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తెలంగాణ తెలంగాణ TELANGANA

BC 878731

Tran Id: 240227105307979041

Date: 27 FEB 2024, 10:56 AM

Purchased By:

B. SUNDAR RAJ

S/o B.V. BHASKAR RAO

R/o HYDERABAD

For Whom

M/S.AVISUN PROPERTIES LLP, HYDERABAD

NAGA JYOTHI PANDYA
LICENSED STAMP VENDOR

Lic. No. 15-12-023/2011

Ren.No. 15-12-018/2023

3-16, Vani Nagar, Malkajgiri,

Hyderabad, 500047

Ph 9849401319

DEVELOPMENT AGREEMENT-CUM-GENERAL POWER OF ATTORNEY

This **Development Agreement-cum-General Power of Attorney** is made on this the 27th day of February, 2024, and executed at S.R.O., Malkajgiri, Medchal-Malkajgiri District, by and between:

1. Sri **BADAM SHARATH KUMAR**, S/o. Sri BADAM SUBASH CHANDRA BOSE, aged about 41 Years, Occ: Business, Resident of H.No.27/4/184-2, Ramji Nagar, Stonehousepet, Nellore-524002. AADHAAR No.729715948667, PAN No.AIZPB3399J, CELL: 9949709596
2. Sri **PAVAN PATIL**, S/o. Sri DILIP PATIL, aged about 44 Years, (04.11.1979), Occ: Private Service, Resident of H.No.16-3-687-1, Ramamurthi Nagar, Nellore, Andhra Pradesh-524002. AADHAAR No.853817743821, PAN No.BGVPP3001Q, CELL: 8143119759

Herein after referred to as the **First Party/Land Owner** which term shall mean and include all his/her/their heirs, executors, administrators, successors, legal representatives, assignees and attorneys etc.

B. SHARATH KUMAR

Pavan Patil

Meera

Presentation Endorsement:

Presented in the Office of the Sub Registrar, Malkajgiri along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 83600/- paid between the hours of 05 and 06 on the 27th day of FEB, 2024 by Sri B Sharath Kumar

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

Sl No	Code	Thumb Impression	Photo	Address
1	CL		 M/S AVISUN PROPERTIES [1512-1-2024-1400]	M/S AVISUN PROPERTIES LLP REP BY B SUNDAR RAJ S/O. B V BHASKAR RAO AT 20-40, GOUTHAM NAGAR, MALKAJGIRI, HYD/BAD
2	EX		 PAVAN PATIL: 27/02/2024.1 [1512-1-2024-1400]	PAVAN PATIL S/O. DILIP PATIL R/O 16-3-687-1, RAMAMURTHI NAGAR, NELLORE, A.P
3	EX		 BADAM SHARATH KUMAR: [1512-1-2024-1400]	BADAM SHARATH KUMAR S/O. B SUBASH CHANDRA BOSE R/O 27-4/184/2, RAMJI NAGAR, STONEHOUSEPET, NELLORE

Signature/Thumb
Impression



B. SHARATH KUMAR

Identified by Witness:

Sl No	Thumb Impression	Photo	Name & Address	Signature
1		 B. SUBRAMANIAM: 27/02/23 [1512-1-2024-1400]	B.SUBRAMANIAM R/O.DEFENCE COLONY,SAINIKPURI,HYD.	
2		 M.LAXMAN RAO YADAV: 27/02/24 [1512-1-2024-1400]	M.LAXMAN RAO YADAV R/O.SANJAY NAGAR,MALKAJGIRI,HYD.	

Biometrically Authenticated by
SRO A Arind Babu
on 27-FEB-2024 16:53:10

27th day of February, 2024

Signature of Sub Registrar
Malkajgiri

E-KYC Details as received from UIDAI:

Sl No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXX3821 Name: Pavan Patil	S/O Dilip Patil, Nellore, Nellore, Nellore, Andhra Pradesh, 524002	
2	Aadhaar No: XXXXXXXX8667 Name: Badam Sharath Kumar	S/O Badam Subash Chandra Bose, Nellore, Nellore, Nellore, Andhra Pradesh, 524002	

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Bk - 1, CS No 1400/2024 & Doct No
1376/2024. Sheet 1 of 11 Sub Registrar
Malkajgiri

[illegible]

WHEREAS the Second Party herein is a Builder/Developer doing the business in development and constructions etc. and he has acquired good will, popularity as Developer and vast experience in the construction activity, has approached the First Party herein with a proposal to develop the above said property hereto, by constructing Residential Apartment Stilt + 5 Floors for mutual benefit of both the parties as per the existing rules.

WHEREAS the First Party has accepted for the said proposal and agreed to give their respective property for construction of Residential Apartment (Stilt + 5 Upper Floors), on the condition that the First and Second Parties to share the developed/constructed area in the ratio of 47 : 53 each inclusive of all common areas, parking areas etc. with proportionate undivided share in land. The Second Party shall construct the Apartment with his own funds and deliver the 47 : 53 Flats inclusive of all common areas, parking areas etc. with proportionate undivided share of land to the First Party. The Second Party shall construct the Apartment with his own funds and deliver the 47 : 53 Flats inclusive of all common areas, parking areas etc. with proportionate undivided share of land to the First Party. And both the parties have decided to name the Apartment as **“TAMANNA’S PRIDE”, A-Block.**

WHEREAS the parties herein after mutual deliberations, negotiations and discussions among themselves have agreed to reduce the terms and conditions of the Development Agreement into writing and have agreed to abide strictly by the terms and conditions specified hereunder.

NOW THIS DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:

1. That the First Party shall deliver the possession of the total extent of **436.55** Sq.Yards to the Second Party herein for the purpose of developing the land into Residential Apartment and the Second Party shall develop the land into Residential Apartment with his own funds.
2. That both the parties shall share the developed/constructed area inclusive of all common areas, parking areas, sewerage lines, balconies etc. with proportionate undivided share of land at the ratio of 47 : 53. That both the parties mutually agreed to share the parking area in Cellar/Stilt at ratio of 47 : 53.

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9. That the First Party shall not be held responsible for any of the taxes such as Income Tax, Wealth Tax etc. to be paid in respect of the Flats sold by the Second Party out of its 53% share. The Second Party or the prospective purchasers shall alone be responsible for payment of such taxes etc. Vice-versa the Second Party in respect of 47% share of First Party.

10. The Parties of the First Party herein assures and covenants with the Second Party as follows:

(a) That the Parties of the First Party is the sole and absolute owner and in peaceful possessor of the schedule property and no other person or persons having any manner of right, title, share, claim or interest in the schedule property.

(b) That the Parties of the First Party herein declares that their right over the schedule property is still in subsistence and are entitled to enter into this Development Agreement with the Second Party for the development of the respective properties which total comes to **436.55** square yards of land as described in Schedule mentioned below and there is no legal embargo or impediment in entering into the present Agreement.

(c) The Parties of the First Party is hereby covenant that there is no prior agreements, court orders attachments, disputes or litigations, any tax dues to Municipality or Revenue etc. pending of acquisition proceedings from Government or Tax authorities in respect of whole or part of the Schedule Property. The First Party hereby declare, affirm and state that the said property is free from all encumbrances and impediments such as charges, lien, demands, surety, interest and not effected by any State or Central Laws.

(d) That the Parties of the First Party hereby delivered the vacant possession of the Schedule Property to the Second Party, so as to enable the Second Party to develop the same as part performance of this Development Agreement.

(e) The Parties of the First Party hereby further undertakes that they shall keep the above said property free from all encumbrances and shall not deal, dispose of the said property or enter into any kind of further agreement/s subsequent to the execution of this Development Agreement. It is further agreed that if any such Agreement comes to light with prior date to this Agreement, such agreement with prior date, shall be deemed to be cancelled and void.

(f) The Parties of the First Party shall be liable to pay all taxes up to date and other charges such as electricity bills, water charges etc. and all duties, if any, payable till date of delivery of vacant and physical possession of the schedule property.

B. SHANMUGAN

Pavan Patel

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(g) The ratio of 47 : 53 of the constructed area / allotted Flats shall be demarcated by preparing sketch plans separately after the Plan for construction of the proposed complex is sanctioned by the local body and each of party shall be entitled to deal with their respective shares with parking areas, common areas etc., However, the Second Party specifically agreed not to handover any of the constructed flat falling under their 53% share to the prospective before handing over all the flats falling under their 47% share of the First Party, complete in all respects.

(h) It is further agreed and declared that the Second Party shall be entitled to accept booking, enter into agreements with the prospective purchasers and receive advances, earnest money to the extent of their share and to execute Sale Deeds in respect of Second Party's 53% share alone. However, during construction, no major structural changes/deviations (like drainage/sewerage pipes) be allowed beyond agreed plan.

(i) Any dispute that arises from or out of the Development Agreement shall be resolved through Alternative Dispute Resolution Methods (Mediation, Reconciliation and Negotiation, Arbitration), if the Alternative Dispute Resolution fails the dispute is subject to the Jurisdiction of the Civil or Criminal Court of Law at Medchal-Malkajgiri District in the State of Telangana, as applicable.

(j) Both the parties have agreed to enter into one or more supplementary agreements, if necessary, in writing with the consent, knowledge and acceptance of both the parties, relating to the development of the schedule property, sharing of the built up area etc. and such agreements shall form part and parcel of this agreement.

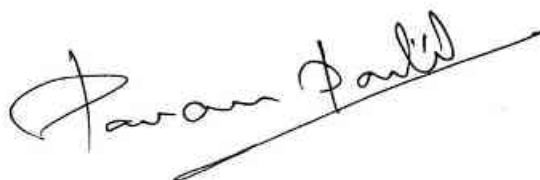
(k) The Parties of the First Party shall execute irrevocable G.P.A. in favour of the Developer in respect of the Second Party's share for transfer of developer's undivided share in land and constructed area.

(l) The Development Agreement-cum-G.P.A. shall be stamped and registered as per the Stamps and Registration Act and the cost incurred shall be borne by the Developer alone.

(m) The Second Party shall bear the expenses towards Lift, Manjeera Connection, Drainage Sewerage Connection, Electrical Panel Board, Meter Deposits. And also the Second Party shall pay the insurance/policy towards the proposed construction building and towards labour, to meet the accidents, if any.

(n) The Second Party hereby indemnifies and undertake to hold harmless the parties of the First Party from and against any / all losses, liabilities, claims, damages, expenses, costs, charges, fees, which may be incurred or demanded as a result of any breach of his representations, warranties and covenants, under this agreement.

B. S. K. ANANDHARAO





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

12. All expenses and costs of transfer of the portions allotted to the Second Party including stamp and registration charges of such sale deeds shall be borne either by the Second Party or his nominee(s).

COVENANTS OF THE GENERAL POWER OF ATTORNEY

(i) To apply for permission for construction of the proposed complex in the Schedule property, to the concerned Local Body or Gram Panchayath / HUDA / Municipality, GHMC, etc., and also to make any other application or applications, to any other Government Authorities for obtaining requisite permissions and sanctions for carrying on the construction work.

(ii) To market, canvas to sell the Flats (developer's share) out of the said developed property to the prospective purchasers or his/her nominee or nominees.

(iii) To execute the Agreement of Sale/s, Lease/s or Sale Deed/s in favour of the prospective purchaser/s, to receive the sale consideration, to present the sale deed or deeds before the concerned Registration Officer, admit the execution to the extent of developer's share as follows:

(iv) To execute, sign and file all the statements, petitions, applications and declarations etc. which may be necessary for and incidental to the completion of registration of the sale deed/s.

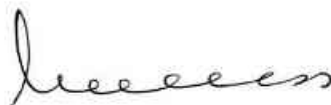
(v) To complete the sale transaction of the said property and hand over the possession to the prospective purchaser/s out of developer's share.

(vi) To appear and act in all courts, civil, criminal, revenue, whether original or appellate courts, before the registration and other authorities and the departments of State and Central Governments and of local bodies in relation to the schedule property and for the purpose of development.

(vii) To sign and verify vakalatnamas, complaints, written statements, petitions, writ petitions or claims and objections of all kinds and file the same in the courts and offices and to appoint Advocate/s and other Legal Practitioners to file and receive back documents to deposit and with draw moneys and issue receipts in respect of the schedule property.

B. S. Srinivasan





(viii) To enter into compromise, settlement and withdraw any suit or proceedings and admit the compromise and the settlement before the court of law or any other authority on behalf of the First Party in respect of the schedule property as long as it does not effect the interests of the First Party.

(ix) The Attorney is authorized to create mortgage developer's share of Flats only to raise the finance, funds from the Banks, Financial institutions etc. for the development of the schedule property, if necessary.

(x) In general to act as an Attorney or Agent of the First Party in respect of the schedule property with regard to the matters aforesaid and to execute and do all legal deeds, acts and things effectively in all respects and the First Party hereby agreed to ratify and confirm all such all legal deeds, acts and things that may execute lawfully by the Attorney/Second Party on my behalf and for my benefit.

13. It is agreed to share the constructed residential apartments in the following manners:

TO THE LAND OWNER NO.1/PRINCIPAL NO.1

Sl. No.	Floor	Flat Nos.	Plinth Area
1.	First Floor	102	1200.0 Sft., together with undivided share of land admeasuring 40.0 Sq.Yds.,
2.	Third Floor	301	1475.0 Sft., together with undivided share of land admeasuring 47.31 Sq.Yds.,
3.	Third Floor	302	1200.0 Sft., together with undivided share of land admeasuring 40.0 Sq.Yds.,

Note: Including all common areas and 3 Car Parking at Stilt.

TO THE LAND OWNER NO.2/PRINCIPAL NO.2

Sl. No.	Floor	Flat Nos.	Plinth Area
1.	First Floor	101	1475.0 Sft., together with undivided share of land admeasuring 47.31 Sq.Yds.,

Note: Including all common areas and 1 Car Parking at Stilt.

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TO THE BUILDERS/ATTORNEYS/SECOND PARTY

Sl. No.	Floor	Flat Nos.	Plinth Area
1.	Second Floor	201	1475.0 Sft., together with undivided share of land admeasuring 47.31 Sq.Yds.,
2.	Fourth Floor	401	1475.0 Sft., together with undivided share of land admeasuring 47.31 Sq.Yds.,
3.	Fourth Floor	402	1200.0 Sft., together with undivided share of land admeasuring 40.0 Sq.Yds.,
4.	Fifth Floor	501	1475.0 Sft., together with undivided share of land admeasuring 47.31 Sq.Yds.,
5.	Fifth Floor	502	1200.0 Sft., together with undivided share of land admeasuring 40.0 Sq.Yds.,

Note: Including all common areas and 5 Car Parking at Stilt.

TO THE LAND OWNER NO.1 & LAND OWNER NO.2 AND BUILDER JOINTLY

Sl. No.	Floor	Flat Nos.	Plinth Area
1.	Second Floor	202	1200.0 Sft., together with undivided share of land admeasuring 40.0 Sq.Yds., (i.e., Land Owner No.1: 835.75 Sft., Land Owner No.2: 100.50 Sft., & Builder: 263.75 Sft.,)

Note: Including all common areas and 1 Car Parking at Stilt.

SCHEDULE OF THE PROPERTY

All that the **Proposed Residential Apartment (Stilt + 5 Upper Floors)** on the Residential Premises bearing Plot No.163, land admeasuring 327.0 Sq.Yds., or 273.37 Sq.Mtrs., and Western Part of Plot No.164, land admeasuring 109.55 Sq.Yds., or 91.58 Sq.Mtrs., thus total land admeasuring 436.55 Sq.Yds., or 364.95 Sq.Mtrs., under Survey Nos.253/2 & 254/2, situated at Shanthi Nagar Colony, Yaprall Village, Alwal, the then Alwal Municipality, now under GHMC, Malkajgiri Circle, the then Malkajgiri Mandal, now Alwal Mandal, the then Ranga Reddy District, now Medchal-Malkajgiri District, and bounded as under:-

NORTH : Neighbour's Land
 SOUTH : 40'.0" Wide Road
 EAST : Eastern Part of Plot No.164
 WEST : Plot No.161

B. Srinivasulu Reddy
 Owner

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Description of the Building:

- | | | | |
|----|---------------------------|---|--|
| 1) | Nature of roof | : | RCC Roof |
| 2) | Type of structure | : | Framed Structure (Stilt+5 Upper Floors) |
| 3) | Age of the Building | : | New |
| 4) | Total Extent Site | : | 436.55 Sq. Yards or 364.95 Sq.Mtrs., |
| 5) | Stilt Floor for Parking | : | 2,675.0 Sft., |
| | First Floor | : | 2,675.0 Sft., |
| | Second Floor | : | 2,675.0 Sft., |
| | Third Floor | : | 2,675.0 Sft., |
| | Fourth Floor | : | 2,675.0 Sft., |
| | Fifth Floor | : | <u>2,675.0 Sft.,</u> |
| | | | <u>16,060.0 Sft.,</u> |
| 6) | Executant's Consideration | | |
| | Value of the Building | : | NIL |
| 7) | Market value the property | | |
| | as per basic Register | : | Rs.1,67,19,000/- (@ Rs.1100/- per Sft.,
& Rs.750/- per Sft.,) |

CERTIFICATE

I/We hereby declare that the particulars given above are true to the best of my /our knowledge, and in any case if under valuation is detected in this transaction I/We am/are bound to pay the deficit duties and the penalties at (three times) as required under Sec.27 & 64 of Indian stamp Act or to face prosecution.

IN WITNESS WHEREOF the parties to this Deed have put their respective signatures on the day, month and year as aforementioned with their free will, full consent and good conscience, without any coercion, undue influence, fraud, misrepresentation and in sound senses and good health, after understanding the contents in the presence of the following witnesses.

WITNESSES:-

1. 

2. 

B. S. Hanumanthappa



SIGNATURE OF THE FIRST PARTY.



SIGNATURE OF THE SECOND PARTY.

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

విరునామా: S/O బాదం సుబాష్ చంద్ర బోస్, 27/4/184-2, రంజి నగర్, పల్లెటూరు పార్క్, దగ్గర, ఒప్పాన బాబా తొమ్మల పల్లెటూరు, నెల్లూరు, ఆంధ్ర ప్రదేశ్ - 524002

Address: S/O Badam Subash Chandra Bose, 27/4/184-2, ramji nagar, near children's park, opp sai baba temple first right, Nellore, Andhra Pradesh - 524002

1947 | help@uidai.gov.in | www.uidai.gov.in

भारत सरकार
GOVERNMENT OF INDIA

బాదం శరత్ కుమార్
Badam Sharath Kumar
పుట్టిన తేదీ/DOB: 23/05/1979
పురుషుడు/ MALE

7297 1594 8667
VID : 9161 1115 7438 2189

B. Sharath Kumar

भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

విరునామా: S/O: డిల్లీ పాటిల్, 16-3-687-1, రామమూర్తి నగర్, నిల్లూరు, స్టోన్ హౌస్ పాస్, ఆంధ్ర ప్రదేశ్, 524002

Address: S/O: Dilip Patil, 16-3-687-1, ramamurthi nagar nellore, Nellore, Stonehousepass, Nellore Andhra Pradesh, 524002

Aadhaar - Aam Aadmi ka Adhikar

भारत सरकार
GOVERNMENT OF INDIA

పవన్ పాటిల్
Pavan Patil
పుట్టిన తేదీ / DOB: 04/11/1979
పురుషుడు / MALE
Mobile No.: 8143119759

8538 1774 3821
VID : 9104 6633 3867 9907

నా ఆధార్, నా గుర్తింపు

భారత విశిష్ట గుర్తింపు ప్రాధికార సంస్థ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

విరునామా: S/O: లేట్ బి వి భాస్కర్ రావు, 20-70/7, గౌతమీ నగర్ కాలనీ వాటర్ ట్యాంక్ వెనుక, మల్కాజ్గిరి తిరుమలగిరి, మల్కాజ్గిరి, హైదరాబాద్ ఆంధ్ర ప్రదేశ్, 500047

Address: S/O: Late B V Bhasker Rao, 20-70/7, Goutham Nagar Colony, Behind Water Tank, Malkajgiri, Tirumalagiri, Malkajgiri, Hyderabad, Tirumalagiri, Andhra Pradesh, 500047

భారత ప్రభుత్వం
GOVERNMENT OF INDIA

బండ్లమూడి సుందర్ రాజ్
Bandlamudi Sundar Raj

పుట్టిన తేదీ/Year of Birth: 1962
పురుషుడు / Male

4299 3746 1751

ఆధార్ - సామాన్యుని హక్కు

भारतीय विशिष्ट पहचान प्राधिकरण
Unique Identification Authority of India

విరునామా: పంజాబ్ కుటుంబం: రంగస్వామి సుబ్రహ్మణ్యం, ఎఫ్ నెం 304, హి నెం 37-18/655/304, వినయర్ సెడర్, డిఫెన్స్ కాలనీ, సైనికపూరి, హైదరాబాద్, తెలంగాణ, 500094

Address: C/O: Rangaswamy Subramaniam, F no 304, H No 37-18/655/304, Vineyard Cedar, Defence Colony, Sainikpuri, Hyderabad, Telangana, 500094

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Government of India

సుబ్రహ్మణ్యం భరణి
Subramaniam Barani
పుట్టిన తేదీ / DOB: 06/01/1990
పురుషుడు / Male

4584 2975 0948

मेरा आधार, मेरी पहचान

భారత విశిష్ట గుర్తింపు ప్రాధికార సంస్థ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

విరునామా: S/O మేకల నాగయ్య లేట్, 13-101, పంజాబ్ నగర్, మల్కాజ్గిరి, మల్కాజ్గిరి, రంగారెడ్డి, ఆంధ్ర ప్రదేశ్, 500047

Address: S/O Mekala Nagaiah Late, 13-101, SANJAY NAGAR, MALKAJGIRI, Malkajgiri, Rangareddi, Andhra Pradesh, 500047

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భారత ప్రభుత్వం
GOVERNMENT OF INDIA

మేకల లక్ష్మణ్ రావు యాదవ్
Mekala Laxman Rao Yadav

పుట్టిన తేదీ/Year of Birth: 1976
పురుషుడు / Male

8765 9311 9205

ఆధార్ - సామాన్యుని హక్కు