taxes that shall be payable for the sale of LAND OWNER's Share of the villas, at all times either by the Developer or the third-party purchaser and in no event shall the Investor be made liable to suffer / bear such incidence and in case of such incidence, the Developer shall compensate the Investor for such amount. As stated above, the prospective purchasers / Developer of the residential villas in the Project shall bear and pay the GST or any applicable taxes as levied by the Authorities. IN case the landlord retains the villas, the GST and any other indirect taxes will be borne by the landlord. (Please note that the Onus of the GST for the landlord share is always on the landlord. In case the landlord does not pay it, the Developer is entitled to pay it to the department and deduct it from the sale price of the villas.)
- 8.2 Any accident or any compensation thereof to the Labour or any such demands for compensation for injury in the course of Development in the Schedule Property and the wages of workmen shall be borne entirely by the Developer or its sub contractors and the LAND OWNER shall not be responsible or liable for any claim whatsoever.
- 8.3 The Developer shall ensure that all the workers/labour/staff working in the project site shall be covered with appropriate insurance policies until the completion of all works, against all risks and accidents at its own cost & expense.
- 8.4 The LAND OWNER hereby agrees and undertakes not to sell, deal with, dispose or alienate or otherwise enter into DGPA in respect of the proposed Villas allotted to the share of the Developer in terms of this DGPA with any person or persons or act in any manner inconsistent with or prejudicial to or in contravention of this DGPA and the declarations made by the LAND OWNER in this DGPA.
- 8.5. The LAND OWNER shall cooperate with the Developer and arrange to sign all the papers necessary from time to time for development of the Schedule Property if required by the Developer including the applications and revised plans if any for the approval of concerned/appropriate authorities and for obtaining other statutory permissions required if any from the HMDA/Local Authorities, Water / Sewerage / Electricity Departments etc., and however in terms of the General Power Attorney conferred hereunder the Developer is authorized to sign all such applications on behalf of the Land Owner.
- 8.6 The costs and expenses to be incurred for the execution and registration of this Development Agreement cum GPA and Supplementary Agreement shall be borne by the Developer only.
- 8.7 In the event that any provision of this DGPA or any circumstances shall be determined to be invalid, unlawful or unenforceable to any extent, the reminder of this DGPA and the application of such provision to persons or circumstances other than those as to which it is determined to be unlawful, invalid, or unenforceable, shall not be affected thereby and each remaining provision of this DGPA shall continue to be valid and may be enforced to the fullest extent permitted by law.

Shams Khatoon

For PRANEETA DEVELOPERS


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- 8.8 Each of the parties agree to execute and deliver all other document(s) and to take such further action as may be reasonably required to carry out and evidence the intents purposes and results of this DGPA.
- 8.9 This DGPA constitutes the entire understanding and DGPA of the parties and shall be modified only by subsequent amendment in writing.
- 8.10 That it has been agreed by the parties hereto that the project being developed on the Schedule Property shall be decided mutually.
- 8.11 That the LAND OWNER shall give a written No-Objection to the Developer for conveying the Developers' Share of Villas by the Developer to prospective purchasers.

9. BREACH AND TERMINATION

- 9.1 This DGPA may be terminated by the Land owner with immediate effect by issuance of a notice in writing in the event the Developer fails to procure the approvals / permits for the sanction plan and layout for commencement of construction of the Project, within a period of 12 (twelve) months from the date of execution of this DGPA. Upon exercise of such right to terminate by the Land owner in the manner provided in this DGPA, this DGPA shall then stand terminated and each of the Parties shall stand released from all of their rights and obligations under this DGPA, except to the extent of any obligations of the Developer under Clause 8.3, if any. Upon such exercise of such right to terminate by the Land owner in the manner provided above, the Land owner shall not be obligated to refund any monies, of whatsoever nature. Immediately upon such termination, the Developer shall cease to be in permissive possession and the license to Developer in respect of the Schedule Property shall stand cancelled. Notwithstanding anything to the contrary contained herein, the Parties hereby agree that the right available to the Land owner under this Clause 8.1 of the option of terminating this DGPA shall cease and become invalid and unenforceable upon the expiry of a period of 16 months from the date of execution of this DGPA, unless the Parties mutually agree in writing to extend such period.
- 9.2 The Parties further agree that upon a Developer's breach or failure to perform any other obligation under this DGPA including with respect to completion within the timelines prescribed, the LAND OWNER shall deliver to the Developer a notice of default in writing ("**Notice of Default**"). In the event, the Developer's failure to rectify/ cure such breach within 15 (fifteen) Business Days from the date of receipt of Notice of Default, it shall be considered as an uncured breach of the terms of this DGPA ("**Uncured Breach**").
- 9.3 If there exists an Uncured Breach, then the LAND OWNER Party shall be entitled to seek specific performance and also be entitled to recover all losses and expenses incurred as a consequence of Uncured Breach from the Developer. Notwithstanding anything the above, the Developer acknowledges that the time is of the essence of this DGPA and due to the substantive loss of investment/development opportunity, any Uncured Breach arising from non-compliance with the timelines for completion of the Project beyond a period of 6 months (i.e., for delay in completion of the Project beyond 6 months), the LAND OWNER shall be entitled to claim Liquidated Damages without prejudice to its right to claims under Clause 6.2.

10. INDEMNITY:

Shams Khaton

For PRANEETA DEVELOPERS


Authorized Signatory



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- 10.1 The Developer hereby indemnifies and undertakes to hold harmless the LAND OWNER from and against any / all losses, liabilities, claims, damages, expenses, costs (including attorney or legal charges incurred), charges, fees which may be incurred or demanded as a result of any breach of its representations, warranties and covenants under this DGPA including but not limited to in respect of any penalties, claims, proceedings initiated by any third party in respect of the development of the Project.

11. RELATIONSHIP BETWEEN THE PARTIES:

- 11.1 This DGPA does not create a relationship of employment, trust, agency, or partnership or any such kind of permanent relationship between the Parties. Each Party is responsible for its own obligations arising under this DGPA.

12. CONFIDENTIALITY:

12.1 Disclosure of Confidential Information

No Confidential Information may be disclosed by either Party to any person except:

- a. If either Party is required to do so by law.
- b. If either Party is required to do so in connection with legal proceedings relating to this DGPA.

13. USE OF CONFIDENTIAL INFORMATION:

- 13.1 A Party who has received Confidential Information from another under this DGPA must not use it except for the purpose of exercising its rights or performing its obligations under this DGPA.

14. GENERAL CONDITIONS:

14.1 Variation / Amendment

A provision of this Agreement or a right created under it shall not be varied or amended except in writing, by both the LAND OWNER and the Developer upon mutual agreement.

14.2 Waiver

No waiver of any provision of this Development Agreement shall be effective unless in writing and signed by both Parties. No failure or delay by either Party in exercising any right, power, or remedy under this Development Agreement shall operate as a waiver of any such right, power or remedy.

14.3 Notices

All notices or other communications between the Parties under this Agreement shall be in writing and delivered personally or sent by registered post/speed post with acknowledgment due or by a nationally recognized express delivery service, addressed to the LAND OWNER or the Developer, as applicable, at the address specified in this Agreement, or at such other addresses or facsimile numbers as either Party may specify by notice to the other Party pursuant to this Clause. All notices shall be effective upon receipt unless a later time is specified in it.

Shams Khatoon

For PRANEETA DEVELOPERS



Authorised Signatory



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14.4 Severability

In the event that any of these covenants or provisions shall for any reason be adjudged, decreed or ordered by any court of competent jurisdiction to be illegal, invalid and unenforceable in any respect, such covenants or provisions shall be modified to the extent necessary to render all of them legal, valid and enforceable and such judgment, decree or order shall not affect, impair or invalidate any of the remaining covenants or provisions of this Agreement.

14.5 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the Indian laws. The Parties hereby agree to submit to the exclusive Jurisdiction of Courts at Hyderabad District, Telangana in case of any and all disputes and differences arising out of this Agreement.

14.6 Disputes Resolution:

All the disputes arising out of or in connection with, this Development Agreement shall be initially resolved by mutual discussions among the LAND OWNER and Developer or the nominated representatives of both the parties. In case of disputes not resolved by mutual discussions, the same shall be referred to the arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The disputes shall be referred to the mutually agreed Arbitrator. The seat of the Arbitration shall be at Hyderabad. The award of the Arbitrator shall be binding and final on both the parties.

14.7 Miscellaneous

This Agreement (i) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral, as to such subject matter; and (ii) may not be assigned by either Party without the written consent of the other Party.

14.8 Authorization

The individual executing this Agreement on behalf of each of the Parties personally represents that he or she is duly authorized to execute this Agreement on behalf of such entity and that this Agreement is binding upon such entity.

14.9 Clause Titles

The clause titles used in this Agreement are for reference purpose only and are not intended to add or to limit or in any other way change or interpret the meaning or the language in the Agreement.

14.10 Stamp Duty

The stamp duty, registration fees and incidental expenses for execution and registration of this Development Agreement shall be borne by the DEVELOPER only.

Shams Khatoon

For PRANEETA DEVELOPERS


Authorized Signatory



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14.11 Supplementary Agreement/s

The Parties, hereto agreed to enter into a supplementary agreement/s and/or MOUs in writing, in the event of any contingency arises or for incorporation or clarification of any necessary clauses in this DGPA or to meet the needs of the time. However, such supplementary agreement/s shall be in conformity with true spirit of this DGPA and the stamp duty, registration fees and incidental expenses for execution and registration of such Supplementary Development Agreements including the Agreement for allotting and identifying the LAND OWNER Villas shall be borne by the DEVELOPER only

15. GENERAL POWER OF ATTORNEY:

15.1 That in view of this Development Agreement and subject to the terms thereof, the LAND OWNER, do hereby appoints, retains, nominates and constitutes the Developer **M/s PRANEETA DEVELOPERS**, as its/his/her lawful power of attorney to do the following acts, deeds and things in her name and on her behalf.

- a) To negotiate the price, enter into agreement(s) of sale or other instruments in respect of Villas in the Schedule Property allotted to the share of the Developer with prospective purchasers and to receive the sale considerations or advance thereof and acknowledge the receipt of the money and pass valid receipts for payment received in terms of this Development Agreement.
- b) To sell, sign and execute the Sale Deeds and such other documents in respect of the Villas allotted to the Developer along with proportionate undivided share in the Schedule Property and present such sale deeds, conveyance deeds before the registering authority, admit the execution and acknowledge the receipt of the whole or part of the sale consideration and get the sale deed (s) registered in terms of this Development Agreement
- c) To avail loan / finance for the project from any bank or financial institution by mortgaging the Villas falling to the share of the Developer along with proportionate undivided share of land.
- d) To do all necessary acts for sale or mortgage of the Villas falling to the share of Developer along with undivided share in the Schedule Property falling to the share of the Developer.
- e) To warn off, prohibit and if necessary, proceed against in appropriate forum of law, against all or any trespassers on the said Schedule Property or any parts thereof and to take appropriate steps whether by legal action or otherwise and to abate all nuisance.
- f) To commence, prosecute, enforce, defend, answer or oppose all actions or other legal proceedings, including any suit or arbitration proceeding and demands, touching any of the matters aforesaid or any other matters relating to the Independent Villas or any part thereof and also if thought fit, to compromise, refer to arbitration, abandon, submit to judgment or become non-suited in any such action or proceedings as aforesaid before any court, civil, criminal or revenue including rent controller and small causes court including High court and Supreme court.

For PRANEETA DEVELOPERS

Shams Khatoon


Authorised Signatory



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- g) To accept notices and services of summons etc; from any court tribunal, postal and/or other authorities and/or persons.
- h) To appoint advocates and sign and execute vakalatnama, special power of attorney, warrant of attorney or any other document authorizing such advocates to act and to terminate such authority and to pay fees of such advocates.
- i) To appear and represent the LAND OWNER before all authorities make commitments and give undertakings as required for all or any of the purposes therein contained.
- j) To advertise the project for sale in such a manner as they shall feel necessary and to solicit such customers for the purpose of selling the Villas.
- k) To deliver vacant possession of the Villas to the prospective purchasers from out of the share of the Developer.
- l) To apply for and obtain such certificates and clearances from the authorities concerned including the HMDA, Urban Land Ceiling authorities, the Municipal, Revenue or other local authorities, Government officers as may be required for sanction of permission and execution of the project as the Developer may deem necessary, in respect of the entire Schedule Property, at the cost and expense of the Developer.
- m) To appoint Architects, Engineers, and other person or persons as may be necessary in connection with the development of the Schedule Property.
- n) To appear before the Courts, Revenue Authorities, Government Officers, Municipal Authorities or Local bodies, or otherwise to act for and on behalf of the LAND OWNER and also to initiate legal proceedings, sign and verify, complaints, petitions, appeals, writs or any other legal proceedings in respect of the entire Schedule Property and to defend the principals in all courts, quasi judicial authorities, civil or criminal 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 principals and to effect compromise in all such legal proceedings.
- o) To make statements, file affidavits, reports in all proceedings before any statutory authorities, including HMDA/Local Authorities and obtain necessary sanctions, permissions and approvals.
- p) To apply for and obtain water, drainage, sewerage, electricity, telephone and/or connections for any other utilities, permits for lifts and also the completion and other certifications from the concerned authority and/or other authorities and for that purpose, to sign all papers and documents and/or representations as may be thought necessary by the said attorney and to pay and recover these charges from the prospective customers in connection therewith.

For PRANEETA DEVELOPERS

Shams Khatoon


Authorised Signatory

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- q) To do all other necessary and incidental acts as may be necessary for doing any of the above, which stand ratified by the LAND OWNER.

The LAND OWNER hereby confirms and declares that all such acts of the Attorney herein including all such acts, deeds and things ancillary and incidental to the aforesaid object shall stand ratified and confirmed by the LAND OWNER and the powers herein vested in the attorney being in the nature of interest in the immovable property in the form of Development rights shall stand and shall always be irrevocable.

SCHEDULE OF THE PROPERTY

All that the **Non-Agriculture** land bearing in **Survey No.85**, an extent of **48400.Sq.Yards** or Equivalent to Ac.10-00.Guntas, Situated at **MOKILA** Village, SHANKARPALLY Mandal, RANGA REDDY District, TELANGANA State and bounded by:

NORTH : Land in Survey No.85/Part
 SOUTH : Land in Survey No.85/Part
 EAST : Land in Survey No.85/Part
 WEST : Land in Survey No.85/Part

IN WITNESS WHEREOF the parties hereto have caused to execute this Development Agreement Cum GPA through their respective authorized representatives on the Day, Month and Year hereinabove mentioned.

WITNESSES:

1. *M. H. Subhagada Reddy*
2. *Shams Khatoon*

Shams Khatoon
LAND OWNER

For PRANEESHA DEVELOPERS

Authorized Signatory
DEVELOPER

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ANNEXURE – 1 A

1. Description of Building : all that the **Non-Agriculture** land bearing in **Survey No.85**, an extent of **Ac.10-00.Guntas**, Situated at **MOKILA** Village, SHANKARPALLY Mandal, RANGA REDDY District, TELANGANA State.
- (a) Nature of Roof : R.C.C
- (b) Type of Structure : Bricks wall
2. Age of Building : Proposed Construction (G+2)
3. Total extent of site : **48400.Sq.Yards** or **Ac.10-00.Guntas**
4. Built up area of site : Proposed **324000.Sq.Feets**,
(with breakup floor wise)
Cellar parking area :
5. Annual Rental Value :
6. Municipal Taxes per Annual :
7. OWNER own estimate of
Market Value of the Property : **Rs.46,77,20,000/-**

Dated: 20/09/2022

Shams Khatoon
(Signature of the LAND OWNER)

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

Shams Khatoon
(Signature of the LAND OWNER)

For PRANEETA DEVELOPERS

Authorised Signatory
(Signature of the DEVELOPER)



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Registration & Stamps Department Government of Telangana

STATEMENT OF ENCUMBRANCE ON PROPERTY

Statement Number: 105460866

Application Number: 987161

Having searched for a statement giving particulars of registered acts and encumbrances if any, in respect of the under mentioned property
Village: MOKILA, Survey Number: 85,

Search has been made in Book 1 and in the indexes relating to 15 years from 01-10-2007 to 18-09-2022 for acts and encumbrances affecting the said property, and that on such search the following acts and encumbrances appear.

Sl. No.	Description of the Property	Registration Date Execution Date Presentation Date	Nature of Deed Market Value Consideration Value	Name of Parties Executant (EX) & Claimants (CL)	Vol/Pg No. CD No. Doc No./Year [Schedule No.] SRO
1/1	VILL/COL: MOKILA/MOKILA W-8: 0-0 SURVEY: 85 EXTENT: 816 Guntas Boundaries: [N]: KONDAL VILLAGE BOUNDARY [S] LAND IN SY.NO. 81 [E]: LAND IN SY.NO. 86 [W]: LAND IN SY.NO. 83 & 84	(R) 16-08-2016 (E) 16-08-2016 (P) 16-08-2016	0302 Settlement in f/o family member Mkt.Value:Rs. 204000000 Cons.Value:Rs. 204000000	1.(DR)SULTAN MURAD KHAN 2.(DE)SHAMS KHATOON	4408/2016 [3] of SRO SHANKARPALLY(1524) 0/0

Note

This Report is for information only.
Boundaries, Extent and Built Up are not used in electronic search, they are meant for registering officer for selecting or deselecting for the search results.
The encumbrances shown in the Encumbrance are those discovered with reference to the description of properties furnished by the applicants at the time of Registration.
All efforts are made for accuracy of data. However in case of any conflict, original data shall prevail.
In case system responds by "Data Not Found", for confirmation approach SRO concern.
Result: 1 out of 1 are included in the statement.

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Proceedings of the Competent Authority & Tahsildar Shankarpalle Mandal Rangareddy District

Present: P Priyanka

Dated: 19/09/2022

Proedgs. No. 2200883112

Sub:. NALA Order

Ref:.

Order:

Sri శామ్స్ ఖాతున్ కరీం అలి ఖాన్ R/o Mokila, Shankarpalle, Rangareddy has applied for conversion of agriculture land situated in Sy.No 85 extent 20.1600 of Mokila Village, Shankarpalle Mandal, Rangareddy District for the purpose of Non- Agriculture. The request of the applicant is found to be consistent with the provisions of the Act.

Hence, the permission is hereby accorded for conversion of the Agricultural Land into Non-Agricultural purpose on the following terms and conditions:

1. The permission is issued on the request of the applicant and he is solely responsible for the contents made in the application;
2. The proposed land transfer is not in contravention of the following Laws:
 - a. The Telangana Land Reforms (Ceiling on Agricultural Holdings) Act, 1973
 - b. The Telangana Scheduled Area Land Transfer Regulation, 1959
 - c. The Telangana Assigned Lands (Prohibition of Transfers Act), 1977
3. The grant of permission can not be construed that the contents of the application are ratified or confirmed by the authorities under the Act.
4. The permission confirms that the conversion fee has been paid under the Act in respect of above Agricultural lands for the limited purpose of conversion into Non-Agricultural purpose.
5. It does not confer any right, title or ownership to the applicant over the above Agricultural Lands.
6. This permission does not preclude or restrict any authority or authorities or any person or persons or any individual or individuals Or others, collectively or severally; for initiating any action or proceedings under any law for the time being in force.
7. The conversion fee paid will not be returned or adjusted otherwise under any circumstances;;
8. The authorities are not responsible for any incidental or consequential actions or any loss occurred to any body or caused otherwise due to or arising out of such permission granted on any false declaration, claim or deposition made by the applicant.
9. The authorities reserve the right to cancel the permission if it is found that the permission is obtained by fraud, misrepresentation or by mistake of fact.

(Signature)
Tahsildar & Jt. Sub Registrar Office,
Shankarpalle
SHANKARPALLE
Shankarpally Mandal
Ranga Reddy District

To

Sri శామ్స్ ఖాతున్

Schedule

Sl.No.	Village Mandal & District	Sy.No.	Total extent (Sy.No. wise)	Extent for which permission granted.	Remarks
1	Mokila , Shankarpalle & Rangareddy	85	20.1600	10.0000	

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Unique Identification Number
Government of India

Document No 1094/90050/19380

11/04/2013

To:
Manikonda Madhusudhan Reddy
మనికొండ మధుసూధన్ రెడ్డి
S/O Manikonda Pratap Reddy
4-28
bulkapoor
shankarpalli
Bhulkaapur
Bhulkaapur, K V. Rangareddy
Andhra Pradesh - 501203



KL101338870FT

10133887



మీ ఆధార్ సంఖ్య / Your Aadhaar No. :

6898 0741 7892

ఆధార్ - సామాన్యని హక్కు



భారత ప్రభుత్వం

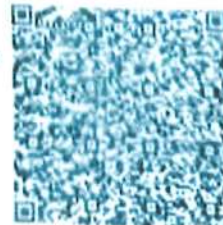
Government of India

మనికొండ మధుసూధన్ రెడ్డి
Manikonda Madhusudhan Reddy



పుట్టిన సంవత్సరం / Year of Birth: 1985
పురుషుడు / Male

6898 0741 7892



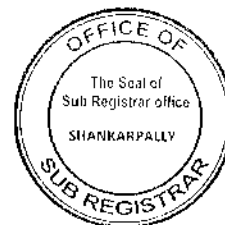
Manikonda Madhusudhan Reddy

ఆధార్ - సామాన్యని హక్కు



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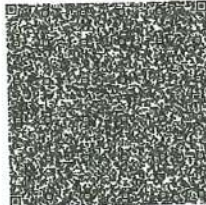
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Unique Identification Authority of India

రిజిస్ట్రేషన్/ Enrolment No.: 0013/38003/01007

To
మొహమ్మద్ అబ్బాస్ అలీ ఖాన్
Mohammed Abbas Ali Khan
S/O: Mohammed Javeed Khan
16-4-131
Chanchalguda
Chanchalguda
Saidabad
Hyderabad Telangana - 500024
9849539173

Signature valid

Digitally signed by Mohammed Abbas Ali Khan
AUTHORITY: UIDAI
Date: 2022.05.11 11:16:47
UTC



మీ ఆధార్ సంఖ్య / Your Aadhaar No. :

2422 4420 3798

VID : 9110 0692 7433 6002

నా ఆధార్, నా గుర్తింపు



భారత ప్రభుత్వం

Government of India



మొహమ్మద్ అబ్బాస్ అలీ ఖాన్
Mohammed Abbas Ali Khan
పుట్టిన తేదీ/DOB: 07/03/1982
పురుషుడు/ MALE

W-2

2422 4420 3798

VID : 9110 0692 7433 6002

నా ఆధార్, నా గుర్తింపు

Issue Date: 04/05/2013



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Government of India

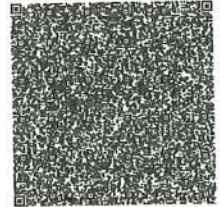
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Unique Identification Authority of India

రిజిస్ట్రేషన్/ Enrolment No.: 0013/38016/00151

To
షమ్స్ ఖటౌన్
Shams Khatoun
W/O Mohd Javeed Khan Late
16-4-131
Chanchalguda
Chanchalguda
Hyderabad
Hyderabad Andhra Pradesh - 500024
9849539173

Signature valid

Digitally signed by Shams Khatoun
AUTHORITY: UIDAI
Date: 2022.05.11 11:16:40
UTC



మీ ఆధార్ సంఖ్య / Your Aadhaar No. :

2555 8935 3428

VID : 9106 9360 0282 8851

నా ఆధార్, నా గుర్తింపు



భారత ప్రభుత్వం

Government of India



Issue Date: 02/12/2011



షమ్స్ ఖటౌన్
Shams Khatoun
పుట్టిన తేదీ/DOB: 14/01/1951
స్త్రీ/ FEMALE

Shams Khatoun

2555 8935 3428

VID : 9106 9360 0282 8851

నా ఆధార్, నా గుర్తింపు



భారత విశిష్ట గుర్తింపు ప్రాధికార సంస్థ
Unique Identification Authority of India

చిరునామా: S/O: వర్త్యా థార్యా నాయక్
6-109, మోకిలా తాండ, మోకిలా తాండ
మోకిలా, మోకిలా, కె.వి.రంగారెడ్డి
ఆంధ్ర ప్రదేశ్, 501203

Address: S/O: Varthya
Tharya Nayak, 6-109, Mokila
Thanda, Mokila Thanda,
Mokila, Mokila, K.V.
Rangareddy, Shankarpalle,
Andhra Pradesh, 501203

6640 3657 9482

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1800 300 1947

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Government of India

వర్త్యా దేవుల నాయక్
Varthya Devula Nayak



పుట్టిన తేదీ/DOB: 01/01/1978
పురుషుడు / Male

6640 3657 9482



ఆధార్ - సామాన్యని హక్కు



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