

CS No: 2655/23

DOCT No. 2656/2023 // ORIGINAL //



తెలంగాణ తెలంగాణ TELANGANA

AW 873752

Sl. No: 2316 Date: 23-03-2023
Sold To: Y. SHARATH CHANDRA
S/o: Y. RAVI PRASAD R/o: HYD
For Whom: SARVESHVARI CONSTRUCTIONS

G. Sreemanth
GOPA SREEMANTH

Licensed Stamp Vendor
Lic. No.15-10-038/2019
RL. No.15-10-072/2022
Shop No.7, Plot No.44, Madhapur,
Serilingampally, Ranga Reddy,
Phone No: 9703416341.

DEVELOPMENT AGREEMENT-CUM-IRREVOCABLE GENERAL POWER OF ATTORNEY

This DEVELOPMENT AGREEMENT-CUM-IRREVOCABLE GENERAL POWER OF ATTORNEY ("Agreement") is executed on this the 25th day of, March, 2023 at Hyderabad, Telangana by and between:

SRI. A.KRISHNA REDDY, S/o: LATE VENKAT REDDY, aged about 51 years, occupation: Business, Resident of H. No. 8-2-6/2, Raghavendra Colony, Champapet, Ranga Reddy District, (Hyderabad), Telangana State.

AADHAR No. 4226 8314 7293

PAN No. AFGPA2967M

(Hereinafter referred to as the "Owner", which term shall, unless repugnant to the context or meaning thereof, mean and include their successors, representatives, executors, administrators and assignees etc.) of the First Part.

AND

M/s. SARVESHVARI CONSTRUCTIONS, a Partnership firm under the provisions of the Partnership Act, 1932, (Registration No. 335 of 2021), having its registered office at Plot No. 11 & 12, First Floor, Amar Society, Serilingampally Mandal, Kavuri Hills, Hyderabad - 500 081, (PAN No. AEIFS6293K) represented by its Partner and Partner, SRI. Y. SHARATH CHANDRA, S/o: RAVI PRASAD, aged about 31 years, occupation: Business Resident of Plot No. 146, Road No. 10-C, M.P. & M.L.A. Colony, Jubilee Hills, Hyderabad, Telangana state. AADHAR CARD No. 239633906516.



Presentation Endorsement:

Presented in the Office of the Sub Registrar, Serilingampalli 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 12 and 1 on the 25th day of MAR, 2023 by Sri A.Krishna 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. SARVESHVARI CONE [1522-1-2023-2699]	M/S. SARVESHVARI CONSTRUCTIONS REP BY Y.SHARATH CHANDRA S/O. RAVI PRASAD JUBILEE HILLS, HYDERABAD	
2	EX		 A. KRISHNA REDDY::25/03/ [1522-1-2023-2699]	A. KRISHNA REDDY S/O. LATE. VENKAT REDDY CHAMPAPET, HYDERABAD	

Identified by Witness:

Sl No	Thumb Impression	Photo	Name & Address	Signature
1		 c sheshagiri rao::25/03/2023. [1522-1-2023-2699]	c sheshagiri rao hyd	
2		 B SRIKANTH REDDY::25/03/ [1522-1-2023-2699]	B SRIKANTH REDDY MEDAK	

25th day of March, 2023

Signature of Sub Registrar
Serilingampalli

E-KYC Details as received from UIDAI:

Sl No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXX2724 Name: Chakilam Sheshagiri Rao	S/O Chaklam Yadagiri Rao, Chintalakunta, K.v. Rangareddy, Telangana, 500074	
2	Aadhaar No: XXXXXXXX9517 Name: Bobbiligama Srikanth Reddy	S/O Bobbiligama Manik Reddy, Chi.Konapur, Medak, Telangana, 502295	
3	Aadhaar No: XXXXXXXX7293 Name: Aedla Krishna Reddy	S/O Late Aedla Venkat Reddy, Karmanghat, K.v. Rangareddy, Telangana, 500079	

Note (1) Copies has Been Registered
Along With The Original

Sub Registrar
Serilingampalli

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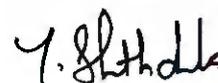
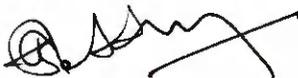
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(Hereinafter referred to as the "DEVELOPER" which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor- in-interest, and permitted assigns of the Other Part)

The "Owner" and the "Developer" are hereinafter collectively referred to as "the PARTIES" and individually as "the Party"

- A) The Owner is the absolute Owner and possessors of the land admeasuring 400 Sq. Yards comprising of the open plotted area 276 Sq. Yards in Sy. No. 54 and 124 Sq. Yards in Sy. No. 55/1 of Raidurg Navkalsa village, Serilingampally Mandal, Ranga Reddy District, (Hyderabad), Telangana State, having acquired through Registered Sale Deed bearing Document No.6986 of 2016 dated 06-07-2016 on the file of S.R.O., Serilingampalli executed by Sri. M. Suresh Goud and others (hereinafter referred as the "Schedule Property" morefully described in Schedule A).
- B) The Owner has represented that it is in exclusive possession and enjoyment of the Schedule Property without any encumbrances and has approached the Developer to undertake the development of the same.
- C) The Owner and the Developer are desirous of constructing a multistoried building upon the Schedule Property combining it with the adjacent lands, and construct a single residential use ("Project"). And the Owner has agreed to contribute his schedule property into a common pool along with the adjacent Owner of the land and facilitate to develop a single residential project with common amenities and facilities and consequently agreed to share the constructed area/apartments proportionate to the extent of Ownership of land held by each of them. The Developer has also agreed to join all the adjacent lands into a single residential project with common amenities and facilities and enter into a registered development agreement with such terms and conditions as it may think fit and appropriate.
- D) The Developer will enter into separate registered development agreements with each of the adjacent Owner and will enter into a supplementary development agreement along with all the Owner part of the project after obtaining the building permit and share the constructed area/apartments on mutually agreed terms.
- E) Notwithstanding anything contrary contained in this agreement, it shall be Construed that
- (i) Any reference to the development of schedule property, contribution of the property by the land Owner and the development agreement, it shall always be construed and deemed to be referring to the joint development agreement having and combing the entire extent of project area, which includes the schedule Property and as well as the Owner and respective Schedule Property subject to the context and meaning.



E-KYC Details as received from UIDAI:

SI No	Aadhaar Details	Address:	Photo
4	Aadhaar No: XXXXXXXX6516 Name: Yelishala Sharath Chandra	S/O Yelishala Ravi Prasad, Shaikpet, Hyderabad, Telangana, 500033	

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						
	Stamp Papers	Challan u/S 41 of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	Total
Stamp Duty	100	0	270000	0	0	0	270100
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	371000	0	0	0	371100

Rs. 270000/- 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. 27000000/- was paid by the party through E-Challan/BC/Pay Order No .712TZN240323 dated 24-MAR-23 of ,SBIN/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 371050/-, DATE: 24-MAR-23, BANK NAME: SBIN, BRANCH NAME: , BANK REFERENCE NO: 7719144158940.PAYMENT MODE:NB-1001138,ATRN:7719144158940.REMITTER NAME: SARVESHVARI CONSTRUCTIONS,EXECUTANT NAME: A.KRISHNA REDDY,CLAIMANT NAME: SARVESHVARI CONSTRUCTIONS).

Date:
25th day of March,2023

Signature of Registering Officer
Serilingampalli

4-14 చె లె 1945-5E

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1వ పుస్తకం 2023.....వ సం॥ (శ.శ. 1945..)

పు.....2656.....నెంబరుగా రిజిస్టరు చేయబడి

స్థానికు నిమిత్తము గుర్తింపు నెంబరు - 1522

.....2656...../2023..... గా ఇవ్వబడినది.

2023..... వ సం॥ మార్చి నెంబరు 25 వ తేదీ


K. MADHU SUDHAN REDDY
Sub-Registrar
Seri Lingampally

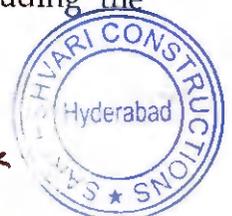


- (ii) All the Development Agreements part of the Project, and their terms and conditions shall always be read in harmony and meant to be referring to the joint development of the scheduled land along lands of the adjacent Owner with mutual/respective rights, obligations and sharing of the respective constructed area built on the project land.
- F) Whereas, the Developer has capability in developing residential and commercial properties and has agreed to develop the Schedule Property on the terms and conditions mentioned herein.
- G) The Owner and the Developer having discussed the terms of the development are desirous of reducing the terms of their development into writing.

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

1. Definitions:

- 1.1. "Act" means the Real Estate (Regulation and Development) Act, 2016.
- 1.2. "Affiliate" means with respect to any Person (as defined hereinafter), any other Person that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under the common control of, such Person. The expressions "control", "controlling" or "controlled", in relation to any Person, means the possession, direct or indirect, of the power to direct, or cause the direction of the management and policies of such Person, through Ownership of the voting securities or partnership interests, whether by contract or otherwise;
- 1.3. "Agreement" means this Development Agreement cum Irrevocable General Power of Attorney.
- 1.4. "Approval(s)" means any and all approvals, authorizations, licenses, permissions, consents, no objection certificates (including, for the avoidance of doubt, the Sanctioned Plan and all approvals required in connection with or pursuant to the Sanctioned Plan) and construction insurances for the commencement of the development of the Project including without limitation, environmental clearances, consent for establishment, change of land use, conversions, temporary power connections and all other approvals and/or permissions from any other statutory or Governmental authorities whether State or Central, as may be applicable or required for the purposes of commencing construction and development activity, on the Schedule Property;
- 1.5. "Association" shall mean, the Association to be formed by the Flat Owner for their welfare for the purpose of maintenance and management of Common Areas and Amenities in Schedule Property or the Project including the Schedule Property.



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- 1.6. "**Business Days**" means any day, other than a Saturday, Sunday or a public holiday, i.e., the day on which banks are open for transaction of normal banking business;
- 1.7. "**Common Areas**" means and include all such areas which are available for common enjoyment, such as, water tanks, parks, play areas, pathways, roads, club houses, septic tanks, Effluent Treatment Plant, Cooking Gas Storage facility and all such amenities including parking areas etc.;
- 1.8. "**Developer's Share**" means the Saleable Area as allocated to the Developer Share in Schedule B to this Agreement, more fully detailed or identified in the Supplementary Agreement to be entered into in between the Owner and the Developer as defined in Clause 1.18 and in terms of Clause 4.6 and 5.2, hereunder.
- 1.9. "**Development Period**" means the time allowed for the Developer under this Agreement to Develop the Project from the date of securing the Sanctioned Plan till the date of delivery of possession of the Owner's Share to the Owner by the Developer, i.e., not exceeding a period of 48 months and the grace period of additional 6 (six) months; from the date of release of the Approval(s) necessary for commencing the construction. (Time for obtaining permissions/approvals is 6 months).
- 1.10. "**Encumbrances**" means any pledge, lien, non-disposed undertaking, charge, mortgage, priority, hypothecation, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, liens pending, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the Schedule Property and/or the Project;
- 1.11. "**Owner's Share**" means the Saleable Area as allocated to the Owner Share in Schedule B to this Agreement; more fully delineated or identified in the Supplementary Agreement to be entered between the Owner and the Developer as defined in Clause 1.18 and in terms of Clause 4.6 and 5.2, hereunder.
- 1.12. "**Person**" includes any individual, firm, company, governmental authority, joint venture, association, partnership or other entity (whether or not having separate legal personality);
- 1.13. "**Project**" shall mean the development or refer to process of development of the Schedule Property into a residential/mixed complex, in accordance with the Approvals secured by the Developer and in pursuance of this Agreement, as specified in Schedule C;
- 1.14. "**Project Plan**" shall mean the plan prepared by the Developer for the construction and development of the Project;



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- 1.15. "**Rules**" means Telangana Real Estate (Regulation and Development), Rules 2017;
- 1.16. "**Saleable Area**" includes carpet area plus veranda/balcony/terrace area which are exclusively meant for the purchaser plus the proportionate share of Common Areas and any other area as agreed between the Developer and the purchaser in the agreement of sale for which a proportionate cost has been collected from the purchasers.
- 1.17. "**Sanctioned Plan**" means the Project Plan as approved by the concerned statutory authorities, subject to any changes required to be made thereto for procuring such Approval of the concerned statutory authorities.
- 1.18. "**Supplementary Agreement**" means the Agreement that will be executed pursuant to clause 4.6 and 5.2, which includes all the Owner of the adjacent land who will be part of the Project.

Words and expressions used but not defined in this Agreement, but defined in the Act, shall have the same meanings respectively assigned to them in the Act.

2. Scheme for Development:

- 2.1. The Owner hereby contribute Schedule Property along with the adjacent Owner for the purpose of development into the development scheme on the assurance of the Developer to develop the Schedule Property into a residential / mixed complex/Project and the Developer agrees to obtain Approvals and develop the Schedule Property as per the permissions granted by the relevant authorities and as per the provisions of the Act and the Rules.
- 2.2. The Project shall be developed by the Developer in strict compliance of applicable laws and regulations and the specifications of the Project as laid down in **Schedule C**.

3. Rights of the Developer:

- 3.1. The Developer is hereby granted with the development rights over the Schedule Property and a license coupled with interest and is permitted to have possession of the Schedule Property for the purpose of carrying out the development work as per the terms of this Agreement.
- 3.2. The Developer has the right to combine the Schedule Property with the adjacent lands and develop the entire extent of the land as a single project and allot the contracted area/apartments along with undivided and proportionate share of land in the project area.



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- 3.3. The Developer shall be entitled to sell, mortgage or otherwise transfer its share and execute sale deeds or other modes of conveyance in favour of the purchasers or their nominees, without any further reference or resort to the Owner, only after execution of the Supplementary Agreement duly earmarking the share of the Owner and Developer hitherto and subject to compliance of the Act.
- 3.4. The Developer shall be entitled to advertise, offer for sale and enter into Agreement of Sale with third parties in respect of its share, receive monies, issue discharge receipts and appropriate the proceeds, but in strict compliance with the Act and Rules.
- 3.5. The Developer has the right, without liability to the Owner, to avail/raise the Project/working capital finance required for the construction in the Schedule Property on the security of development rights of the Developer and the Developer's share only as per this Agreement, provided that there shall be no personal liability on the Owner or their share with regard to any liability in respect of such Project/working capital finance availed by the Developer and further that the Owner shall not be treated as co-borrower, mortgagor or guarantor for such loan and its share shall not be liable for any such loan. The Owner shall render all necessary cooperation to the Developer to facilitate or as may be required on the security of development rights of the Developer and on the Developer's share to be constructed from time to time, at the cost of the Developer to enable the Developer to secure such project capital/ finance for construction.
- 3.6. The Developer shall, at its own cost and expense, be entitled to deal with all the statutory authorities including Greater Hyderabad Municipal Corporation (GHMC) and the Service providers including the TSSPDCL, HMWS&SB etc., for the purpose of this Development Agreement on behalf of the Owner.
- 3.7. The Developer shall be entitled to appoint or remove professionals like architects of international repute, structural engineers, interior designers, electrical and other consultants of repute and on such terms as it deems fit and proper.
- 3.8. The Developer shall be entitled to appoint or engage contractors, sub-contractors, suppliers, employees, workers etc., at its cost and enter into necessary agreements with all such persons without any further reference to the Owner.

4. Developer's Duties:

- 4.1. The Developer shall develop the Schedule "A" Property along with adjacent lands as a single residential/mixed property and for that purpose strictly follow the provisions of the Applicable Acts and the Rules.



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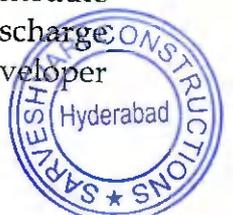
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- 4.2. The Developer at its cost shall prepare or cause preparation/draw the building plans/drawings/designs, etc., as per the requirement of National Building Code, Building bye-laws, rules and regulations for construction of the Project and submit the same to the GHMC or to any competent authority for Approval(s).
- 4.3. The Developer shall obtain all Approvals necessary for commencing construction of building/s and development of the Schedule Property
- 4.4. The Developer is empowered to modify, add and/or delete the contents in the Sanctioned Plan to the extent permissible under law with the written approval of the Owner, which shall not be withheld beyond 30 days by the Owner. However, such written approval is not necessary if such modification, addition and/or deletion is mandated by the Authorities for compliance with National Building code or the statutory regulations.
- 4.5. The Developer shall obtain all the necessary Approval(s), permissions, NOCs, clearances etc., including Sanctioned Plan at its cost and efforts, well within 6 months from the date of execution or registration of this Agreement. However, if Developer fails to obtain the approval within 6 months.
- 4.6. Subject to procuring Approval(s) as aforesaid, the Developer and the Owner will enter into a Supplementary Agreement to this Agreement demarcating the areas finally falling to the share of respective Party.
- 4.7. The Developer shall complete the construction in Schedule Property and deliver the Owner's share duly completed in all respects, to the Owner as per the terms of this Agreement, within 48 months along with an additional 6 months grace period from the date of the release of the Approval(s) necessary for commencing construction. However total completion period allowed/agreed is 6 months +48months + 6 months i.e. 60 months from the date of this agreement.
- 4.8. If the Developer fails to complete the construction and deliver the areas allocated to the Owner, under Schedule B of this Agreement, within the Development Period, the Developer shall be liable to pay liquidated damages @ Rs. 5 (five) per square foot per month till the areas allocated to the Owner or part thereof, are delivered. This Clause shall apply for any delay beyond the period as detailed in Clause 4.7 above.
- 4.9. The Developer shall pay the remuneration/fees payable to the professionals like architects, structural engineers, interior designers, electrical and other consultants, including the contractors, sub-contractors, suppliers, employees, workers, workmen etc. and shall be solely liable to any claims or disputes arising out of the terms of the Vendor's Contract as may be entered by, and in between the Developer and the respective Architect/Structural Engineer/interior or any other designer /Vendor/ Contractor/Employee/ Worker/Workman; and in no event whatsoever the Owner or the Schedule Property will be liable or can be used as a charge of lien or security to discharge the Developer's liability towards any claims or disputes against the Developer and it shall be independently liable.



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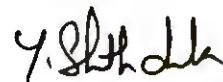
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- 4.10. The Developer shall alone be liable for all expenditure for the purpose of development including the cost of construction, administrative and marketing costs including the amounts required for the purpose of debt servicing, preparation of plans, designs, wages, documentation and those required for statutory compliances like Provident Fund, ESI, Gratuity, Workmen's Compensation, Contract Labour Act etc., or any other expenditure required for or incurred or liable to be incurred for the purpose of the construction and other development of Project as per the terms of this agreement.
- 4.11. The Developer shall be liable to obtain all such insurances as may be notified by appropriate government in accordance with the law for the time being in force including the RERA Act and the RERA Rules. However, Title Insurance if mandated by RERA Act would be the responsibility of the Owner. However, in such event, the Developer can proceed ahead and obtain such insurance policy as may be required and can have such premium reimbursed by the Owner.
- 4.12. The stamp duty and registration charges for this Agreement as well as the Supplementary Agreement that would be executed later shall be borne by the Developer.
- 4.13. The Developer shall adhere to the Sanctioned Plan, specifications and other terms of this Agreement.
- 4.14. The Developer shall form and register the Residents Welfare Association / Society ('**Association**') upon circulating the Constitution and Bylaws of such Association to the Owner in advance, i.e., at least a minimum period of 30 days, before the date of formation/registration of such Association; for its perusal and inputs, in writing, which shall not be delayed by the Owner, at any cost beyond 15 days from the date of receipt of the same. The Owner, and their prospective purchasers shall also join in the Association. The Developer or Owner or anyone claiming through them shall not recognize or deal with any Association other than the one formed and registered as per this Clause. Any amounts levied/collected towards advance maintenance or corpus fund towards any of the flats falling towards the Owner's Share or to that of the Developer's Share are to be fixed by the Developer in consultation with the Owner and any amount mutually agreed by the Parties for the aforesaid purpose shall be deposited in terms of the Bylaws of the Association by the respective Party.



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4.15. The Developer shall be entitled to have lien over part of the areas allocated to the Owner as per Schedule B to this Agreement, or as earmarked in the Supplementary Agreement as the case may be, till the entire refundable security deposit amounts to be refunded are fully paid. If such refundable security deposit amounts are not paid or paid partially, even after due notice of 30 days to be issued in writing to the Owner, the Developer shall be entitled to sell only the saleable units which is proportionate to the value of the refundable security deposit amounts, as may be outstanding at that point of time, in accordance to the then existing market rate per square feet out of the areas earmarked in Schedule B and morefully delineated in the Supplementary Agreement for realization of the amounts due and in such case, the authority and power of attorney to sell granted under this Agreement shall extend to such areas earmarked as above, to be sold for realization of the amounts due to the Developer. The Owner shall refund or reimburse all such refundable security deposit amounts due, if any, to the Developer at the time of delivery of the Owner's share in accordance with the terms of this Agreement.

4.16. The Developer shall be entitled for the cost for any extra quality, modification, extra material or other furnishings that may be built, made or provided by the Developer, either on account of requirements of construction or at the request of the Land Owner over and above or other than those specified under this Agreement. It is clarified that the Developer is not entitled to resort to this clause, unless it has obtained the written consent of the Land Owner before incurring any costs towards building or providing any such extra quality, modification, extra material or other furnishings.

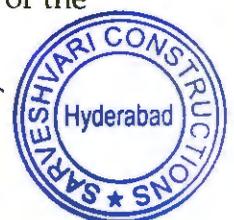
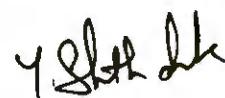
4.17. Either Party shall have right to demand performance of all or any obligations or duties of the other Party under this Agreement, in writing, at all times and legally enforce the same.

5. Sharing of Areas:

5.1. The Developer shall construct a residential Project as per the building permit received from the competent authority as per the relevant Statutes, Building Bye laws, Rules and Regulations and the suitability of the Schedule Property.

5.2. As the Owner shall be entitled to the share of the apartments as mentioned herein subject to the allotment of the apartments along with the other adjacent Owner in terms of the Supplementary Agreement.

5.3. The Owner is entitled to Twelve Thousand Three Hundred and Sixty Four square feet (12,364 sft.) and the Developer's share is 11480 Sq. feet of Saleable Area in the Project in the form of apartments, in proportion to the land contributed by the Owner irrespective of utilization of such land by developer in accordance to clause 5.3 hereunder. Where this number is a fraction of an apartment, the number will be rounded to the nearest, and opt for any of the following:



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- 5.3.1. The Developer, unless the Owner exercising its first option to acquire the difference area from the Developer; shall pay the fraction apartment price to the Land Owner at a price mutually agreed or at the then prevailing market price at which the other units allocated towards the Developer's Share are sold by the Developer.
- 5.3.2. If the land Owner exercises the right of first option to purchase the difference area from the Developer, the Land Owner shall pay the fraction apartment price to the Developer at a price mutually agreed or at the then prevailing market price at which the other units allocated towards the Developer's Share are sold by the Developer. Or
- 5.3.3. The Owner and Developer may, by entering a suitable Supplementary Agreement, choose to earmark their respective shares and vary or alter their areas mentioned in Schedule B hereto.
- 5.3.4. The earmarking and respective share of constructed area shall be made on fair and equitable distribution of constructed area based on extent of areas and facing apartments and also by appraising advantages / preferences and disadvantages.,
- 5.3.5. The Supplementary Agreement shall be executed within a period of 30 days from the date of obtaining the approval to enable the Developer to perform its obligations under this Agreement.
- 5.4. Actual land area for calculation of Owner's Share is to be the lower of the following
- Extent of land after physical survey of land at the time of handing over of possession
 - Or Extent of Land as per the land Owner's title documents.
- 5.5. Additionally, in the event that any Transferable Development Rights (TDR), for whatsoever reason, becomes available in the Project, then the Owner will have the first right to acquire such TDR and this shall be shared between the Parties in the same ratio, the total area as shared by the Parties as per Clause 5.3 and Schedule B of this Agreement. In case the Developer acquires such TDR, then the same shall fall to the share of the Developer as the Developer will be paying for such TDR.
- 5.6. The extent of land lost as part of the road widening specified by the government authorities would also be deducted for calculation of Owner's share at the time of supplementary agreement
- 5.7. Each party shall be liable to bear their respective share of taxes such as GST and such other taxes as applicable.



Y. S. H. D. L. L.



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6. Rights of the Owner:

- 6.1. The Owner shall be entitled to have the Schedule Property developed and completed in all respects as per the Sanctioned Plan, specifications and other terms of this Agreement and the Owner's Share be delivered to them within the stipulated time.
- 6.2. The Owner, subject to the other terms of this Agreement and Act, shall be entitled to sell or transfer its share to third parties, on its own right and title independently, without the Developer's intervention. However, the Owner at his option may require the Developer to be joined as a Party to any or all conveyance deeds executed with regard to transfer of any unit/flat in the Owner's Share.
- 6.3. The Owner shall be entitled to withdraw the license entrusted to the Developer subject to the act permitting it to be in possession of the Project Land (for the purpose of carrying out the development work as per the terms of this Agreement) in case of failure on the part of the Developer to complete the Project and in handing over possession of the Owner's Share within 48 months or within the next 6 months after expiry of the said 48 months, being the grace period allowed, from the date of the release of the Approval(s) necessary for commencing construction. Time period allowed for obtaining approval is 6 months from the date of agreement. Total period allowed/agreed for completion of the entire project is 60 months from the date of this agreement.

7. Duties of the Owner:

- 7.1. The Owner shall at all times be liable to ensure that its title to the Schedule Property remains clear and free of any encumbrances.
- 7.2. The Owner to the extent obligated from its side or requires their intervention under law, shall cooperate with the Developer for due implementation and completion of the Project and construction in the Schedule Property.
- 7.3. The Owner do hereby undertake not to cause any obstruction in any manner for the completion of the Project during Development Period in the interest of the development scheme and the third party purchasers and shall not seek any stay or injunction restraining such development including construction from any Court or other authority and all their claims against the Developer shall be limited to those mentioned in this Agreement and for recovery of damages, if entitled under Law.
- 7.4. The Owner has put the Developer in possession of the Schedule Property in accordance to clause 3.1 hereinabove and shall not hinder the access to the Schedule Property to commence and carry out the development of the Project and such obligation shall continue in order to permit the Developer to fulfil all its obligations as per the terms and conditions contained herein.



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- 7.5. The Owner undertakes that they shall be liable to incur all costs and expenses in relation to ensuring absolute marketable title to the Lands to enable the Developer to develop the Project.
- 7.6. The Owner shall bear the GST, or any other Taxes/Fees amount payable to various statutory authorities, proportionately to the areas allocated to the Owner as per Schedule B. However, all Taxes/Fees on the scheduled property prior to the execution of this agreement shall be completely borne by the Owner.
- 7.7. The Owner hereby undertakes to provide full assistance and cooperation in order to enable the Developer to obtain all Approvals, as contemplated herein.
- 7.8. The Owner hereby agrees and acknowledges that the Owner shall not revoke the right/permission/ license hereby granted under this agreement to the Developer to develop the Schedule Property during the Development Period, as the Developer will be incurring expenses for construction based on the Agreement with the Owner.
- 7.9. The Owner hereby agrees and acknowledges that statutory costs incurred by the Developer, in relation to conversion of the Schedule Property from industrial/manufacturing/any other use to residential use shall be paid by the Owner.
- 7.10. The Owner shall contribute 50% of the amount towards deposits payable to the service providers including the TSSPDCL, HMWSSB, etc., for the purpose of obtaining service connections for electricity, water and sewerage, gas, etc. for flats falling under Owner share. Such share of deposits shall be paid by the Owner within thirty days from the date of receipt of written notice from the Developer.
- 7.11. The Owner (or the purchasers of apartments from the Owner) shall be liable to pay maintenance charges and user charges as may be fixed by the Developer/ Association/Service Provider/Club House on par with other Flat Owner and shall not be entitled to any concessions as Owner for contributing Schedule Property for development, save the one agreed under Clause 4.14 above.
- 7.12. The Owner shall sign all the documents and other applications necessary for obtaining the permissions, clearances, etc., in its capacity as land Owner only to the extent required or for proper compliance of any Statute, Rule, Regulation including the Real Estate (Regulation and Development) Act, 2016 or of any terms of the permissions, clearances etc., granted or obtained for the purpose of development of the Schedule Property as may be required by the Developer from time to time..



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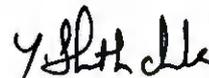
7.13. It is agreed to deposit the original documents pertaining to the Schedule Property in a bank locker which would be under Joint Custody of the Owner and the Developer on signing the Development Agreement, which shall be managed and operated by the Parties jointly and after completion of the development, the Parties shall hand over the original documents to the Association . However, in the event of default on the part of the Developer in timely completion of the Project, the Owner shall be entitled to claim and receive custody of the documents.

7.14. In the event of any dispute or difference arises in sharing of the apartments among the adjacent Owner, it shall be the responsibility of the Owner only, and shall never be a ground of termination or revocation of the development agreement or adverse claim against the Developer.

8. Representations, Warranties and Covenants:

8.1. Subject to the provisions of this Agreement, the Owner make the following representations and warranties:

- (a) The Owner has a clear and marketable title to the Schedule Property and have full rights, powers, authority and capacity under law to enter into this Agreement for granting development rights to the Developer;
- (b) The Owner is in peaceful possession and enjoyment of the Schedule Property and that there are no squatters on the Schedule Property;
- (c) The Schedule Property is free from all encumbrances and there is no action or inaction which could render the transaction contemplated by this Agreement as void/ unenforceable or untenable under law;
- (d) Save the rights or interest if any arise in terms of this Agreement, the Schedule Property is not subject matter of any acquisition, requisition or affected by any reservation or order of any Government authority, judicial or quasi-judicial authority adversely affecting the development of the Project on the Schedule Property;
- (e) The Owner is having unrestricted rights of alienation of the Schedule Property together with the Buildings constructed thereon, and that other than the Owner, no other Person(s) has/have any right, title, interest and/or claim of whatsoever nature in or upon the Schedule Property and the Owner are absolutely entitled to deal with the Schedule Property as they may deem fit and proper without any legal impediment(s) or disability(ies) of any nature whatsoever including without requirement of any approval or no-objection under Section 281 of the Income Tax Act 1961;
- (f) The Owner has all the power and authority to enter into and perform this Agreement and upon execution, this Agreement would constitute legal, valid and binding obligations of the Owner;



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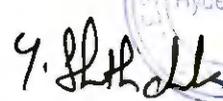
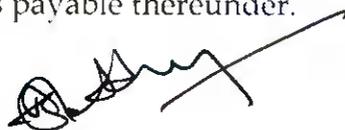
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- (g) The Owner have not entered into any agreement(s) for sale or alienation of the Schedule Property in any manner whatsoever or any other arrangement(s) for development or otherwise of the Schedule Property with any other Person(s), nor have they issued any power(s) of attorney or any other authority, oral or otherwise empowering any other Person(s) to deal with the Schedule Property in any manner howsoever;
- (h) The Owner had been regularly paying all taxes including property tax, cesses if applicable, registration dues and other outgoings with respect to the Schedule Property till the Effective Date to the concerned authority/ies
- (i) Entering into and performance of this Agreement does not conflict with any applicable laws and regulations or any agreements or documents to which the Owner is a party;
- (j) The execution of this Agreement and the performance of the obligations herein by the Owner is not contrary to and/or contravene any court order, judgment or decree applicable to the Owner;
- (k) The Owner has not mortgaged or created any charge or encumbrance on the Schedule Property or any portion there of as on the date of execution hereof and shall not create any encumbrance at any time after the date of execution hereof;
- (l) The Schedule Property is free from all environmental restrictions and is fit for the purpose of the development of the Project;
- (m) The Owner has not received any notice of violation of any law or municipal ordinance, order or requirement affecting the Schedule Property;
- (n) The Owner is solvent and is in a good financial standing to meet its obligations under this Agreement.
- (o) The Owner is having free and unhindered access to and from the Schedule Property and there is no pending or threatened litigation including without limitation insolvency, attachment or other forms of distress with respect to the Schedule Property or against the Owner which may adversely affect the rights of the Developer contained in this Agreement. In case the Owner fails to settle any existing and genuine third-party litigation/claims within 60 days of such litigation/claims having been noticed by the Developer, the Developer is at its liberty to settle such claims on such terms as it deems appropriate and notify the Owner on scheme of such reasonable settlement proposed and the Owner shall abide by such settlement, without demur and pay the amounts payable thereunder.



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- (a) The Developer shall be free and entitled to dispose off their share of area developed in the Project in such manner as it may deem fit without requiring any consent from the Owner; Only in accordance to the provisions of the Act and only after execution of Supplementary Agreement earmarking the allocation among themselves after obtaining the sanctioned building permission.
- (b) The Developer's possession of the Schedule Property and the lawful activities undertaken by the Developer thereon pursuant to this Agreement shall not be disturbed or interrupted by the Owner directly or indirectly under any circumstances;
- (c) The Developer shall alone be entitled to determine the name of the Project/the Buildings. However, the Developer may consider requests/suggestions made by the Owner with regard to naming the Project/Buildings.
- (d) The Developer is entitled to display/affix its name and/or brand name permanently on the Schedule Property or the construction made thereon and the same shall not be removed at any point of time.

9.8. The Developer recognizes that this Agreement imposes legal, valid and binding obligations on the Developer to be complied and strictly adhered to timelines stipulated under this Agreement

10. Marketing and Sales:

- 10.1. The Developer shall have the exclusive right to market and sell the Project for Developer's Share.
- 10.2. The Owner may sell their share in the Project in accordance with the conditions imposed under Clause 9.
- 10.3. Subject to the conditions imposed under Clause 9 of this Agreement, the Owner may sell their share in the Project in a manner they deem fit.
- 10.4. Upon the request of the Owner, the Developer shall sell the share of the Owner on the same price and terms as Developer's Share and proceeds from such sale shall be remitted to the Owner's account. However, Developer shall be entitled to deduct a marketing and sales fee as agreed. (under a separate agreement).
- 10.5. Once all of the built-up areas involved in the Developer's share is fully sold and Occupation Certificate is received, Owner shall have full discretion to retain, sell/lease at a price and in a manner, they deem fit and proper.



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11. Name of The Project, Publicity and Signage:

- 11.1. The Developer shall be entitled to brand, name and market the Project in a manner they deem fit and proper. However, the Developer may consider requests/suggestion made by the Owner with regard to naming the Project/Buildings/Blocks.
- 11.2. The Developer shall be entitled to erect sign board(s) on the Schedule Property advertising for sale and disposal of the built-up areas on the Schedule Property and to publish advertisements in newspaper(s), magazine(s), website(s) and such other media seeking prospective purchaser/s and otherwise market the Project in any manner howsoever.
- 11.3. Subject to the provisions of the Act, it is a specific term and condition of this Agreement that:
- The Developer shall be free to market and sell the apartments in the Project to any Person/company/firm, etc., as it deems fit to the extent of his share;
 - The name and/or identification numbers given to the buildings or portions thereof shall be displayed in a manner as may be decided by the Developer in its sole discretion;
 - The Owner shall not do any act or thing that may adversely affect the aesthetic appearance/beauty of the buildings nor do anything which may cause nuisance or obstruction or hindrance to the third party purchasers of the apartments of the Project.

IRREVOCABLE GENERAL POWER OF ATTORNEY

- As per and subject to the provisions of this Agreement, the Owner herein deems it expedient to authorize and appoint the Developer herein, namely, **M/s. SARVESHVARI CONSTRUCTIONS**, a Partnership firm under the provisions of the Partnership Act, 1932, (Registration No. 335 of 2021), having its registered office at Plot No. 11 & 12, First Floor, Amar Society, Serilingampally Mandal, Kavuri Hills, Hyderabad - 500 081, (PAN No. AEIFS6293K) represented by its Partner and Partner, **SRI. Y. SHARATH CHANDRA**, S/o: RAVI PRASAD, aged about 31 years, occupation: Business, Resident of Plot No. 146, Road No. 10-C, M.P. & M.L.A. Colony, Jubilee Hills, Hyderabad, Telangana state. **AADHAR CARD No. 239633906516** or any other person duly authorized by the Company through its resolution,; as its irrevocable lawful attorney for due discharge of all its obligations under this Agreement and to do the following things and acts, in its name, interalia:



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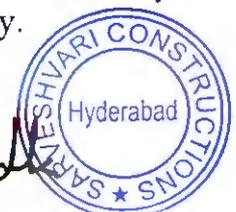
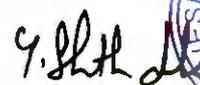
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2. To enter the Schedule Property, survey the same, prepare layout and service building plans, detailed drawings etc. and to sign and apply and follow up with all the concerned regulatory authorities, the matters relating to grant of licenses, approvals, sanctions, consents and registrations under relevant laws, rules, regulations, orders, notifications, for and in respect of the Schedule Property, to obtain sanctions and approvals of layout plans, building plans, zoning plans, completion/occupancy certificates etc., as required under applicable laws, rules, regulations, orders, notifications from time to time.
3. To do all such acts, deeds and things as may be required to landscape, divide/ sub divide the Schedule Property or carry out, or cause to be done, all technical and engineering activities for the purposes of the development of the Schedule Property and construction/ erection of buildings.
4. By itself or through third party contractors, to dig, build, erect, develop, construct and complete the buildings, structures for residential/commercial/retail/entertainment and/or recreation purposes on the Schedule Property and to submit all undertakings, agreements, affidavits, declarations, applications, bonds, etc., on behalf of the Owner, as required from time to time in connection therewith.
5. To do all necessary acts, deeds and things towards completion of the development of the Schedule Property including, without limitation, appointing architects, engineers, workmen and other personnel, obtaining necessary approvals including, without limitation, approvals for the Sanctioned Plan, the commencement certificate, occupancy certificate clearances, approvals, consents and no-objection certificates wherever applicable in the name of the Developer.
6. To prepare, consolidate, sign and furnish and file all relevant data(s), applications, undertakings, affidavits, etc., in the prescribed format for grant of all licenses, approvals, sanctions, consents and registrations for development of the Schedule Property from the concerned authorities.
7. To sign, execute, affirm, declare, verify, file, submit, furnish all applications and documents, deeds, information before various authorities and departments of the relevant government wherein applications, undertakings, declarations, etc., or any other document as may be required to be filed in connection with the Development Agreement.
8. To appear and act either personally or through its authorized officers, agents and/ or lawyers before all authorities, courts, tribunals, officers of the government/ semi government/ local bodies and/ or any other statutory bodies for and in connection with the above purposes.
9. To apply for and obtain water connections, sewerage disposal connections, electricity connections, environmental approvals and all other consents and approvals as may be required in connection with the development on the Schedule Property.



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10. To apply for and obtain any renewals of any licenses, approvals, sanctions, consents and registrations and to apply for and obtain transfer of any such licenses, approvals, sanctions, consents and registrations in favour of transferees of buildings/apartments with proportionate undivided share in Schedule Property, and in this regard to make various applications, execute undertakings, affidavits and such other deeds, documents and writings as may be required by the concerned local authority, including without limitation, jal board, electricity board, pollution control board etc.
11. To develop the Schedule Property on such terms and conditions as detailed in the Development Agreement and to take steps in this regard to alienate, encumber, convey, sell, exploit, transfer, mortgage including mortgage of land for securing its rights under the Development Agreement, charge, lease, license or otherwise deal with the buildings/apartments therein together with proportionate undivided interest in land in any manner as it may deem fit in order to give effect to the provisions of the Development Agreement.
12. To gift or otherwise transfer open spaces and Common Areas in Schedule Property, in favour of the Association or the local authority as the case may be, as per the law or the terms of any permission for construction or other sanction or clearances and execute suitable documents and present the same for registration and to comply with all the formalities of registration.
13. To enter into agreement/s of transfer or conveyance of the Developer's share to any third party purchasers/ allottees and if required, present the same for registration and obtain registration of the same.
14. To transfer by way of sale, mortgage, lease, gift or otherwise the areas allocated to the Developer and areas allocated to the Owner by way of signing the said deeds, registration, execution, and admit the registration before concerned registering authorities but retained by Developer on account of default of repayment of the interest free refundable deposit) and to receive consideration in respect thereof and appropriate the same, to issue discharge receipts without having to account for the same, to execute sale deeds or other conveyance in favor of third party purchasers/allottees and to present the same for registration and obtain registration and to deliver possession of the flats as to such allottees or third party purchasers, and enter into construction agreements with such allottees or third party purchasers.
15. To raise loans and/or other financial assistance by mortgaging/offering the Developer's share in the Schedule Property as security to such banks and/or institutions for the purpose of development of the Schedule Property and construction thereon and in the manner detailed in the Development Agreement.
16. At the cost and consent of the Owner, in writing, to perfect the title to the Schedule Property (if any defect is found therein) by making such lawful compromises and/or payments as may be necessary therein to any claimant of right or interest in the Schedule Property.



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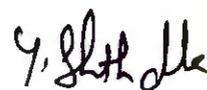
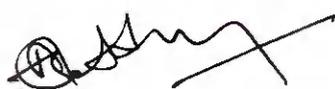
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17. To advertise, market the built-up apartments, put sign boards, hoardings on the exterior of the buildings in such manner as may be deemed fit and proper by the Developer in its sole and exclusive discretion, subject to existing laws and rules.
18. To execute apartment buyers agreements, sale/conveyance deeds, memorandum of understanding, agreements to lease, lease deeds, leave and license agreements, power of attorneys and/or all such relevant agreements/documents, term-sheets with respect to Developer's Share of the Built up Area in favour of prospective buyers/lessees for transfer of the buildings/ apartments thereof together with proportionate undivided interest in land along with all easement rights and other relevant appurtenances, rights and intents and in this regard to also do the following:
- ii. to present and admit execution of the Developers share of built up area for sale, conveyance, lease, assignment deeds and power of attorneys, rectification deeds for registration before the sub registrar of assurances and obtain duly registered documents from the office of the sub-registrar of assurances;
 - iii. to sign and move applications and other documents for obtaining mutation of the Schedule Property, rectification of existing records recording extent of Schedule Property in the local land records maintained by all concerned authority(ies) including but not limited to revenue, tehsil, Zileedar, Patwari, Assessor & Collector, Department of Town & Country Planning and the like;
 - iv. to appear in person to represent before the officers of all concerned local authority(ies) to secure mutation of the Schedule Property and rectification of local land records and to give any statement, affidavit, application, undertaking, indemnity bond or any other documents that may be required by the Developer for the purpose of construction and development of the Schedule Property;
- b. Subject to this Agreement, to execute and register the Supplementary Agreement earmarking the shares of both the Developer and the Owner of the entire extent of Project Area
 - c. To further delegate any or all of the powers as mentioned above for or on behalf of the Owner, to one or more persons and to revoke such delegation of authority at the discretion of the Developer.
 - d. To pay prescribed government fee and/ or charges for obtaining any sanctions, approvals, consents, permissions, water and/ or electricity connections, to the concerned governmental department/ authority.
 - e. To file a suit for declaration pursuant to the provisions of the Specific Relief Act, 1963 in the names and on behalf of the Owner at Developers cost and expense and for the purpose engage any lawyer/ solicitor, senior counsel, finalize and sign, verify and present execute the plaint verifications, interim applications, affidavits, rejoinders, replies and/ or file appeals and do all such acts, deeds, matters and things as may be deemed necessary to pursue the suit/ legal proceeding and to settle the suit/ legal proceeding subject to such terms and conditions as may be thought fit and proper.



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f. To do and execute all acts, deeds, matters and things which are incidental to and necessary for the implementation of all the powers vested herein the above and as may be necessary to be done on behalf of or by the Owner in relation to the Development Agreement. Further, the Owner hereby agrees to ratify all such lawful acts lawfully done by the Developer in pursuance of these presents.

(e) Indemnity:

a. The Owner shall indemnify and hold harmless the Developer, its affiliates, managers, members, directors, officers, employees and consultants against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise on account of:

(a) any delay caused at the instance of or attributable to the Owner, and/or

(b) any failure on the part of the Owner to discharge its liabilities and/or obligations under this Agreement, and/or

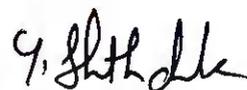
(c) on account of any act(s) or omission(s) or commission(s) or misrepresentations or for breach of any representation and warranties made under this Agreement, the other agreements proposed to be executed between the Parties.

b. The Owner shall indemnify and hold harmless the Developer against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise on account of any defect in or want of title in relation to the Schedule Property or any part thereof.

c. The Developer shall indemnify and hold harmless the Owner against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise on account of delay or defect in development of the Schedule Property and construction thereon in accordance with the terms hereof.

(f) Notices:

a. Any notice required or permitted to be given hereunder shall be in English language and shall be in writing. The notice shall be construed as effectively served (i) if delivered personally, upon receipt by the other Party; (ii) if sent by prepaid courier service, airmail or registered mail, within 5 (five) days of being sent; or (iii) if sent by means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given shall be addressed to the address given below:



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If served to all the Owner:

Address: **SRI. A.KRISHNA REDDY, S/o: LATE VENKAT REDDY**, aged about 52 years, occupation: Business, Resident of H. No. 8-2-6/2, Raghavendra Colony, Champapet, Ranga Reddy District, (Hyderabad), Telangana State.

If served to the Developer:

Address: **M/s. SARVESHVARI CONSTRUCTIONS**, a Partnership firm under the provisions of the Partnership Act, 1932, (Registration No. 335 of 2021), having its registered office at Plot No. 11 & 12, First Floor, Amar Society, Serilingampally Mandal, Kavuri Hills, Hyderabad - 500 081, (PAN No. AEIFS6293K) represented by its Partner and Partner, **SRI. Y. SHARATH CHANDRA, S/o: RAVI PRASAD**, aged about 31 years, occupation: Business, Resident of Plot No. 146, Road No. 10-C, M.P. & M.L.A. Colony, Jubilee Hills, Hyderabad, Telangana state. **AADHAR CARD No. 239633906516.**

- b. Any Party hereto may change any particulars of its address for notice, by notice to the other in the manner aforesaid. Such change shall be effective 5 (five) days from the date of receiving such notice.
- c. To prove service, it is sufficient to prove that in the case of post, that the envelope containing the notice was properly addressed and posted or, in case of email, that the notice was transmitted by email to the email address of the Party.

(g) Governing Law:

This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The courts at Hyderabad shall have the exclusive jurisdiction over.

(h) DISPUTE RESOLUTION

- a. The Parties shall seek to amicably resolve any dispute, controversy, claim or breach arising out of, or in relation to, this Agreement, including any dispute as to the existence or validity of this Agreement ("**Dispute**"). If the Parties fail to amicably resolve the Dispute within a period of 60 (sixty) days from receipt of the first written notice of the Dispute by a Party, either Party may resort to arbitration as provided for in Clauses 17.2 to 17.6 below.
- b. Any Dispute, which cannot be settled amicably by negotiations and discussions between the Parties under Clause 17.1, shall be finally settled by binding arbitration conducted in accordance with [the provisions of the Arbitration and Conciliation Act, 1996]¹. The arbitral tribunal shall consist of 3 (three) arbitrators of which the claimant(s) shall appoint 1 (one) arbitrator, the defendant(s) shall appoint 1 (one) arbitrator and the two arbitrators so appointed shall appoint the third arbitrator.





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- c. The seat or legal place of arbitration shall be in Hyderabad and the venue of arbitration proceedings shall be in Hyderabad. The arbitration provisions contained in this Clause 17 shall be solely and exclusively governed by the laws of India. The arbitration proceedings and the arbitral award shall be in English. For any interim and ad interim reliefs, the courts in Hyderabad, India or situated within the limits of GHMC, as may be conferred with original or pecuniary jurisdiction under provisions of the Code of Civil Procedure 1908, shall alone have exclusive jurisdiction.
- d. Arbitration shall not be deemed a waiver of any right of termination under this Agreement and the arbitral tribunal shall not be empowered to act or make any award other than based solely on the rights and obligations of the Parties prior to and including such termination. The arbitral tribunal may not limit, expand or otherwise modify the terms of this Agreement. The arbitral tribunal shall have powers to award only such remedy as is contemplated by this Agreement, including, as appropriate, injunctive relief.
- e. The costs of arbitration shall be borne as determined in the arbitration award.
- f. Subject to the award of the arbitrators or the award of any interim or ad interim relief in accordance with this Clause 17, neither the existence of any Dispute nor the fact that any arbitration or proceeding is pending hereunder shall relieve any of the Parties of their respective obligations under this Agreement. When any Dispute occurs, which is submitted to arbitration, except for the matter under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining obligations under this Agreement.

(i) **Force Majeure:**

- a. Force Majeure shall mean and include the following;
- i. War, flood, drought, fire, cyclone, earthquake, **epidemic, pandemic**, strike, or any other calamity caused by nature; Restriction by the Government, administrative, judicial, quasi-judicial authorities;
 - ii. Non-availability of construction material affecting the regular development of the Project, subject to notice of such non-availability to the Owner, in writing and at the option of the Owner to procure or arrange such unavailable construction material at a reasonable price from its own source, at Developer's Costs.
- b. The Owner agrees that, in the event that the completion of the Project is delayed on account of any of the aforesaid Force Majeure events, the Developer shall be entitled to extension of the time for delivery of the possession of the share of the area allocated to the Owner.



Y. S. H. S. H.



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Serilingampalli



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(j) **Relationship:**

- a. Nothing contained in this Agreement shall constitute or be deemed to constitute a partner to partner/employer-employee/principal-agent relationship as between the Parties.
- b. The Parties agree that the relationship as between them shall be on a principal to principal basis.

(k) **Amendment and Waiver:**

- a. This Agreement may be amended, modified or supplemented only by way of a written instrument executed by each of the Parties. No waiver of any of the provisions of this Agreement shall be effective unless set forth in writing by each of the Parties to this Agreement.

(l) **Limitation of Liability:**

- a. Notwithstanding any provision to the contrary, the Parties shall not be liable for one another's incidental, indirect, special or consequential damages (including lost profits or lost revenues), regardless of whether such liability arises in tort, contract, breach of warranty, indemnification or otherwise.

(m) **Assignment:**

- a. The Developer shall have the right to assign any of its rights and/or liabilities arising from this Agreement to any other entity and/or company for whole or part of the Project on such terms and conditions as it may deem fit. For the purposes of this Clause, it is clarified that such an assignment shall require prior consent in writing from the Owner. The Owner, if gives its consent, shall upon the request of the Developer, execute such documents and no objection certificates as may be required by the Developer for giving effect to such an assignment.

(n) **Severability:**

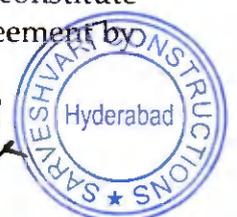
- a. If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

(o) **Counterparts:**

- a. This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts.



Y. Shih chle



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(p) **Entire Agreement:**

- a. Except as otherwise agreed between the Parties, this Agreement constitutes the entire agreement between the Parties as to its subject matter and supersedes any previous understanding or agreement on such subject matter between the Parties.

(q) **Interpretation:**

Except where the context requires otherwise, this Agreement will be interpreted as follows:

- (i) Words denoting any gender shall be deemed to include all other genders.
- (ii) Words importing the singular shall include the plural and vice versa, where the context so requires.
- (iii) The terms "hereof", "herein", "hereby", "hereto", "hereunder" and other derivatives or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case may be.
- (iv) Reference to the term "Clause" or "Schedule" shall be a reference to the specified Clause or Schedule of this Agreement.
- (v) The term "directly or indirectly" means directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements and "direct or indirect" shall have correlative meanings.
- (vi) All headings and sub-headings of Clauses and Schedules and use of bold typeface are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement.
- (vii) Reference to any legislation or Applicable Law or to any provision thereof shall include references to any such Applicable Law as it may, after the Execution Date, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision.
- (viii) Reference to the word "include" or "including" shall be construed without limitation.
- (ix) The Schedules and Recitals hereto shall constitute an integral part of this Agreement.
- (x) Terms defined in this Agreement shall include their correlative terms.
- (xi) Time for completion is 60 months from the date of permissions and essence in the performance of the Parties' respective obligations.



9. Sheth



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- (xii) References to the knowledge, information, belief or awareness of any Person shall be deemed to include the knowledge, information, belief or awareness of such Person after examining all information and making all due diligence inquiries and investigations which would be expected or required from a Person of ordinary prudence.
- (xiii) The Parties acknowledge that they and their respective counsel have read and understood the terms of this Agreement and have participated equally in its negotiation and drafting. Accordingly, no court or arbitrator construing this Agreement shall construe it more stringently against one Party than against the other.
- (xiv) If any provision in Clause 1 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- (xv) Capitalized terms used in this Agreement, if not defined in this Clause 1, but defined (within parenthesis and quotations) elsewhere in this Agreement, shall have the respective meanings so ascribed to such terms.
- (xvi) Any reference to "writing" shall include printing, typing, lithography, transmissions by facsimile or in electronic form (including e-mail) and other means of reproducing words in visible form but shall exclude messages via mobile devices / smartphones or messages of a similar nature.

SCHEDULE A

All that piece and parcel of the land admeasuring 400 Sq. Yards comprising of the open plotted area 276 Sq. Yards in Sy. No. 54 and 124 Sq. Yards in Sy. No. 55/1 of Raidurg Navkalsa village, Serilingampally Mandal, Ranga Reddy District, (Hyderabad)), Telangana State and bounded by:

NORTH : The Land of Y.Sharath Chandra & others in Sy. No. 40 & 46
SOUTH : The Land of Zaheed Ali
EAST : The Land of in Sy. No. 54 & 55/1
WEST : The Land of Makthal Krishna



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SCHEDULE B

(Developer's Share and the Owner's Share in the Project)

"Owner's share": A Saleable Area of Twelve Thousand Three Hundred and Sixty Four square feet with proportionate undivided share in the Schedule A Property, car parking lots and servant quarters shall be the Owner's share.

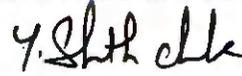
"Developer's share": The remaining Saleable Area 11480 Sq. feet , with proportionate undivided share in the Schedule A Property, proportionate car parking lots and servant quarters shall be the Developer's share.

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.

For SARVESHVARI CONSTRUCTIONS



OWNER



Managing Partner

DEVELOPER

WITNESSES:

1. 
2. 

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ANNEXURE - 1A

1. Description of Building : Proposed Residential Complex on Open land 400 Sq. Yards comprising of the open plotted area 276 Sq. Yards in Sy. No. 54 and 124 Sq. Yards in Sy. No. 55/1 of Raidurg Navkalsa village, Serilingampally Mandal, Ranga Reddy District
- (a) Nature of Roof : R.C.C.
- (b) Type of Structure : With Pillars.
2. Age of building : Proposed.
3. Total extent of site : 400 Sq. Yards
4. Total Built-up Area : 23,844 Sq. Feet in Thirty Six (36) Floors i.e. 662 Sft in each Floor (Proposed Area).
5. Car Parking : 1000 Sq. feet
5. Party's estimate of Market Value of the Building : Rs. 2,70,00,000/-

Date: 25/03-2023

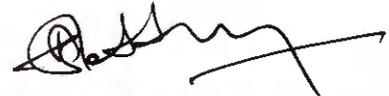


SIGN. OF THE EXECUTANT

CERTIFICATE

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

Date: 25/03-2023



SIGN. OF THE EXECUTANT

Y. Shihale



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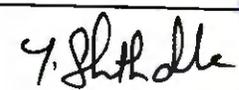
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**SCHEDULE -C
(Specifications)**

Foundation	As per structural design
Structure	RCC framed structure to withstand wind & Seismic loads as per IS Codes
Masonry	Clay bricks/ Fly ash bricks/ Aerocon or similar light weight brick for internal & external walls
Internal plaster	Walls - one coat 12 mm thick in CM 1:6 Ceiling- 6/8 mm thick
External plaster	Two Coats of Plastering 18 mm thick in CM 1:6 with water proofing compound
Internal finish	Painted with oil bound distemper over a coat of smooth lappam finish
Flooring	Standard Vitrified Tiles 2' x 2'
Flooring balconies	Standard Vitrified Tiles 2' x 2'
Flooring Toilets/Utility	anti-skid standard Ceramic Tiles 1' x 1'
Dado Toilets/utility	Standard Ceramic dado Tiles 1' x 2'
Main Door	Teak Wood Frame + Flush Shutter laminated/veneer finish
Other Doors	Non-Teak wood Frame + BSC Flush Shutter with laminated finish
Toilet/Balcony Door	Non-Teak wood Frame + BSC Flush Shutter with laminated finish
Windows/Ventilators	UPVC window system with floated glass
Door Handles and locks	Godrej or equivalent
Plumbing	CPVC concealed water supply with good quality C.P. fitting PPR pipe or that of equivalent quality for sewerage connections
	Borewell water. Provision for R/O plant to provide drinking water in kitchen.
	Provision for water softening plant and sewerage treatment plant.
Sanitary Fittings	CERA or equivalent
CP Fittings	Essess or equivalent
Fire Fighting Systems	As required as per local laws







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SECURITY	Site Completely compounded
	CCTV at important locations connected to security room for effective surveillance
	Intercom system connecting the flats to security room
Soft scape	Designer landscaping with aesthetically designed open areas.
Hardscape	BT internal Roads with adequate lighting
Car Parking	covered car parking as per local rules
Electrical	Concealed copper wiring of reputed make. Electrical Points - Modular type, provision for AC point in master bedroom. Provision for Exhaust point in kitchen and Toilets Provision for Geyser Point in all toilets
Electrical Fixtures	Anchor/Legrand or equivalent
DG sets	Generator Backup facility for lifts, pumps and common areas complete underground electrical cabling. Provision for three light and three fan points in each flat
Kitchen Platform	Granite platform with stainless steel sink. Dado up to 2'0- height above platform
Lift(s)	Adequate number of lifts for each block (passenger and service)
Piped Gas	Provision for piped gas system
Visitors Parking	AS per local norms
Rainwater Harvesting	AS per local norms
Utilities/wash	Provision for washing machine and wet area for washing utensils and glazed tiles up to 3'0" height
Telecom	A. Telephone points in living areas B. Intercom facility to all the units connecting Security
Cable tv	Provision for cable connection in living room
Internet	One internet provision in each flat

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2656 / 12023

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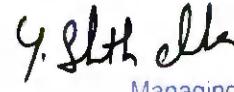
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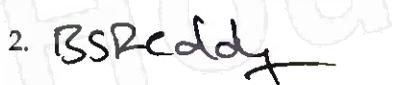
Common areas	
Flooring in Corridors	Standard Vitrified Tiles
Painting in Corridors	Birla Exterior Putty 2 coats + Primer 1 Coat + Two Coats of Emulsion Asian ACE Paint
External Painting	Birla Exterior Putty 2 coats + Primer 1 Coat + Two Coats of Emulsion Asian APEX Paint
Lift Cladding	Vitrified tiles
Amenities	Well Designed Club House with area comprising of 3% of BUA with facilities like gym, indoor games area, yoga room etc.

For SARVESHVARI CONSTRUCTIONS


OWNERS


Managing Partner
DEVELOPER

WITNESSES:

- 
- 

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Government of India



పేరు: ఆదల కృష్ణ రెడ్డి
Aedla Krishna Reddy
పుట్టిన తేదీ/DOB: 05/07/1972
పురుషుడు/ MALE

4226 8314 7293
VID : 9160 6852 3837 8548

నా ఆధార్, నా గుర్తింపు

భారత ప్రభుత్వం
Government of India

భారత ఏకైక గుర్తింపు ప్రాధికార సంస్థ
Unique Identification Authority of India



పేరు: ఆదల వెంకట్ రెడ్డి
S/O ఆదల వెంకట్ రెడ్డి, ప్లాట్ నెం. 8-2-6/2, రామవంశీ చాంపపేట, కర్ణాటక, క.వి. రంగారెడ్డి, తెలంగాణ - 500079

Address:
S/O Late Aedla Venkat Reddy, H No 8-2-6/2,
Street No: 1 Raghavendra Colony
Champapet, Karmanghat, K.v. Rangareddy,
Telangana - 500079

4226 8314 7293
VID : 9160 6852 3837 8548

నా ఆధార్, నా గుర్తింపు

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భారత ప్రభుత్వం
Government of India

భారత ఏకైక గుర్తింపు ప్రాధికార సంస్థ
Unique Identification Authority of India

సంబంధ సంఖ్య: Enrollment No: 1190082100030017

to
Yeliseela Sheresh Chandra
పేరు: యెలీశీలా శరేశ్ చంద్ర
S/O వెంకటాచారి ప్రసాద్
Plot No: 146 Road No: 10C
Raghavendra Colony
Karmanghat
Rangareddy
Andhra Pradesh - 500033
8790188024

ML 4883316826
14883314

2396 3390 6516

నా ఆధార్, నా గుర్తింపు

భారత ప్రభుత్వం
Government of India

భారత ఏకైక గుర్తింపు ప్రాధికార సంస్థ
Unique Identification Authority of India

సంబంధ సంఖ్య: Enrollment No: 1190082100030017

to
Yeliseela Sheresh Chandra
పేరు: యెలీశీలా శరేశ్ చంద్ర
S/O వెంకటాచారి ప్రసాద్
Plot No: 146 Road No: 10C
Raghavendra Colony
Karmanghat
Rangareddy
Andhra Pradesh - 500033
8790188024

ML 4883316826
14883314

2396 3390 6516

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భారత ప్రభుత్వం
Government of India



పేరు: బొబ్బిగమా శ్రీకర్తీ రెడ్డి
Bobbigama Srikarthy Reddy
పుట్టిన తేదీ/DOB: 04.03.1991
పురుషుడు/ MALE

8124 8560 9517
VID : 9148 2075 8106 0920

నా ఆధార్, నా గుర్తింపు

భారత ప్రభుత్వం
Government of India

భారత ఏకైక గుర్తింపు ప్రాధికార సంస్థ
Unique Identification Authority of India

పేరు: బొబ్బిగమా మణి రెడ్డి
S/O బొబ్బిగమా మణి రెడ్డి, ప్లాట్ నెం. 1-42, కొండపూర్ మండలం, క.వి. రంగారెడ్డి, తెలంగాణ - 502295

Address:
S/O Bobbigama Manik Reddy, 1-42
KONDAPUR MANDALAM, Ch. Konapur
Medak
Telangana - 502295

8124 8560 9517
VID : 9148 0075 8106 0920

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భారత ప్రభుత్వం
Government of India



పేరు: చాకిలం శేషగిరి రావు
Chakilam Sheshagiri Rao
పుట్టిన తేదీ/DOB: 16/08/1963
పురుషుడు/ MALE

8183 2017 2724
VID : 9146 5537 5889 1149

నా ఆధార్, నా గుర్తింపు

భారత ప్రభుత్వం
Government of India

భారత ఏకైక గుర్తింపు ప్రాధికార సంస్థ
Unique Identification Authority of India

పేరు: చాకిలం యాదగిరి రావు
S/O చాకిలం యాదగిరి రావు, ప్లాట్ నెం. 5-5-533, ప్లాట్ నెం. 18, అభయదయా నగర్, చింతలకాండ్ల, క.వి. రంగారెడ్డి, తెలంగాణ - 500074

Address:
S/O Chakilam Yadagiri Rao, 5-5-533 Plot
No:18, abhyudaya nagar, Chintalanka, K.v.
Rangareddy,
Telangana - 500074

8183 2017 2724
VID : 9146 5537 5889 1149

నా ఆధార్, నా గుర్తింపు

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Online Challan Proforma [Citizen copy]

Registration & Stamps Department
Government of Telangana

Registration & Stamps Department
Government of Telangana

Challan No: 712TZN240323

Challan No: 712TZN240323

Bank Code : SBIN

Payment : NB

Bank Code : SBIN

Payment : NB

Remitter Details

Name SARVESHVARI CONSTRUCTIONS
PAN Card No AEIFS6293K
Aadhar Card No
Mobile Number *****478
Address 12, FIRST FLOOR, AMAR SOCIETY,
SERILINGAMPALLY MANDAL, KAVURI
HILLS, HYDERABAD

Remitter Details

Name SARVESHVARI CONSTRUCTIONS
PAN Card No AEIFS6293K
Aadhar Card No
Mobile Number *****478
Address 12, FIRST FLOOR, AMAR SOCIETY,
SERILINGAMPALLY MANDAL, KAVURI
HILLS, HYDERABAD

Executant Details

Name A.KRISHNA REDDY
Address RAGHAVENDRA COLONY,
CHAMPAPET, RANGA REDDY
DISTRICT

Executant Details

Name A.KRISHNA REDDY
Address RAGHAVENDRA COLONY,
CHAMPAPET, RANGA REDDY
DISTRICT

Claimant Details

Name SARVESHVARI CONSTRUCTIONS
Address 12, FIRST FLOOR, AMAR SOCIETY,
SERILINGAMPALLY MANDAL, KAVURI
HILLS, HYDERABAD

Claimant Details

Name SARVESHVARI CONSTRUCTIONS
Address 12, FIRST FLOOR, AMAR SOCIETY,
SERILINGAMPALLY MANDAL, KAVURI
HILLS, HYDERABAD

Document Nature

Nature of Document Development Agreement Cum GPA
Property Situated in(District) RANGAREDDY
SRO Name SERILINGAMPALLI

Document Nature

Nature of Document Development Agreement Cum GPA
Property Situated in(District) RANGAREDDY
SRO Name SERILINGAMPALLI

Amount Details

Stamp Duty 270000
Transfer Duty 0
Registration Fee 100000
User Charges 1000
Mutation Charges 0
Haritha Nidhi 50
TOTAL 371050

Amount Details

Stamp Duty 270000
Transfer Duty 0
Registration Fee 100000
User Charges 1000
Mutation Charges 0
Haritha Nidhi 50
TOTAL 371050

Total in Words Three Lakh Seventy One Thousand
Fifty Rupees Only

Total in Words Three Lakh Seventy One Thousand
Fifty Rupees Only

Date(DD-MM-YYYY) 24-03-2023

Date(DD-MM-YYYY) 24-03-2023

Transaction Id 7719144158940

Transaction Id 7719144158940

Stamp & Signature

Stamp & Signature

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2656/2023

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CS NO: 2700/23 DOCT No. 2657/2023 // ORIGINAL //

SCANNED



తెలంగాణ తెలంగాణ TELANGANA

AW 873751

Sl. No: 7215 Date: 23-03-2023
Sold To: Y. SHARATH CHANDRA
S/o: Y. RAVI PRASAD R/o: HYD
For Whom: SARVESHVARI CONSTRUCTIONS

G. Sreemanth
GOPA SREEMANTH
Licensed Stamp Vendor
Lic. No.15-10-038/2019
RL. No.15-10-072/2022
Shop No.7, Plot No.44, Madhapur,
Serilingampally, Ranga Reddy.
Phone No: 9703416341.

DEVELOPMENT AGREEMENT-CUM-IRREVOCABLE GENERAL POWER OF ATTORNEY

This DEVELOPMENT AGREEMENT-CUM-IRREVOCABLE GENERAL POWER OF ATTORNEY ("Agreement") is executed on this the 25th day of, March, 2023 at Hyderabad, Telangana by and between:

1. SRI. Y.SHARATH CHANDRA, S/o: RAVI PRASAD, aged about 31 years, occupation: Business, Resident of Plot No. 146, Road No. 10-C, M.P. & M.L.A. Colony, Jubilee Hills, Hyderabad, Telangana state.
Aadhar NO: 2396 3390 6516 PAN: ADLPY 8865H
2. SRI. Y.HEMA CHANDRA, S/o: RAVI PRASAD, aged about 31 years, occupation: Business, Resident of Plot No. 146, Road No. 10-C, M.P. & M.L.A. Colony, Jubilee Hills, Hyderabad, Telangana state.
Aadhar: 7010 3803 4990 PAN: ADLPY 8870E

(Hereinafter referred to as the "Owners", which term shall, unless repugnant to the context or meaning thereof, mean and include their successors, representatives, executors, administrators and assignees etc.) of the First Part.

Y. Sharath Chandra

Y. Hema Chandra

Y. H.



Presentation Endorsement:

Presented in the Office of the Sub Registrar, Serilingampalli 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 12 and on the 25th day of MAR, 2023 by Sri Y.Sharath Chandra

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

SI No	Code	Thumb Impression	Photo	Address	Signature/Ink Thumb Impression
1	CL		 M/S. SARVESHVARI C [1522-1-2023-2700]	M/S. SARVESHVARI CONSTRUCTIONS REP BY Y.SHARATH CHANDRA S/O. RAVI PRASAD JUBILEE HILLS, HYDERABAD	
2	EX		 Y.HEMA CHANDRA::25/03/2023 [1522-1-2023-2700]	Y.HEMA CHANDRA S/O. RAVI PRASAD JUBILEE HILLS, HYDERABAD	
3	EX		 Y.SHARATH CHANDRA [1522-1-2023-2700]	Y.SHARATH CHANDRA S/O. RAVI PRASAD JUBILEE HILLS, HYDERABAD	

Identified by Witness:

SI No	Thumb Impression	Photo	Name & Address	Signature
1		 C SHESHAGIRI RAO::25/03/2023 [1522-1-2023-2700]	C SHESHAGIRI RAO HYD	
2		 B SRIKANTH REDDY: [1522-1-2023-2700]	B SRIKANTH REDDY MEDAK	

25th day of March, 2023

Signature of Sub Registrar
Serilingampalli

E-KYC Details as received from UIDAI:

SI No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXX2724 Name: Chakliam Sheshagiri Rao	S/O Chakliam Yadagiri Rao, Chintalakunta, K.v. Rangareddy, Telangana, 500074	
2	Aadhaar No: XXXXXXXX9517 Name: Bobbiligama Srikanth Reddy	S/O Bobbiligama Manik Reddy, Chi.Konapur, Medak, Teianganana, 502295	

**Note (1) Copies has Been Registered
Along With The Original**

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AND

M/s. SARVESHVARI CONSTRUCTIONS, a Partnership firm under the provisions of the Partnership Act, 1932, (Registration No. 335 of 2021), having its registered office at Plot No. 11 & 12, First Floor, Amar Society, Serilingampally Mandal, Kavuri Hills, Hyderabad - 500 081, (PAN No. AEIFS6293K) represented by its Partner and Partner, **SRI. Y. SHARATH CHANDRA**, S/o: RAVI PRASAD, aged about 30 years, occupation: Business, Resident of Plot No. 146, Road No. 10-C, M.P. & M.L.A. Colony, Jubilee Hills, Hyderabad, Telangana state. **AADHAR CARD No. 239633906516**

(Hereinafter referred to as the **"DEVELOPERS"** (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor- in-interest, and permitted assigns) of the Other Part)

The **"Owners"** and the **"Developer"** are hereinafter collectively referred to as **"the PARTIES"** and individually as **"the Party"**

- A) The Owners is the absolute Owners and possessors of the land admeasuring 771 Sq. Yards comprising of the open plotted area 530 Sq. Yards in Sy. No. 54 and 241 Sq. Yards in Sy. No. 55/1 of Raidurg Navkalsa village, Serilingampally Mandal, Ranga Reddy District, (Hyderabad, having acquired through Registered Sale Deed bearing Document No.6985 of 2016 dated 06-07-2016 on the file of S.R.O., Serilingampalli executed by Sri. M. Suresh Goud and others (hereinafter referred as the **"Schedule Property"** morefully described in **Schedule A**).
- B) The Owners have represented that it is in exclusive possession and enjoyment of the Schedule Property without any encumbrances and has approached the Developer to undertake the development of the same.
- C) The Owners and the Developer are desirous of constructing a multistoried building upon the Schedule Property combining it with the adjacent lands, and construct a single residential use (**"Project"**). And the Owners has agreed to contribute his schedule property into a common pool along with the adjacent Owners of the land and facilitate to develop a single residential project with common amenities and facilities and consequently agreed to share the constructed area/apartments proportionate to the extent of Ownership of land held by each of them. The Developer has also agreed to join all the adjacent lands into a single residential project with common amenities and facilities and enter into a registered development agreement with such terms and conditions as it may think fit and appropriate.
- D) The Developer will enter into separate registered development agreements with each of the adjacent Owners and will enter into a supplementary development agreement along with all the Owners part of the project after obtaining the building permit and share the constructed area/apartments on mutually agreed terms.

Y. Sharath Chandra

Y. Sharath Chandra

Y. Sharath Chandra



E-KYC Details as received from UIDAI:

SI No	Aadhaar Details	Address:	Photo
3	Aadhaar No: XXXXXXXX4990 Name: Yelishala Hema Chandra	S/O Yelishala Ravi Prasad, Khairatabad, Hyderabad, Andhra Pradesh, 500034	
4	Aadhaar No: XXXXXXXX6516 Name: Yelishala Sharath Chandra	S/O Yelishala Ravi Prasad, Shaikpet, Hyderabad, Telangana, 500033	

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	520600	0	0	0	520700	
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	621600	0	0	0	621700	

Rs. 520600/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 100000/- towards Registratcn Fees on the chargeable value of Rs. 52059500/- was paid by the party through E-Challan/BC/Pay Order No .740KHF240323 dated 24-MAR-23 of ,SBIN/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 621650/-, DATE: 24-MAR-23, BANK NAME: SBIN, BRANCH NAME: , BANK REFERENCE NO: 3268929660536, PAYMENT MODE: NB-1001138, ATRN: 3268929660536, REMITTER NAME: SARVESHVARI CONSTRUCTIONS, EXECUTANT NAME: Y.SHARATH CHANDRA AND ANOTHER, CLAIMANT NAME: SARVESHVARI CONSTRUCTIONS).

Date:
25th day of March, 2023

Signature of Registering Officer
Serilingampalli

4/11/2023 - 1945-SE

1వ వుత్తకం 2023.....వ సం॥ (శ.శ. 1945.)

వు.....2657.....నెంబరుగా రిజిస్టరు చేయబడి

స్థానికు నిమిత్తము గుర్తింపు నెంబరు - 1522

.....2657...../2023..... గా ఇప్పటివరకు.

2023.....వ సం॥ మార్చి నెల 25 వ తేదీ


K. MADHU SUDHAN REDDY
Sub-Registrar
Seri Lingampally

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- E) Notwithstanding anything contrary contained in this agreement, it shall be Construed that
- (i) Any reference to the development of schedule property, contribution of the property by the land Owners and the development agreement, it shall always be construed and deemed to be referring to the joint development agreement having and combing the entire extent of project area, which includes the schedule Property and as well as the Owners and respective Schedule Property subject to the context and meaning.
 - (ii) All the Development Agreements part of the Project, and their terms and conditions shall always be read in harmony and meant to be referring to the joint development of the scheduled land along lands of the adjacent Owners with mutual/respective rights, obligations and sharing of the respective constructed area built on the project land.
- F) Whereas, the Developer has capability in developing residential and commercial properties and has agreed to develop the Schedule Property on the terms and conditions mentioned herein.
- G) The Owners and the Developer having discussed the terms of the development are desirous of reducing the terms of their development into writing.

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

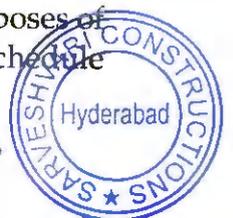
1. Definitions:

- 1.1. "Act" means the Real Estate (Regulation and Development) Act, 2016.
- 1.2. "Affiliate" means with respect to any Person (as defined hereinafter), any other Person that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under the common control of, such Person. The expressions "control", "controlling" or "controlled", in relation to any Person, means the possession, direct or indirect, of the power to direct, or cause the direction of the management and policies of such Person, through Ownership of the voting securities or partnership interests, whether by contract or otherwise;
- 1.3. "Agreement" means this Development Agreement cum Irrevocable General Power of Attorney.
- 1.4. "Approval(s)" means any and all approvals, authorizations, licenses, permissions, consents, no objection certificates (including, for the avoidance of doubt, the Sanctioned Plan and all approvals required in connection with or pursuant to the Sanctioned Plan) and construction insurances for the commencement of the development of the Project including without limitation, environmental clearances, consent for establishment, change of land use, conversions, temporary power connections and all other approvals and/or permissions from any other statutory or Governmental authorities whether State or Central, as may be applicable or required for the purposes of commencing construction and development activity, on the Schedule Property;

Y. H.

Y. H.

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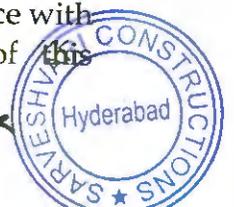


- 1.5. "**Association**" shall mean, the Association to be formed by the Flat Owners for their welfare for the purpose of maintenance and management of Common Areas and Amenities in Schedule Property or the Project including the Schedule Property.
- 1.6. "**Business Days**" means any day, other than a Saturday, Sunday or a public holiday, i.e., the day on which banks are open for transaction of normal banking business;
- 1.7. "**Common Areas**" means and include all such areas which are available for common enjoyment, such as, water tanks, parks, play areas, pathways, roads, club houses, septic tanks, Effluent Treatment Plant, Cooking Gas Storage facility and all such amenities including parking areas etc.;
- 1.8. "**Developer's Share**" means the Saleable Area as allocated to the Developer Share in Schedule B to this Agreement, more fully detailed or identified in the Supplementary Agreement to be entered into in between the Owners and the Developer as defined in Clause 1.18 and in terms of Clause 4.6 and 5.2, hereunder.
- 1.9. "**Development Period**" means the time allowed for the Developer under this Agreement to Develop the Project from the date of securing the Sanctioned Plan till the date of delivery of possession of the Owners's Share to the Owners by the Developer, i.e., not exceeding a period of 48 months and the grace period of additional 6 (six) months; from the date of release of the Approval(s) necessary for commencing the construction. (Time for obtaining permissions/ approvals is 6 months).
- 1.10. "**Encumbrances**" means any pledge, lien, non-disposed undertaking, charge, mortgage, priority, hypothecation, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, liens pending, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the Schedule Property and/or the Project;
- 1.11. "**Owner's Share**" means the Saleable Area as allocated to the Owners Share in Schedule B to this Agreement; more fully delineated or identified in the Supplementary Agreement to be entered between the Owners and the Developer as defined in Clause 1.18 and in terms of Clause 4.6 and 5.2, hereunder.
- 1.12. "**Person**" includes any individual, firm, company, governmental authority, joint venture, association, partnership or other entity (whether or not having separate legal personality);
- 1.13. "**Project**" shall mean the development or refer to process of development of the Schedule Property into a residential/mixed complex, in accordance with the Approvals secured by the Developer and in pursuance of this Agreement, as specified in Schedule C;

Y. Sheth

Y. W.

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- 1.14. "**Project Plan**" shall mean the plan prepared by the Developer for the construction and development of the Project;
- 1.15. "**Rules**" means Telangana Real Estate (Regulation and Development), Rules 2017;
- 1.16. "**Saleable Area**" includes carpet area plus veranda/balcony/terrace area which are exclusively meant for the purchaser plus the proportionate share of Common Areas and any other area as agreed between the Developer and the purchaser in the agreement of sale for which a proportionate cost has been collected from the purchasers.
- 1.17. "**Sanctioned Plan**" means the Project Plan as approved by the concerned statutory authorities, subject to any changes required to be made thereto for procuring such Approval of the concerned statutory authorities.
- 1.18. "**Supplementary Agreement**" means the Agreement that will be executed pursuant to clause 4.6 and 5.2, which includes all the Owners of the adjacent land who will be part of the Project.

2. Scheme for Development:

- 2.1. The Owners hereby contribute Schedule Property along with the adjacent Owners for the purpose of development into the development scheme on the assurance of the Developer to develop the Schedule Property into a residential / mixed complex/Project and the Developer agrees to obtain Approvals and develop the Schedule Property as per the permissions granted by the relevant authorities and as per the provisions of the Act and the Rules.
- 2.2. The Project shall be developed by the Developer in strict compliance of applicable laws and regulations and the specifications of the Project as laid down in **Schedule C**.

3. Rights of the Developer:

- 3.1. The Developer is hereby granted with the development rights over the Schedule Property and a license coupled with interest and is permitted to have possession of the Schedule Property for the purpose of carrying out the development work as per the terms of this Agreement.
- 3.2. The Developer has the right to combine the Schedule Property with the adjacent lands and develop the entire extent of the land as a single project and allot the contracted area/apartments along with undivided and proportionate share of land in the project area.

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- 3.3. The Developer shall be entitled to sell, mortgage or otherwise transfer its share and execute sale deeds or other modes of conveyance in favour of the purchasers or their nominees, without any further reference or resort to the Owners, only after execution of the Supplementary Agreement duly earmarking the share of the Owners and Developer hitherto and subject to compliance of the Act.
- 3.4. The Developer shall be entitled to advertise, offer for sale and enter into Agreement of Sale with third parties in respect of its share, receive monies, issue discharge receipts and appropriate the proceeds, but in strict compliance with the Act and Rules.
- 3.5. The Developer has the right, without liability to the Owners, to avail/raise the Project/working capital finance required for the construction in the Schedule Property on the security of development rights of the Developer and the Developer's share only as per this Agreement, provided that there shall be no personal liability on the Owners or their share with regard to any liability in respect of such Project/working capital finance availed by the Developer and further that the Owners shall not be treated as co-borrower, mortgagor or guarantor for such loan and its share shall not be liable for any such loan. The Owners shall render all necessary cooperation to the Developer to facilitate or as may be required on the security of development rights of the Developer and on the Developer's share to be constructed from time to time, at the cost of the Developer to enable the Developer to secure such project capital/ finance for construction.
- 3.6. The Developer shall, at its own cost and expense, be entitled to deal with all the statutory authorities including Greater Hyderabad Municipal Corporation (GHMC) and the Service providers including the TSSPDCL, HMWS&SB etc., for the purpose of this Development Agreement on behalf of the Owners.
- 3.7. The Developer shall be entitled to appoint or remove professionals like architects of international repute, structural engineers, interior designers, electrical and other consultants of repute and on such terms as it deems fit and proper.
- 3.8. The Developer shall be entitled to appoint or engage contractors, sub-contractors, suppliers, employees, workers etc., at its cost and enter into necessary agreements with all such persons without any further reference to the Owners.

4. Developer's Duties:

- 4.1. The Developer shall develop the Schedule "A" Property along with adjacent lands as a single residential/mixed property and for that purpose strictly follow the provisions of the Applicable Acts and the Rules.

Y. Shetty

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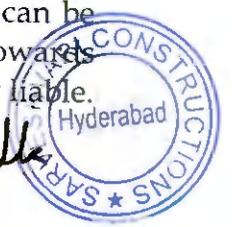


- 4.2. The Developer at its cost shall prepare or cause preparation/draw the building plans/drawings/designs, etc., as per the requirement of National Building Code, Building bye-laws, rules and regulations for construction of the Project and submit the same to the GHMC or to any competent authority for Approval(s).
- 4.3. The Developer shall obtain all Approvals necessary for commencing construction of building/s and development of the Schedule Property
- 4.4. The Developer is empowered to modify, add and/or delete the contents in the Sanctioned Plan to the extent permissible under law with the written approval of the Owners, which shall not be withheld beyond 30 days by the Owners. However, such written approval is not necessary if such modification, addition and/or deletion is mandated by the Authorities for compliance with National Building code or the statutory regulations.
- 4.5. The Developer shall obtain all the necessary Approval(s), permissions, NOCs, clearances etc., including Sanctioned Plan at its cost and efforts, well within 6 months from the date of execution or registration of this Agreement.
- 4.6. Subject to procuring Approval(s) as aforesaid, the Developer and the Owners will enter into a Supplementary Agreement to this Agreement demarcating the areas finally falling to the share of respective Party.
- 4.7. The Developer shall complete the construction in Schedule Property and deliver the Owners's share duly completed in all respects, to the Owners as per the terms of this Agreement, within 48 months along with an additional 6 months grace period from the date of the release of the Approval(s) necessary for commencing construction. However total completion period allowed/agreed is 6 months +48months + 6 months i.e. 60 months from the date of this agreement.
- 4.8. If the Developer fails to complete the construction and deliver the areas allocated to the Owners, under Schedule B of this Agreement, within the Development Period, the Developer shall be liable to pay liquidated damages @ Rs. 5 (five) per square foot per month till the areas allocated to the Owners or part thereof, are delivered. This Clause shall apply for any delay beyond the period as detailed in Clause 4.7 above.
- 4.9. The Developer shall pay the remuneration/fees payable to the professionals like architects, structural engineers, interior designers, electrical and other consultants, including the contractors, sub-contractors, suppliers, employees, workers, workmen etc. and shall be solely liable to any claims or disputes arising out of the terms of the Vendor's Contract as may be entered by, and in between the Developer and the respective Architect/Structural Engineer/interior or any other designer /Vendor/ Contractor/Employee/ Worker/Workman; and in no event whatsoever the Owners or the Schedule Property will be liable or can be used as a charge of lien or security to discharge the Developer's liability towards any claims or disputes against the Developer and it shall be independently liable.

Y. S. H. H. H.

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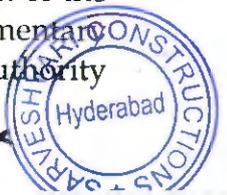


- 4.10. The Developer shall alone be liable for all expenditure for the purpose of development including the cost of construction, administrative and marketing costs including the amounts required for the purpose of debt servicing, preparation of plans, designs, wages, documentation and those required for statutory compliances like Provident Fund, ESI, Gratuity, Workmen's Compensation, Contract Labour Act etc., or any other expenditure required for or incurred or liable to be incurred for the purpose of the construction and other development of Project as per the terms of this agreement.
- 4.11. The Developer shall be liable to obtain all such insurances as may be notified by appropriate government in accordance with the law for the time being in force including the RERA Act and the RERA Rules. However, Title Insurance if mandated by RERA Act would be the responsibility of the Owners. However, in such event, the Developer can proceed ahead and obtain such insurance policy as may be required and can have such premium reimbursed by the Owners.
- 4.12. The stamp duty and registration charges for this Agreement as well as the Supplementary Agreement that would be executed later shall be borne by the Developer.
- 4.13. The Developer shall adhere to the Sanctioned Plan, specifications and other terms of this Agreement.
- 4.14. The Developer shall form and register the Residents Welfare Association /Society ('**Association**') upon circulating the Constitution and Bylaws of such Association to the Owners in advance, i.e., at least a minimum period of 30 days, before the date of formation/registration of such Association; for its perusal and inputs, in writing, which shall not be delayed by the Owners, at any cost beyond 15 days from the date of receipt of the same. The Owners, and their prospective purchasers shall also join in the Association. The Developer or Owners or anyone claiming through them shall not recognize or deal with any Association other than the one formed and registered as per this Clause. Any amounts levied/collected towards advance maintenance or corpus fund towards any of the flats falling towards the Owners's Share or to that of the Developer's Share are to be fixed by the Developer in consultation with the Owners and any amount mutually agreed by the Parties for the aforesaid purpose shall be deposited in terms of the Bylaws of the Association by the respective Party.
- 4.15. The Developer shall be entitled to have lien over part of the areas allocated to the Owners as per Schedule B to this Agreement, or as earmarked in the Supplementary Agreement as the case may be, till the entire refundable security deposit amounts to be refunded are fully paid. If such refundable security deposit amounts are not paid or paid partially, even after due notice of 30 days to be issued in writing to the Owners, the Developer shall be entitled to sell only the saleable units which is proportionate to the value of the refundable security deposit amounts, as may be outstanding at that point of time, in accordance to the then existing market rate per square feet out of the areas earmarked in Schedule B and morefully delineated in the Supplementary Agreement for realization of the amounts due and in such case, the authority

Y. S. H. D. K.

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and power of attorney to sell granted under this Agreement shall extend to such areas earmarked as above, to be sold for realization of the amounts due to the Developer. The Owners shall refund or reimburse all such refundable security deposit amounts due, if any, to the Developer at the time of delivery of the Owners's share in accordance with the terms of this Agreement.

4.16. The Developer shall be entitled for the cost for any extra quality, modification, extra material or other furnishings that may be built, made or provided by the Developer, either on account of requirements of construction or at the request of the Land Owners over and above or other than those specified under this Agreement. It is clarified that the Developer is not entitled to resort to this clause, unless it has obtained the written consent of the Land Owners before incurring any costs towards building or providing any such extra quality, modification, extra material or other furnishings.

4.17. Either Party shall have right to demand performance of all or any obligations or duties of the other Party under this Agreement, in writing, at all times and legally enforce the same.

5. Sharing of Areas:

5.1. The Developer shall construct a residential Project as per the building permit received from the competent authority as per the relevant Statutes, Building Bye laws, Rules and Regulations and the suitability of the Schedule Property.

5.2. As the Owners shall be entitled to the share of the apartments as mentioned herein subject to the allotment of the apartments along with the other adjacent Owners in terms of the Supplementary Agreement.

5.3. The Owner is entitled to Twenty Three Thousand Eight Hundred and Thirty Six square feet (23836 sft.) and the Developers share is 22127 Sq. feet of Saleable Area in the Project in the form of apartments, in proportion to the land contributed by the Owner. Where this number is a fraction of an apartment, the number will be rounded to the nearest, and opt for any of the following:

5.4. The Developer, unless the Owners exercising its first option to acquire the difference area from the Developer; shall pay the fraction apartment price to the Land Owners at a price mutually agreed or at the then prevailing market price at which the other units allocated towards the Developer's Share are sold by the Developer.

5.5. If the land Owners exercises the right of first option to purchase the difference area from the Developer, the Land Owners shall pay the fraction apartment price to the Developer at a price mutually agreed or at the then prevailing market price at which the other units allocated towards the Developer's Share are sold by the Developer. Or

Y. Sheth

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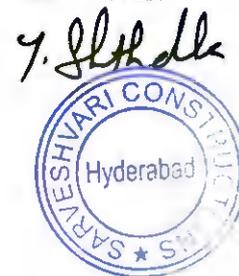
- 5.6. The Owners and Developer may, by entering a suitable Supplementary Agreement, choose to earmark their respective shares and vary or alter their areas mentioned in Schedule B hereto.
- 5.7. The earmarking and respective share of constructed area shall be made on fair and equitable distribution of constructed area based on extent of areas and facing apartments and also by appraising advantages / preferences and disadvantages.
- 5.8. The above Owners' s share of 23836 sft of saleable area for his share of land is valid/applicable. This clause would not apply to any additional area acquired through purchase of TDR.
- 5.9. The Supplementary Agreement shall be executed within a period of 30 days from the date of obtaining the approval to enable the Developer to perform its obligations under this Agreement.
- 5.10. Actual land area for calculation of Owners's Share is to be the lower of the following
- Extent of land after physical survey of land at the time of handing over of possession
 - Or Extent of Land as per the land Owners's title documents.
- 5.11. Additionally, in the event that any Transferable Development Rights (TDR), for whatsoever reason, becomes available in the Project, then the Owners will have the first right to acquire such TDR and this shall be shared between the Parties in the same ratio, the total area as shared by the Parties as per Clause 5.3 and Schedule B of this Agreement. In case the Developer acquires such TDR, then the same shall fall to the share of the Developer as the Developer will be paying for such TDR.
- 5.12. The extent of land lost as part of the road widening specified by the government authorities would also be deducted for calculation of Owners's share at the time of supplementary agreement.
- 5.13. Each party shall be liable to bear their respective share of taxes such as GST and such other taxes as applicable.

6. Rights of the Owners:

- 6.1. The Owners shall be entitled to have the Schedule Property developed and completed in all respects as per the Sanctioned Plan, specifications and other terms of this Agreement and the Owners's Share be delivered to them within the stipulated time.

Y. Shihale

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- 6.2. The Owners, subject to the other terms of this Agreement and Act, shall be entitled to sell or transfer its share to third parties, on its own right and title independently, without the Developer's intervention. However, the Owners at his option may require the Developer to be joined as a Party to any or all conveyance deeds executed with regard to transfer of any unit/flat in the Owners's Share.
- 6.3. The Owners shall be entitled to withdraw the license entrusted to the Developer subject to the act permitting it to be in possession of the Project Land (for the purpose of carrying out the development work as per the terms of this Agreement) in case of failure on the part of the Developer to complete the Project and in handing over possession of the Owners's Share within 48 months or within the next 6 months after expiry of the said 48 months, being the grace period allowed, from the date of the release of the Approval(s) necessary for commencing construction. Time period allowed for obtaining approval is 12 months from the date of agreement. Total period allowed/agreed for completion of the entire project is 66 months from the date of this agreement.

7. Duties of the Owners:

- 7.1. The Owners shall at all times be liable to ensure that its title to the Schedule Property remains clear and free of any encumbrances.
- 7.2. The Owners to the extent obligated from its side or requires their intervention under law, shall cooperate with the Developer for due implementation and completion of the Project and construction in the Schedule Property.
- 7.3. The Owners do hereby undertake not to cause any obstruction in any manner for the completion of the Project during Development Period in the interest of the development scheme and the third party purchasers and shall not seek any stay or injunction restraining such development including construction from any Court or other authority and all their claims against the Developer shall be limited to those mentioned in this Agreement and for recovery of damages, if entitled under Law.
- 7.4. The Owners has put the Developer in possession of the Schedule Property in accordance to clause 3.1 hereinabove and shall not hinder the access to the Schedule Property to commence and carry out the development of the Project and such obligation shall continue in order to permit the Developer to fulfil all its obligations as per the terms and conditions contained herein.
- 7.5. The Owners undertakes that they shall be liable to incur all costs and expenses in relation to ensuring absolute marketable title to the Lands to enable the Developer to develop the Project.

Y. S. H. H. H.

Y. H.



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- 7.6. The Owners shall bear the GST, or any other Taxes/Fees amount payable to various statutory authorities, proportionately to the areas allocated to the Owners as per Schedule B. However, all Taxes/Fees on the scheduled property prior to the execution of this agreement shall be completely borne by the Owners.
- 7.7. The Owners hereby undertakes to provide full assistance and cooperation in order to enable the Developer to obtain all Approvals, as contemplated herein.
- 7.8. The Owners hereby agrees and acknowledges that the Owners shall not revoke the right/permission/ license hereby granted under this agreement to the Developer to develop the Schedule Property during the Development Period, as the Developer will be incurring expenses for construction based on the Agreement with the Owners.
- 7.9. The Owners hereby agrees and acknowledges that statutory costs incurred by the Developer, in relation to conversion of the Schedule Property from industrial/manufacturing/any other use to residential use shall be paid by the Owners.
- 7.10. The Owners shall contribute 50% of the amount towards deposits payable to the service providers including the TSSPDCL, HMWSSB, etc., for the purpose of obtaining service connections for electricity, water and sewerage, gas, etc. for flats falling under Owners share. Such share of deposits shall be paid by the Owners within thirty days from the date of receipt of written notice from the Developer.
- 7.11. The Owners (or the purchasers of apartments from the Owners) shall be liable to pay maintenance charges and user charges as may be fixed by the Developer/ Association/Service Provider/Club House on par with other Flat Owners and shall not be entitled to any concessions as Owners for contributing Schedule Property for development, save the one agreed under Clause 4.14 above.
- 7.12. The Owners shall sign all the documents and other applications necessary for obtaining the permissions, clearances, etc., in its capacity as land Owners only to the extent required or for proper compliance of any Statute, Rule, Regulation including the Real Estate (Regulation and Development) Act, 2016 or of any terms of the permissions, clearances etc., granted or obtained for the purpose of development of the Schedule Property as may be required by the Developer from time to time.

Y. Shalika

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7.13. It is agreed to deposit the original documents pertaining to the Schedule Property in a bank locker which would be under Joint Custody of the Owners and the Developer on signing the Development Agreement, which shall be managed and operated by the Parties jointly and after completion of the development, the Parties shall hand over the original documents to the Association . However, in the event of default on the part of the Developer in timely completion of the Project, the Owners shall be entitled to claim and receive custody of the documents.

7.14. In the event of any dispute or difference arises in sharing of the apartments among the adjacent Owners, it shall be the responsibility of the Owners only, and shall never be a ground of termination or revocation of the development agreement or adverse claim against the Developer.

8. Representations, Warranties And Covenants:

8.1. Subject to the provisions of this Agreement, the Owners make the following representations and warranties:

- (a) The Owners has a clear and marketable title to the Schedule Property and have full rights, powers, authority and capacity under law to enter into this Agreement for granting development rights to the Developer;
- (b) The Owners is in peaceful possession and enjoyment of the Schedule Property and that there are no squatters on the Schedule Property;
- (c) The Schedule Property is free from all encumbrances and there is no action or inaction which could render the transaction contemplated by this Agreement as void/ unenforceable or untenable under law;
- (d) Save the rights or interest if any arise in terms of this Agreement, the Schedule Property is not subject matter of any acquisition, requisition or affected by any reservation or order of any Government authority, judicial or quasi-judicial authority adversely affecting the development of the Project on the Schedule Property;
- (e) The Owners is having unrestricted rights of alienation of the Schedule Property together with the Buildings constructed thereon, and that other than the Owners, no other Person(s) has/have any right, title, interest and/or claim of whatsoever nature in or upon the Schedule Property and the Owners are absolutely entitled to deal with the Schedule Property as they may deem fit and proper without any legal impediment(s) or disability(ies) of any nature whatsoever including without requirement of any approval or no-objection under Section 281 of the Income Tax Act 1961;
- (f) The Owners have all the power and authority to enter into and perform this Agreement and upon execution, this Agreement would constitute legal, valid and binding obligations of the Owners;

Y. S. H. M.

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- (g) The Owners have not entered into any agreement(s) for sale or alienation of the Schedule Property in any manner whatsoever or any other arrangement(s) for development or otherwise of the Schedule Property with any other Person(s), nor have they issued any power(s) of attorney or any other authority, oral or otherwise empowering any other Person(s) to deal with the Schedule Property in any manner howsoever;
- (h) The Owners had been regularly paying all taxes including property tax, cesses if applicable, registration dues and other outgoings with respect to the Schedule Property till the Effective Date to the concerned authority/ies
- (i) Entering into and performance of this Agreement does not conflict with any applicable laws and regulations or any agreements or documents to which the Owners is a party;
- (j) The execution of this Agreement and the performance of the obligations herein by the Owners is not contrary to and/or contravene any court order, judgment or decree applicable to the Owners;
- (k) The Owners has not mortgaged or created any charge or encumbrance on the Schedule Property or any portion there of as on the date of execution hereof and shall not create any encumbrance at any time after the date of execution hereof;
- (l) The Schedule Property is free from all environmental restrictions and is fit for the purpose of the development of the Project;
- (m) The Owners has not received any notice of violation of any law or municipal ordinance, order or requirement affecting the Schedule Property;
- (n) The Owners is solvent and is in a good financial standing to meet its obligations under this Agreement.
- (o) The Owners is having free and unhindered access to and from the Schedule Property and there is no pending or threatened litigation including without limitation insolvency, attachment or other forms of distress with respect to the Schedule Property or against the Owners which may adversely affect the rights of the Developer contained in this Agreement. In case the Owners fails to settle any existing and genuine third-party litigation/claims within 60 days of such litigation/claims having been noticed by the Developer, the Developer is at its liberty to settle such claims on such terms as it deems appropriate and notify the Owners on scheme of such reasonable settlement proposed and the Owners shall abide by such settlement, without demur and pay the amounts payable thereunder.

Y. S. R. d. k.

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9. Exclusive Development Rights:

- 9.1. The Owners hereby irrevocably grant to the Developer the exclusive right and license to develop the Project on the Schedule Property from the date of this Agreement.
- 9.2. Save as otherwise provided in this Agreement, no one other than the Developer shall be entitled to undertake the development and construction work on the Schedule Property. The Developer may undertake the same either by itself or through competent contractors and sub-divide the work or appoint sub-contractors as it may deem fit and proper and the terms and conditions in this Agreement are equally applicable to them as they are deemed to have been in the same footing to that of the Developer.
- 9.3. The Developer is entitled to assign this Development Agreement to its associate companies or any other company to the extent of financial investment only as it may deem necessary and enter into appropriate Agreement in respect of Schedule Property without any further reference to or consent of the Owners. In this relation, the Developer is entitled to admit any company or person as Co-Developer to develop jointly the Schedule Property, however, the rights of the Owners under this Agreement shall not be affected in any manner and the principle agreement shall be between Owners and developer only
- 9.4. The Land Owners shall not sell the areas allocated to them in Schedule B or any part of the same below the prevailing sale price being sold by the developer, which will be intimated by the developer from time to time, till the areas allocated to the Developer are completely sold out.
- 9.5. The Developer shall carry out the development/construction activities with a view to maximizing revenues from such activities, without compromising with the quality of the construction. The Developer shall be free to develop the Schedule Property in such manner as it deems fit, but always in accordance with the applicable law, rules and regulations, the specifications, and this Agreement. The Developer shall make best endeavors to ensure that quality and standards are maintained. The Developer shall be free to appoint sub-contractors and other necessary personnel of its choice at its sole discretion and upon terms and conditions as it deems fit. The Owners shall not be entitled to interfere in the same.
- 9.6. The Developer shall be entitled to finalize and frame the documentation including sale Agreements, Sale Deeds in favor of third-party purchasers, etc., and the Owners shall adopt the formats of the same documents to ensure uniformity, compliance of any law for the time being in force and to avoid any controversy or disparity among the purchasers/ Flat Owners. The word "Flat Owners" in this Agreement shall mean and include any person holding the Apartment in Schedule Property as Owners, including the Owners and Developer or their respective allottee or transferee.

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9.7. Notwithstanding anything contained to the contrary,

- (a) The Developer shall be free and entitled to dispose off their share of area developed in the Project in such manner as it may deem fit without requiring any consent from the Owners; Only in accordance to the provisions of the Act and only after execution of Supplementary Agreement earmarking the allocation among themselves after obtaining the sanctioned building permission.
- (b) The Developer's possession of the Schedule Property and the lawful activities undertaken by the Developer thereon pursuant to this Agreement shall not be disturbed or interrupted by the Owners directly or indirectly under any circumstances;
- (c) The Developer shall alone be entitled to determine the name of the Project/the Buildings. However, the Developer may consider requests/suggestions made by the Owners with regard to naming the Project/Buildings.
- (d) The Developer is entitled to display/affix its name and/or brand name permanently on the Schedule Property or the construction made thereon and the same shall not be removed at any point of time.

9.8. The Developer recognizes that this Agreement imposes legal, valid and binding obligations on the Developer to be complied and strictly adhered to timelines stipulated under this Agreement

10. Marketing and Sales:

- 10.1. The Developer shall have the exclusive right to market and sell the Project for Developer's Share.
- 10.2. The Owners may sell their share in the Project in accordance with the conditions imposed under Clause 9.
- 10.3. Subject to the conditions imposed under Clause 9 of this Agreement, the Owners may sell their share in the Project in a manner they deem fit.
- 10.4. Upon the request of the Owners, the Developer shall sell the share of the Owners on the same price and terms as Developer's Share and proceeds from such sale shall be remitted to the Owners' account. However, Developer shall be entitled to deduct a marketing and sales fee as agreed. (under a separate agreement).
- 10.5. Once all of the built up areas involved in the Developer's share is fully sold and Occupation Certificate is received, Owners shall have full discretion to retain, sell/lease at a price and in a manner, they deem fit and proper

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11. Name of The Project, Publicity And Signage:

11.1. The Developer shall be entitled to brand, name and market the Project in a manner they deem fit and proper. However, the Developer may consider requests/suggestion made by the Owners with regard to naming the Project/Buildings/Blocks.

11.2. The Developer shall be entitled to erect sign board(s) on the Schedule Property advertising for sale and disposal of the built-up areas on the Schedule Property and to publish advertisements in newspaper(s), magazine(s), website(s) and such other media seeking prospective purchaser/s and otherwise market the Project in any manner howsoever.

11.3. Subject to the provisions of the Act, it is a specific term and condition of this Agreement that:

(a) The Developer shall be free to market and sell the apartments in the Project to any Person/company/firm, etc., as it deems fit to the extent of his share;

(b) The name and/or identification numbers given to the buildings or portions thereof shall be displayed in a manner as may be decided by the Developer in its sole discretion;

(c) The Owners shall not do any act or thing that may adversely affect the aesthetic appearance/beauty of the buildings nor do anything which may cause nuisance or obstruction or hindrance to the third party purchasers of the apartments of the Project.

11.4. The Owners shall refund or reimburse all such refundable security deposit amounts due, if any, to the Developer at the time of delivery of the Owners's share in accordance with the terms of this Agreement

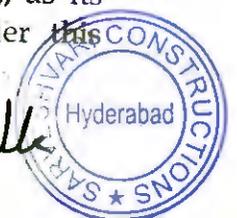
IRREVOCABLE GENERAL POWER OF ATTORNEY

1. As per and subject to the provisions of this Agreement, the Owners herein deems it expedient to authorize and appoint the Developer herein, namely, **M/s. SARVESHVARI CONSTRUCTIONS**, a Partnership firm under the provisions of the Partnership Act, 1932, (Registration No. 335 of 2021), having its registered office at Plot No. 11 & 12, First Floor, Amar Society, Serilingampally Mandal, Kavuri Hills, Hyderabad - 500 081, (PAN No. AEIFS6293K) represented by its Partner and Partner, **SRI. Y. SHARATH CHANDRA**, S/o: RAVI PRASAD, aged about 30 years, occupation: Business, Resident of Plot No. 146, Road No. 10-C, M.P. & M.L.A. Colony, Jubilee Hills, Hyderabad, Telangana state. **AADHAR CARD No. 239633906516** or any other person duly authorized by the Company through its resolution,; as its irrevocable lawful attorney for due discharge of all its obligations under this Agreement and to do the following things and acts, in its name, interalia:

Y. Sharath Chandra

Y. Sharath Chandra

Y. Sharath Chandra



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2. To enter the Schedule Property, survey the same, prepare layout and service building plans, detailed drawings etc. and to sign and apply and follow up with all the concerned regulatory authorities, the matters relating to grant of licenses, approvals, sanctions, consents and registrations under relevant laws, rules, regulations, orders, notifications, for and in respect of the Schedule Property, to obtain sanctions and approvals of layout plans, building plans, zoning plans, completion/occupancy certificates etc., as required under applicable laws, rules, regulations, orders, notifications from time to time.
3. To do all such acts, deeds and things as may be required to landscape, divide/ sub divide the Schedule Property or carry out, or cause to be done, all technical and engineering activities for the purposes of the development of the Schedule Property and construction/ erection of buildings.
4. By itself or through third party contractors, to dig, build, erect, develop, construct and complete the buildings, structures for residential/commercial/retail/entertainment and/or recreation purposes on the Schedule Property and to submit all undertakings, agreements, affidavits, declarations, applications, bonds, etc., on behalf of the Owners, as required from time to time in connection therewith.
5. To do all necessary acts, deeds and things towards completion of the development of the Schedule Property including, without limitation, appointing architects, engineers, workmen and other personnel, obtaining necessary approvals including, without limitation, approvals for the Sanctioned Plan, the commencement certificate, occupancy certificate clearances, approvals, consents and no-objection certificates wherever applicable in the name of the Developer.
6. To prepare, consolidate, sign and furnish and file all relevant data(s), applications, undertakings, affidavits, etc., in the prescribed format for grant of all licenses, approvals, sanctions, consents and registrations for development of the Schedule Property from the concerned authorities.
7. To sign, execute, affirm, declare, verify, file, submit, furnish all applications and documents, deeds, information before various authorities and departments of the relevant government wherein applications, undertakings, declarations, etc., or any other document as may be required to be filed in connection with the Development Agreement.
8. To appear and act either personally or through its authorized officers, agents and/ or lawyers before all authorities, courts, tribunals, officers of the government/ semi government/ local bodies and/ or any other statutory bodies for and in connection with the above purposes.
9. To apply for and obtain water connections, sewerage disposal connections, electricity connections, environmental approvals and all other consents and approvals as may be required in connection with the development on the Schedule Property.

Y. Shethappa

V. N.



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10. To apply for and obtain any renewals of any licenses, approvals, sanctions, consents and registrations and to apply for and obtain transfer of any such licenses, approvals, sanctions, consents and registrations in favour of transferees of buildings/apartments with proportionate undivided share in Schedule Property, and in this regard to make various applications, execute undertakings, affidavits and such other deeds, documents and writings as may be required by the concerned local authority, including without limitation, jal board, electricity board, pollution control board etc.
11. To develop the Schedule Property on such terms and conditions as detailed in the Development Agreement and to take steps in this regard to alienate, encumber, convey, sell, exploit, transfer, mortgage including mortgage of land for securing its rights under the Development Agreement, charge, lease, license or otherwise deal with the buildings/apartments therein together with proportionate undivided interest in land in any manner as it may deem fit in order to give effect to the provisions of the Development Agreement.
12. To gift or otherwise transfer open spaces and Common Areas in Schedule Property, in favour of the Association or the local authority as the case may be, as per the law or the terms of any permission for construction or other sanction or clearances and execute suitable documents and present the same for registration and to comply with all the formalities of registration.
13. To enter into agreement/s of transfer or conveyance of the Developer's share to any third party purchasers/ allottees and if required, present the same for registration and obtain registration of the same.
14. To transfer by way of sale, mortgage, lease, gift or otherwise the areas allocated to the Developer and areas allocated to the Owners but retained by Developer on account of default of repayment of the interest free refundable deposit) and to receive consideration in respect thereof and appropriate the same, to issue discharge receipts without having to account for the same, to execute sale deeds or other conveyance in favor of third party purchasers/allottees and to present the same for registration and obtain registration and to deliver possession of the flats as to such allottees or third party purchasers, and enter into construction agreements with such allottees or third party purchasers.
15. To raise loans and/or other financial assistance by mortgaging/offering the Developer's share in the Schedule Property as security to such banks and/or institutions for the purpose of development of the Schedule Property and construction thereon and in the manner detailed in the Development Agreement.
16. At the cost and consent of the Owners, in writing, to perfect the title to the Schedule Property (if any defect is found therein) by making such lawful compromises and/or payments as may be necessary therein to any claimant of right or interest in the Schedule Property.

Y. S. H. d. k.

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17. To advertise, market the built-up apartments, put sign boards, hoardings on the exterior of the buildings in such manner as may be deemed fit and proper by the Developer in its sole and exclusive discretion, subject to existing laws and rules.

18. To execute apartment buyers agreements, sale/conveyance deeds, memorandum of understanding, agreements to lease, lease deeds, leave and license agreements, power of attorneys and/or all such relevant agreements/documents, term-sheets with respect to Developer's Share of the Built up Area in favour of prospective buyers/lessees for transfer of the buildings/ apartments thereof together with proportionate undivided interest in land along with all easement rights and other relevant appurtenances, rights and intents and in this regard to also do the following:

ii. to present and admit execution of the Developers share of built up area for sale, conveyance, lease, assignment deeds and power of attorneys for registration before the sub registrar of assurances and obtain duly registered documents from the office of the sub-registrar of assurances;

iii. to sign and move applications and other documents for obtaining mutation of the Schedule Property, rectification of existing records recording extent of Schedule Property in the local land records maintained by all concerned authority(ies) including but not limited to revenue, tehsil, Ziledar, Patwari, Assessor & Collector, Department of Town & Country Planning and the like;

iv. to appear in person to represent before the officers of all concerned local authority(ies) to secure mutation of the Schedule Property and rectification of local land records and to give any statement, affidavit, application, undertaking, indemnity bond or any other documents that may be required by the Developer for the purpose of construction and development of the Schedule Property;

b. Subject to this Agreement, to execute and register the Supplementary Agreement earmarking the shares of both the Developer and the Owners of the entire extent of Project Area

c. To further delegate any or all of the powers as mentioned above for or on behalf of the Owners, to one or more persons and to revoke such delegation of authority at the discretion of the Developer.

d. To pay prescribed government fee and/ or charges for obtaining any sanctions, approvals, consents, permissions, water and/ or electricity connections, to the concerned governmental department/ authority.

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- e. To file a suit for declaration pursuant to the provisions of the Specific Relief Act, 1963 in the names and on behalf of the Owners at Developers cost and expense and for the purpose engage any lawyer/ solicitor, senior counsel, finalize and sign, verify and present execute the plaint verifications, interim applications, affidavits, rejoinders, replies and/ or file appeals and do all such acts, deeds, matters and things as may be deemed necessary to pursue the suit/ legal proceeding and to settle the suit/ legal proceeding subject to such terms and conditions as may be thought fit and proper.
- f. To do and execute all acts, deeds, matters and things which are incidental to and necessary for the implementation of all the powers vested herein the above and as may be necessary to be done on behalf of or by the Owners in relation to the Development Agreement. Further, the Owners hereby agrees to ratify all such lawful acts lawfully done by the Developer in pursuance of these presents.

(e) Indemnity:

- a. The Owners shall indemnify and hold harmless the Developer, its affiliates, managers, members, directors, officers, employees and consultants against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise on account of:
- (a) any delay caused at the instance of or attributable to the Owners, and/ or
 - (b) any failure on the part of the Owners to discharge its liabilities and/ or obligations under this Agreement, and/ or
 - (c) on account of any act(s) or omission(s) or commission(s) or misrepresentations or for breach of any representation and warranties made under this Agreement, the other agreements proposed to be executed between the Parties.
- b. The Owners shall indemnify and hold harmless the Developer against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise on account of any defect in or want of title in relation to the Schedule Property or any part thereof.
- c. The Developer shall indemnify and hold harmless the Owners against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise on account of delay or defect in development of the Schedule Property and construction thereon in accordance with the terms hereof.

Y. Shalke

Y. H.

Y. Shalke



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(f) **Notices:**

- a. Any notice required or permitted to be given hereunder shall be in English language and shall be in writing. The notice shall be construed as effectively served (i) if delivered personally, upon receipt by the other Party; (ii) if sent by prepaid courier service, airmail or registered mail, within 5 (five) days of being sent; or (iii) if sent by means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given shall be addressed to the address given below:

If served to all the Owners:

Address: **SRI. Y.SHARATH CHANDRA**, S/o: RAVI PRASAD, aged about 31 years, occupation: Business, Resident of Plot No. 146, Road No. 10-C, M.P. & M.L.A. Colony, Jubilee Hills, Hyderabad, Telangana state and **SRI. Y.HEMA CHANDRA**, S/o: RAVI PRASAD, aged about 31 years, occupation: Business, Resident of Plot No. 146, Road No. 10-C, M.P. & M.L.A. Colony, Jubilee Hills, Hyderabad, Telangana state.

If served to the Developer:

Address: **M/s. SARVESHVARI CONSTRUCTIONS**, a Partnership firm under the provisions of the Partnership Act, 1932, (Registration No. 335 of 2021), having its registered office at Plot No. 11 & 12, First Floor, Amar Society, Serilingampally Mandal, Kavuri Hills, Hyderabad - 500 081, (PAN No. AEIFS6293K) represented by its Partner and Partner, **SRI. Y. SHARATH CHANDRA**, S/o: RAVI PRASAD, aged about 30 years, occupation: Business, Resident of Plot No. 146, Road No. 10-C, M.P. & M.L.A. Colony, Jubilee Hills, Hyderabad, Telangana state. **AADHAR CARD No. 239633906516**

- b. Any Party hereto may change any particulars of its address for notice, by notice to the other in the manner aforesaid. Such change shall be effective 5 (five) days from the date of receiving such notice.
- c. To prove service, it is sufficient to prove that in the case of post, that the envelope containing the notice was properly addressed and posted or, in case of email, that the notice was transmitted by email to the email address of the Party.

(g) **Governing Law:**

This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The courts at Hyderabad shall have the exclusive jurisdiction over.

Y. Sharath Chandra

Y. Hema Chandra

Y. Sharath Chandra



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Sub Registrar
Serilingampalli

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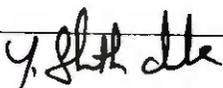
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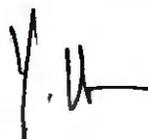


(h) **DISPUTE RESOLUTION**

- a. The Parties shall seek to amicably resolve any dispute, controversy, claim or breach arising out of, or in relation to, this Agreement, including any dispute as to the existence or validity of this Agreement ("**Dispute**"). If the Parties fail to amicably resolve the Dispute within a period of 60 (sixty) days from receipt of the first written notice of the Dispute by a Party, either Party may resort to arbitration as provided for in Clauses 17.2 to 17.6 below.
- b. Any Dispute, which cannot be settled amicably by negotiations and discussions between the Parties under Clause 17.1, shall be finally settled by binding arbitration conducted in accordance with [the provisions of the Arbitration and Conciliation Act, 1996]¹. The arbitral tribunal shall consist of 3 (three) arbitrators of which the claimant(s) shall appoint 1 (one) arbitrator, the defendant(s) shall appoint 1 (one) arbitrator and the two arbitrators so appointed shall appoint the third arbitrator.
- c. The seat or legal place of arbitration shall be in Hyderabad and the venue of arbitration proceedings shall be in Hyderabad. The arbitration provisions contained in this Clause 17 shall be solely and exclusively governed by the laws of India. The arbitration proceedings and the arbitral award shall be in English. For any interim and ad interim reliefs, the courts in Hyderabad, India or situated within the limits of GHMC, as may be conferred with original or pecuniary jurisdiction under provisions of the Code of Civil Procedure 1908, shall alone have exclusive jurisdiction.
- d. Arbitration shall not be deemed a waiver of any right of termination under this Agreement and the arbitral tribunal shall not be empowered to act or make any award other than based solely on the rights and obligations of the Parties prior to and including such termination. The arbitral tribunal may not limit, expand or otherwise modify the terms of this Agreement. The arbitral tribunal shall have powers to award only such remedy as is contemplated by this Agreement, including, as appropriate, injunctive relief.
- e. The costs of arbitration shall be borne as determined in the arbitration award.
- f. Subject to the award of the arbitrators or the award of any interim or ad interim relief in accordance with this Clause 17, neither the existence of any Dispute nor the fact that any arbitration or proceeding is pending hereunder shall relieve any of the Parties of their respective obligations under this Agreement. When any Dispute occurs, which is submitted to arbitration, except for the matter under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining obligations under this Agreement.

(i) **Force Majeure:**








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- a. Force Majeure shall mean and include the following;
- i. War, flood, drought, fire, cyclone, earthquake, **epidemic, pandemic**, strike, or any other calamity caused by nature; Restriction by the Government, administrative, judicial, quasi-judicial authorities;
 - ii. Non-availability of construction material affecting the regular development of the Project, subject to notice of such non-availability to the Owners, in writing and at the option of the Owners to procure or arrange such unavailable construction material at a reasonable price from its own source, at Developer's Costs.
 - iii. Approvals
- b. The Owners agrees that, in the event that the completion of the Project is delayed on account of any of the aforesaid Force Majeure events, the Developer shall be entitled to extension of the time for delivery of the possession of the share of the area allocated to the Owners.

(j) Relationship:

- a. Nothing contained in this Agreement shall constitute or be deemed to constitute a partner to partner/employer-employee/principal-agent relationship as between the Parties.
- b. The Parties agree that the relationship as between them shall be on a principal to principal basis.

(k) Amendment and Waiver:

- a. This Agreement may be amended, modified or supplemented only by way of a written instrument executed by each of the Parties. No waiver of any of the provisions of this Agreement shall be effective unless set forth in writing by each of the Parties to this Agreement.

(l) Limitation of Liability:

- a. Notwithstanding any provision to the contrary, the Parties shall not be liable for one another's incidental, indirect, special or consequential damages (including lost profits or lost revenues), regardless of whether such liability arises in tort, contract, breach of warranty, indemnification or otherwise.

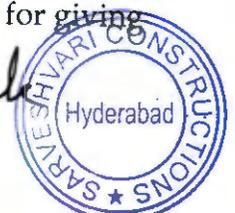
(m) Assignment:

- a. The Developer shall have the right to assign any of its rights and/or liabilities arising from this Agreement to any other entity and/or company for whole or part of the Project on such terms and conditions as it may deem fit. For the purposes of this Clause, it is clarified that such an assignment shall require prior consent in writing from the Owners. The Owners, if gives its consent, shall upon the request of the Developer, execute such documents and no objection certificates as may be required by the Developer for giving effect to such an assignment.

Y. Shakti Chak

Y. Shakti Chak

Y. Shakti Chak



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(n) Severability:

- a. If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.

(o) Counterparts:

- a. This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

(p) Entire Agreement:

- a. Except as otherwise agreed between the Parties, this Agreement constitutes the entire agreement between the Parties as to its subject matter and supersedes any previous understanding or agreement on such subject matter between the Parties.

(q) Interpretation:

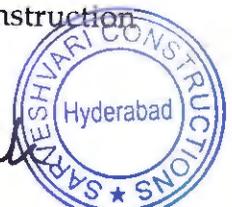
Except where the context requires otherwise, this Agreement will be interpreted as follows:

- (i) Words denoting any gender shall be deemed to include all other genders.
- (ii) Words importing the singular shall include the plural and vice versa, where the context so requires.
- (iii) The terms "hereof", "herein", "hereby", "hereto", "hereunder" and other derivatives or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case may be.
- (iv) Reference to the term "Clause" or "Schedule" shall be a reference to the specified Clause or Schedule of this Agreement.
- (v) The term "directly or indirectly" means directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements and "direct or indirect" shall have correlative meanings.
- (vi) All headings and sub-headings of Clauses and Schedules and use of bold typeface are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement.

Y. Shetty

Y. W.

Y. Shetty



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Serilingampalli

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- (vii) Reference to any legislation or Applicable Law or to any provision thereof shall include references to any such Applicable Law as it may, after the Execution Date, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision.
- (viii) Reference to the word "include" or "including" shall be construed without limitation.
- (ix) The Schedules and Recitals hereto shall constitute an integral part of this Agreement.
- (x) Terms defined in this Agreement shall include their correlative terms.
- (xi) Time for completion is 60 months from the date of approvals and essence in the performance of the Parties' respective obligations.
- (xii) References to the knowledge, information, belief or awareness of any Person shall be deemed to include the knowledge, information, belief or awareness of such Person after examining all information and making all due diligence inquiries and investigations which would be expected or required from a Person of ordinary prudence.
- (xiii) The Parties acknowledge that they and their respective counsel have read and understood the terms of this Agreement and have participated equally in its negotiation and drafting. Accordingly, no court or arbitrator construing this Agreement shall construe it more stringently against one Party than against the other.
- (xiv) If any provision in Clause 1 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- (xv) Capitalized terms used in this Agreement, if not defined in this Clause 1, but defined (within parenthesis and quotations) elsewhere in this Agreement, shall have the respective meanings so ascribed to such terms.
- (xvi) Any reference to "writing" shall include printing, typing, lithography, transmissions by facsimile or in electronic form (including e-mail) and other means of reproducing words in visible form but shall exclude messages via mobile devices / smartphones or messages of a similar nature.

Y. Shashank

Y. W.

Y. Shashank



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Serilingampalli



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SCHEDULE A

All that piece and parcel of the land admeasuring 771 Sq. Yards comprising of the open plotted area 530 Sq. Yards in Sy. No. 54 and 241 Sq. Yards in Sy. No. 55/1 of Raidurg Navkalsa village, Serilingampally Mandal, Ranga Reddy District, (Hyderabad), Telangana State and bounded by:

NORTH : The Land of vendees in Sy. No. 40 & 46
SOUTH : The Land of Zaheed Ali
EAST : The Land of Neha Agarwal & others in Sy. No. 54, 55/1 & 40
WEST : The Land in Sy. No. 54 & 55/1

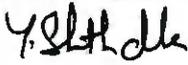
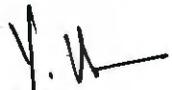
SCHEDULE B

(Developer's Share and the Owners's Share in the Project)

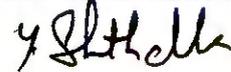
"Owners's share": A Saleable Area of Twenty Three Thousand Eight Hundred and Thirty Six square feet (23836 sft.) with proportionate undivided share in the Schedule A Property, proportionate car parking lots and servant quarters shall be the Owners's share.

"Developer's share": The remaining Saleable Area 22127 Sq. feet, with proportionate undivided share in the Schedule A Property, proportionate car parking lots and servant quarters shall be the Developer's share.

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.

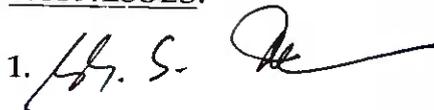


OWNERS

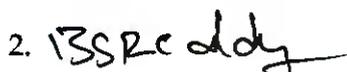
For SARVESHVARI CONSTRUCTIONS


Managing Partner

DEVELOPER

WITNESSES:

1. 

2. 

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ANNEXURE - 1A

1. Description of Building : Proposed Residential Complex on Open land 771 Sq. Yards comprising of the open plotted area 530 Sq. Yards in Sy. No. 54 and 242 Sq. Yards in Sy. No. 55/1 of Raidurg Navkalsa village, Serilingampally Mandal, Ranga Reddy District
- (a) Nature of Roof : R.C.C.
- (b) Type of Structure : With Pillars.
2. Age of building : Proposed.
3. Total extent of site : 771 Sq. Yards
4. Total Built-up Area : 45963 Sq. Feet in Thirty Six (36) Floors i.e. 1276.75 Sft in each Floor (Proposed Area).
5. Car Parking : 2000 Sq. feet
5. Party's estimate of Market Value of the Building : Rs. 5,20,59,500/-

Date: 25-03-2023

SIGN. OF THE EXECUTANT

CERTIFICATE

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

Date: 25-03-2023

SIGN. OF THE EXECUTANT



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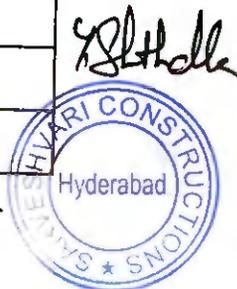


**SCHEDULE -C
(Specifications)**

Foundation	As per structural design
Structure	RCC framed structure to withstand wind & Seismic loads as per IS Codes
Masonry	Clay bricks/Fly ash bricks/ Aerocon or similar light weight brick for internal & external walls
Internal plaster	Walls - one coat 12 mm thick in CM 1:6 Ceiling- 6/8 mm thick
External plaster	Two Coats of Plastering 18 mm thick in CM 1:6 with water proofing compound
Internal finish	Painted with oil bound distemper over a coat of smooth lappam finish
Flooring	Standard Vitrified Tiles 2' x 2'
Flooring balconies	Standard Vitrified Tiles 2' x 2'
Flooring Toilets/Utility	anti-skid standard Ceramic Tiles 1' x 1'
Dado Toilets/utility	Standard Ceramic dado Tiles 1' x 2'
Main Door	Teak Wood Frame + Flush Shutter laminated/veneer finish
Other Doors	Non-Teak wood Frame + BSC Flush Shutter with laminated finish
Toilet/Balcony Door	Non-Teak wood Frame + BSC Flush Shutter with laminated finish
Windows/Ventilators	UPVC window system with floated glass
Door Handles and locks	Godrej or equivalent
Plumbing	CPVC concealed water supply with good quality C.P. fitting PPR pipe or that of equivalent quality for sewerage connections
	Borewell water. Provision for R/O plant to provide drinking water in kitchen.
	Provision for water softening plant and sewerage treatment plant.
Sanitary Fittings	CERA or equivalent
CP Fittings	Essess or equivalent
Fire Fighting Systems	As required as per local laws

Y. Shobha

Y. V.



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SECURITY	Site Completely compounded
	CCTV at important locations connected to security room for effective surveillance
	Intercom system connecting the flats to security room
Soft scape	Designer landscaping with aesthetically designed open areas.
Hardscape	BT internal Roads with adequate lighting
Car Parking	covered car parking as per local rules
Electrical	Concealed copper wiring of reputed make. Electrical Points - Modular type, provision for AC point in master bedroom. Provision for Exhaust point in kitchen and Toilets Provision for Geyser Point in all toilets
Electrical Fixtures	Anchor/Legrand or equivalent
DG sets	Generator Backup facility for lifts, pumps and common areas complete underground electrical cabling. Provision for three light and three fan points in each flat
Kitchen Platform	Granite platform with stainless steel sink. Dado up to 2'0- height above platform
Lift(s)	Adequate number of lifts for each block (passenger and service)
Piped Gas	Provision for piped gas system
Visitors Parking	AS per local norms
Rainwater Harvesting	AS per local norms
Utilities/wash	Provision for washing machine and wet area for washing utensils and glazed tiles up to 3'0" height
Telecom	A. Telephone points in living areas B. Intercom facility to all the units connecting Security
Cable tv	Provision for cable connection in living room
Internet	One internet provision in each flat

Y. Shobha

V. V.



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Serilingampalli

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Common areas	
Flooring in Corridors	Standard Vitrified Tiles
Painting in Corridors	Birla Exterior Putty 2 coats + Primer 1 Coat + Two Coats of Emulsion Asian ACE Paint
External Painting	Birla Exterior Putty 2 coats + Primer 1 Coat + Two Coats of Emulsion Asian APEX Paint
Lift Cladding	Vitrified tiles
Amenities	Well Designed Club House with area comprising of 3% of BUA with facilities like gym, indoor games area, yoga room etc.

For SARVESHVARI CONSTRUCTIONS

Y. Sheth
Managing Partner

DEVELOPER

OWNERS

1. *Y. Sheth* 2. *V. H.*

WITNESSES:

1. *A. S. One*
2. *Bs Reddy*

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Government of India

సమాచితం సృష్టి / Enrolment No. : 1190/11349/00270

To
Yelshala Hema Chandra
26వ వార్డు, ఎం.ఎం.ఎం.
S/O Yelshala Ravi Prasad
8-2-290/82/NL/148
Jubilee Hills Road No. 10C, MLA-enclave MP Colony
Kranthidevi
Banjara Hills, Hyderabad
Andhra Pradesh - 500034

12/11/2011

అధార్ నంబర్ / Your Aadhaar No. :
7010 3803 4990

అధార్ - సామాన్య నివాసి హక్కు

20వ వార్డు, ఎం.ఎం.ఎం.ఎం.
Yelshala Hema Chandra

సృష్టి తేదీ / Year of Birth: 1990
లింగం / Gender: Male

7010 3803 4990

భారత ప్రభుత్వం
Unique Identification Authority of India
Government of India

సమాచితం సృష్టి / Enrolment No. : 1190/02109/00017

To
Yelshala Shreshth Chandra
26వ వార్డు, ఎం.ఎం.ఎం.
S/O Yelshala Ravi Prasad
8-2-290/82/NL, Plot No. 148 Road No-10C
MP and MLA Colony
Jubilee Hills
Banjara Hills
Andhra Pradesh - 500033

14/02/2013

అధార్ నంబర్ / Your Aadhaar No. :
2396 3390 6516

అధార్ - సామాన్య నివాసి హక్కు

26వ వార్డు, ఎం.ఎం.ఎం.ఎం.
Yelshala Shreshth Chandra

సృష్టి తేదీ / Year of Birth: 1990
లింగం / Gender: Male

2396 3390 6516

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Government of India

అధార్ నంబర్ / Your Aadhaar No. :
8124 8560 9517

అధార్ - సామాన్య నివాసి హక్కు

అధికారి / Officer:
S/O: బొబ్బిగమా మణి రెడ్డి, 1-42, కొండపూర్
మండలం, చి.కొనాపూర్, మెదక్.
Bobbigama Manik Reddy, 1-42,
KONDAPUR MANDALAM, Chi Konapur,
Medak,
Telangana - 502295

అధికారి / Officer:
S/O: బొబ్బిగమా మణి రెడ్డి, 1-42, కొండపూర్
మండలం, చి.కొనాపూర్, మెదక్.
Bobbigama Manik Reddy, 1-42,
KONDAPUR MANDALAM, Chi Konapur,
Medak,
Telangana - 502295

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Government of India

అధార్ నంబర్ / Your Aadhaar No. :
8124 8560 9517

అధార్ - సామాన్య నివాసి హక్కు

అధికారి / Officer:
S/O: బొబ్బిగమా మణి రెడ్డి, 1-42, కొండపూర్
మండలం, చి.కొనాపూర్, మెదక్.
Bobbigama Manik Reddy, 1-42,
KONDAPUR MANDALAM, Chi Konapur,
Medak,
Telangana - 502295

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S/O: బొబ్బిగమా మణి రెడ్డి, 1-42, కొండపూర్
మండలం, చి.కొనాపూర్, మెదక్.
Bobbigama Manik Reddy, 1-42,
KONDAPUR MANDALAM, Chi Konapur,
Medak,
Telangana - 502295

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Government of India

అధార్ నంబర్ / Your Aadhaar No. :
8183 2017 2724

అధార్ - సామాన్య నివాసి హక్కు

అధికారి / Officer:
S/O: చాకిలం యాదగిరి రావు, 5-5-533 ప్లాట్ నెం.18,
అభయవరం నగర్, రంగారెడ్డి, చింతలకుండా, క.వి.
Rangareddy - 500074

అధికారి / Officer:
S/O: చాకిలం యాదగిరి రావు, 5-5-533 ప్లాట్
నెం.18, అభయవరం నగర్, రంగారెడ్డి, చింతలకుండా, క.వి.
Rangareddy,
Telangana - 500074

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Government of India

అధార్ నంబర్ / Your Aadhaar No. :
8183 2017 2724

అధార్ - సామాన్య నివాసి హక్కు

అధికారి / Officer:
S/O: చాకిలం యాదగిరి రావు, 5-5-533 ప్లాట్ నెం.18,
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Rangareddy - 500074

అధికారి / Officer:
S/O: చాకిలం యాదగిరి రావు, 5-5-533 ప్లాట్
నెం.18, అభయవరం నగర్, రంగారెడ్డి, చింతలకుండా, క.వి.
Rangareddy,
Telangana - 500074

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Handwritten signature: *BSR Reddy*

Handwritten signature: *Y. Shreshth*

Handwritten signature: *Y. N.*

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Sub Registrar
Serilingampalli

आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

YELISHALA HEMA CHANDRA
RAVI PRASAD YELISHALA

14/08/1990
Permanent Account Number
ADLPY8870E

Y. Hema Chandra
Signature



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

व्यक्ति लेखा संख्या कार्ड
Permanent Account Number Card
ADLPY8865H

YELISHALA SHARATH CHANDRA
RAVI PRASAD YELISHALA

14/08/1990
Date of Birth

Y. Sharath Chandra
Signature



आयकर विभाग
INCOME TAX DEPARTMENT

भारत सरकार
GOVT. OF INDIA

व्यक्ति लेखा संख्या कार्ड
Permanent Account Number Card
AEIFS6293K

SARVESHVARI CONSTRUCTIONS



संस्थापना की तारीख
Date of Incorporation/Formation
15/01/2021

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Online Challan Proforma [SRO copy]



Registration & Stamps Department

Government of Telangana



Challan No: 740KHF240323

Bank Code : SBIN

Payment : NB

Remitter Details

Name SARVESHVARI CONSTRUCTIONS
 PAN Card No AEIFS6293K
 Aadhar Card No *****478
 Mobile Number *****478
 Address FIRST FLOOR, AMAR SOCIETY,
 SERILINGAMPALLY MANDAL, KAVURI
 HILLS, HYDERABAD

Executant Details

Name Y.SHARATH CHANDRA AND ANOTHER
 Address 146, JUBILEE HILLS, HYDERABAD

Claimant Details

Name SARVESHVARI CONSTRUCTIONS
 Address IRST FLOOR, AMAR SOCIETY,
 SERILINGAMPALLY MANDAL, KAVURI
 HILLS, HYDERABAD

Document Nature

Nature of Document Development Agreement Cum GPA
 Property Situated RANGAREDDY
 in(District) SERILINGAMPALLY
 SRO Name

Amount Details

Stamp Duty 520600
 Transfer Duty 0
 Registration Fee 100000
 User Charges 1000
 Mutation Charges 0
 Haritha Nidhi 50
 TOTAL 621650
 Total in Words Six Lakh Twenty One Thousand Six
 Hundred Fifty Rupees Only
 Date(DD-MM-YYYY) 24-03-2023

Transaction Id 3263929660536

Stamp & Signature

Online Challan Proforma [Citizen copy]



Registration & Stamps Department

Government of Telangana



Challan No: 740KHF240323

Bank Code : SBIN

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Transaction Id 3263929660536

Stamp & Signature

e- STAMPS
Document Registrartion eChallan Slip

Registration & Stamps Department
Government of Telangana

Remitter / SRO / District-Registrar Details

SARVESHVARI CONSTRUCTIONS

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Case: 2659/23 DOCT No 2659/2023 ORIGINAL

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తెలంగాణ రెలంగానా TELANGANA

AN 873754

Sl. No: 21318 Date: 23-03-2023
Made To: Y. SHARATH CHANDRA
S/o: Y. RAVI PRASAD R/o: HYD
For Whom: SAHVESHWARI CONSTRUCTIONS

G. Sreemanth
GOPA SREEMANTH
Licensed Stamp Vendor
Lic. No. 13-11-128/2018
Sl. No. 13-11-072/2019
Shop No. 2, 1st Floor, Malleshwari
Kalyan Nagar, Hyderabad
Phone No. 9959110311

DEVELOPMENT AGREEMENT-CUM-IRREVOCABLE GENERAL POWER OF ATTORNEY

The DEVELOPMENT AGREEMENT-CUM-IRREVOCABLE GENERAL POWER OF ATTORNEY ("Agreement") is executed on this the 25th day of, March, 2023 ("Effective Date") at Hyderabad, Telangana by and between:

1. SRI. MARRI VENKAT REDDY, S/o: JANGI REDDY, aged about 44 years, occupation: Business, Resident of H. No. 13-1-219/A, Balaji Swarnapuri Colony, Rajeevnagar, Motinagar, Hyderabad, Telangana.
Aadhar 2276 4432 2157 PAN ACIPM 1305A
2. SMT. MARRI JAMUNA RANI, W/o: JANARDHAN REDDY, aged about 44 years, occupation: Business, Resident of Resident of H. No. 13-1-219/A, Balaji Swarnapuri Colony, Rajeevnagar, Motinagar, Hyderabad, Telangana.
Aadhar 8929 3479 0304 PAN AGMPPM 9743L

(Hereinafter referred to as the "Owners", which term shall, unless repugnant to the context or meaning thereof, mean and include their successors, representatives, executors, administrators and assigns etc.) of the First Part.

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Presentation Endorsement:

Presented in the Office of the Sub Registrar, Sertungampudi along with the Photographs & Thumb Impressions as required Under Section 22-A of Registration Act, 1908 and fee of Rs. 100000/- paid between the hours of 12 and 4 on the 25th day of MAR, 2023 by Sri Mani Venkat Reddy

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

Sl No	Class	Thumb Impression	Photo	Address	Signature/Thumb Impression
1	CL			M. SARVESHWAR CONSTRUCTIONS REP OF Y. SHARATH CHANDRA SO. RAVI PRASAD ASHLE HILLS, HYDERABAD	
2	EX			M. JAMMA BAI W/O. JANGARATH REDDY MOTHRACAL, HYDERABAD	
3	EX			M. VENKAT REDDY SO. JANGARATH REDDY MOTHRACAL, HYDERABAD	

Identified by Witness:

Sl No	Thumb Impression	Photo	Name & Address	Signature
1			B. SHANTHI REDDY MEDAK	
2			C. SHEEBHAGIRI RAO HYD	

25th day of March, 2023

Signature of Sub Registrar
Sertungampudi

E-KYC Details as received from UIDAI:

Sl No	Aadhaar Details	Address	Photo
1	Aadhaar No: XXXXXXXX2724 Name: Chakraborty Sheshegin Rao	SO. Chakraborty Yashraj Rao, Chintalukunta, K.V. Hangampudi, Telangana, 500074	
2	Aadhaar No: XXXXXXXX0817 Name: Bobbigama Srikanth Reddy	SO. Bobbigama Manth Reddy, Ch. Ranacut Medak, Telangana, 502295	

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Along With The Original

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Sub Registrar
Sertungampudi



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AND

M/s. SARVESHVARI CONSTRUCTIONS, a Partnership firm under the provisions of the Partnership Act, 1932, (Registration No. 335 of 2021), having its registered office at Plot No. 11 & 12 First floor, Amar Society, Serilingampally Mandal, Kavuri Hills, Hyderabad - 500 081, (PAN No. AELPN6293K) represented by its Partner and Partner, **SRI Y. SHARATH CHANDRA**, S/o RAVI PRASAD, aged about 30 years, occupation: Business, Resident of Plot No. 146, Road No. 10-C, M.P. & M.L.A. Colony, Jubilee Hills, Hyderabad, Telangana state. **AADHAR CARD No. 239633906516**

(Hereinafter referred to as the "DEVELOPER" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors-in-interest, and permitted assigns) of the Other Part

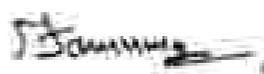
The "Owners" and the "Developer" are hereinafter collectively referred to as "the PARTIES" and individually as "the Party"

A) The Owners is the absolute Owners and possessors of the land admeasuring 530 Sq. Yards in Sy. No. 54 and 240 Sq. Yards in Sy. No. 55/1 of Raudurg Narkalsi village, Serilingampally Mandal, Rangu Reddy District, (Hyderabad), having acquired through Registered Sale Deed bearing Document No.6987 of 2016 dated 06-07-2016 on the file of S.R.O. Serilingampalli executed by Sri. M. Suresh Goud and others (hereinafter referred as the "Schedule Property" more fully described in Schedule A).

B) The Owners have represented that it is in exclusive possession and enjoyment of the Schedule Property without any encumbrances and has approached the Developer to undertake the development of the same.

C) The Owners and the Developer are desirous of constructing a multistoried building upon the Schedule Property combining it with the adjacent lands, and construct a single residential use ("Project"). And the Owners has agreed to contribute his schedule property into a common pool along with the adjacent Owners of the land and facilitate to develop a single residential project with common amenities and facilities and consequently agreed to share the constructed area/apartments proportionate to the extent of Ownership of land held by each of them. The Developer has also agreed to join all the adjacent lands into a single residential project with common amenities and facilities and enter into a registered development agreement with such terms and conditions as it may think fit and appropriate.









E-KYC Details as received from UIDAI

N No	Aadhaar Details	Address	Photo
3	Aadhaar No: XXXXXXXX2187 Name: Murti Venkat Reddy	S/O Murti (lang) Reddy, Shankar, Hyderabad, Telangana, 500033	
4	Aadhaar No: XXXXXXXX0394 Name: Murti Jaganu Reddy	W/O Murti Jaganu Reddy, Shankar, Hyderabad, Telangana, 500033	
5	Aadhaar No: XXXXXXXX0518 Name: Telichala Sharath Chandra	S/O Telichala Reddy Prasad, Shankar, Hyderabad, Telangana, 500033	

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

Description of Fee/Duty	In the Form of						Total
	Stamp Papers	Challan (RS-4) of ST Act	E-Challan	Cash	Stamp Duty (RS-18) of ST Act	DD/BC/ Pay Order	
Stamp Duty	100	0	51000	0	0	0	52000
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	10000	0	0	0	10000
User Charges	NA	0	500	0	0	0	500
Mutation Fee	NA	0	0	0	0	0	0
Total	100	0	62000	0	0	0	62000

Rs. 51000/- towards Stamp Duty including T.D under Section 47 of T.E. Act, 1997 and Rs. 10000/- towards Registration Fee (in the chargeable value of Rs. 2148800/-) was paid to the party through E-Challan/BC Pay Order No: 2052V0242323 dated 24-MAR-23 of SBIM.

Online Payment Details Received from SBIP a-P

(1) AMOUNT PAID: INR 62000/- DATE: 24-MAR-23 BANK NAME: SBIM, BRANCH NAME: BANK REFERENCE NO: 41241206232/PAYMENT MODE: NE 100136LATRN417243300002 REMITTER NAME: SARVODINARI CONSTRUCTION/REGULATORY NAME: M. VENKAT REDDY AND ANOTHER CLAIMANT NAME: SARVODINARI CONSTRUCTION)

Date:

28th day of March 2023

L.N. 20 (5)-1945/55

Signature of Registering Officer

Saraju Reddy

BK-1, CS No 2697/2023 & Docl No 2-659/1-02-3 Sub Registrar San Lingampally

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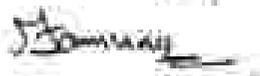


- D) The Developer will enter into separate registered development agreements with each of the adjacent Owners and will enter into a supplementary development agreement along with all the Owners part of the project after obtaining the building permit and share the constructed area/apartments on mutually agreed terms.
- E) Notwithstanding anything contrary contained in this agreement, it shall be construed that
- (i) Any reference to the development of schedule property, contribution of the property by the land Owners and the development agreement, it shall always be construed and deemed to be referring to the joint development agreement having and covering the entire extent of project area, which includes the schedule Property and as well as the Owners and respective Schedule Property subject to the context and meaning.
 - (ii) All the Development Agreements part of the Project, and their terms and conditions shall always be read in harmony and meant to be referring to the joint development of the scheduled land along lands of the adjacent Owners with mutual/respective rights, obligations and sharing of the respective constructed area built on the project land.
- F) Whereas, the Developer has capability in developing residential and commercial properties and has agreed to develop the Schedule Property on the terms and conditions mentioned herein.
- G) The Owners and the Developer having discussed the terms of the development are desirous of reducing the terms of their development into writing.

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

I. Definitions:

- 1.1. "Act" means the Real Estate (Regulation and Development) Act, 2016.
- 1.2. "Affiliate" means with respect to any Person (as defined hereinafter), any other Person that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under the common control of, such Person. The expressions "control", "controlling" or "controlled", in relation to any Person, means the possession, direct or indirect, of the power to direct, or cause the direction of the management and policies of such Person, through Ownership of the voting securities or partnership interests, whether by contract or otherwise.
- 1.3. "Agreement" means this Development Agreement cum Irrevocable General Power of Attorney.





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- 1.4. "Approval(s)" means any and all approvals, authorizations, licenses, permissions, consents, no objection certificates (including, for the avoidance of doubt, the Sanctioned Plan and all approvals required in connection with or pursuant to the Sanctioned Plan) and construction insurances for the commencement of the development of the Project including without limitation, environmental clearances, consent for establishment, change of land use, conversions, temporary power connections and all other approvals and/or permissions from any other statutory or Governmental authorities whether State or Central, as may be applicable or required for the purposes of commencing construction and development activity, on the Schedule Property;
- 1.5. "Association" shall mean, the Association to be formed by the Flat Owners for their welfare for the purpose of maintenance and management of Common Areas and Amenities in Schedule Property or the Project including the Schedule Property.
- 1.6. "Business Days" means any day, other than a Saturday, Sunday or a public holiday, i.e., the day on which banks are open for transaction of normal banking business.
- 1.7. "Common Areas" means and include all such areas which are available for common enjoyment, such as, water tanks, parks, play areas, pathways, roads, club houses, septic tanks, Effluent Treatment Plant, Cooking Gas Storage facility and all such amenities including parking areas etc.;
- 1.8. "Developer's Share" means the Saleable Area as allocated to the Developer Share in Schedule B to this Agreement, more fully detailed or identified in the Supplementary Agreement to be entered into in between the Owners and the Developer as defined in Clause 1.18 and in terms of Clause 4.6 and 5.2 hereunder.
- 1.9. "Development Period" means the time allowed for the Developer under this Agreement to Develop the Project from the date of securing the Sanctioned Plan till the date of delivery of possession of the Owners's Share to the Owners by the Developer, i.e., not exceeding a period of 48 months and the grace period of additional 6 (six) months, from the date of refuse of the Approval(s) necessary for commencing the construction. (Time for obtaining permissions/approvals is 6 months);
- 1.10. "Encumbrances" means any pledge, lien, non-disposed undertaking, charge, mortgage, priority, hypothecation, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, liens pending, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the Schedule Property and/or the Project;


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- 1.11. "Owner's Share" means the Saleable Area as allocated to the Owners Share in Schedule B to this Agreement, more fully delineated or identified in the Supplementary Agreement to be entered between the Owners and the Developer as defined in Clause 1.18 and in terms of Clause 4.6 and 5.2 hereunder.
- 1.12. "Person" includes any individual, firm, company, governmental authority, joint venture, association, partnership or other entity (whether or not having separate legal personality).
- 1.13. "Project" shall mean the development or refer to process of development of the Schedule Property into a residential / mixed complex, in accordance with the Approvals secured by the Developer and in pursuance of this Agreement, as specified in Schedule C;
- 1.14. "Project Plan" shall mean the plan prepared by the Developer for the construction and development of the Project;
- 1.15. "Rules" means Telangana Real Estate (Regulation and Development), Rules 2017;
- 1.16. "Saleable Area" includes carpet area plus veranda/balcony/terrace area which are exclusively meant for the purchaser plus the proportionate share of Common Areas and any other area as agreed between the Developer and the purchaser in the agreement of sale for which a proportionate cost has been collected from the purchasers.
- 1.17. "Sanctioned Plan" means the Project Plan as approved by the concerned statutory authorities, subject to any changes required to be made thereto for procuring such Approval of the concerned statutory authorities.
- 1.18. "Supplementary Agreement" means the Agreement that will be executed pursuant to clause 4.9 and 5.2 which includes all the Owners of the adjacent land who will be part of the Project.

Words and expressions used but not defined in this Agreement, but defined in the Act, shall have the same meanings respectively assigned to them in the Act.

2. Scheme for Development

- 2.1 The Owners hereby contribute Schedule Property along with the adjacent Owners for the purpose of development into the development scheme on the assurance of the Developer to develop the Schedule Property into a residential / mixed complex/Project and the Developer agrees to obtain Approvals and develop the Schedule Property as per the permissions granted by the relevant authorities and as per the provisions of the Act and the Rules.







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22. The Project shall be developed by the Developer in strict compliance of applicable laws and regulations and the specifications of the Project as laid down in Schedule C.

3. Rights of the Developer:

31. The Developer is hereby granted with the development rights over the Schedule Property and a license coupled with interest and is permitted to have possession of the Schedule Property for the purpose of carrying out the development work as per the terms of this Agreement.
32. The Developer has the right to combine the Schedule Property with the adjacent lands and develop the entire extent of the land as a single project and allot the contracted area/apartments along with undivided and proportionate share of land in the project area.
33. The Developer shall be entitled to sell, mortgage or otherwise transfer its share and execute sale deeds or other modes of conveyance in favour of the purchasers or their nominees, without any further reference or resort to the Owners, only after execution of the Supplementary Agreement duly earmarking the share of the Owners and Developer hitherto and subject to compliance of the Act.
34. The Developer shall be entitled to advertise, offer for sale and enter into Agreement of Sale with third parties in respect of its share, receive moneys, issue discharge receipts and appropriate the proceeds, but in strict compliance with the Act and Rules.
35. The Developer has the right, without liability to the Owners, to avail/raise the Project/working capital finance required for the construction in the Schedule Property on the security of development rights of the Developer and the Developer's share only as per this Agreement, provided that there shall be no personal liability on the Owners or their share with regard to any liability in respect of such Project/working capital finance availed by the Developer and further that the Owners shall not be treated as co-borrower, mortgagor or guarantor for such loan and its share shall not be liable for any such loan. The Owners shall render all necessary cooperation to the Developer to facilitate or as may be required on the security of development rights of the Developer and on the Developer's share to be constructed from time to time, at the cost of the Developer to enable the Developer to secure such project capital/finance for construction.
36. The Developer shall, at its own cost and expense, be entitled to deal with all the statutory authorities including Greater Hyderabad Municipal Corporation (GHMC) and the Service providers including the TSSPDCL, HMWS&SB etc., for the purpose of this Development Agreement on behalf of the Owners.



Developer





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37. The Developer shall be entitled to appoint or remove professionals like architects of international repute, structural engineers, interior designers, electrical and other consultants of repute and, on such terms as it deems fit and proper.

38. The Developer shall be entitled to appoint or engage contractors, sub-contractors, suppliers, employees, workers etc., at its cost and enter into necessary agreements with all such persons without any further reference to the Owners.

4. Developer's Duties:

4.1. The Developer shall develop the Schedule "A" Property along with adjacent lands as a single residential/mixed property and for that purpose strictly follow the provisions of the Applicable Acts and the Rules.

4.2. The Developer at its cost shall prepare or cause preparation/draw the building plans/drawings/designs, etc., as per the requirement of National Building Code, Building bye-laws, rules and regulations for construction of the Project and submit the same to the GHMC or to any competent authority for Approval(s).

4.3. The Developer shall obtain all Approvals necessary for commencing construction of building/s and development of the Schedule Property.

4.4. The Developer is empowered to modify, add and/or delete the contents in the Sanctioned Plan to the extent permissible under law with the written approval of the Owners, which shall not be withheld beyond 30 days by the Owners. However, such written approval is not necessary if such modification, addition and/or deletion is mandated by the Authorities for compliance with National Building code or the statutory regulations.

4.5. The Developer shall obtain all the necessary Approval(s), permissions, NOCs, clearances etc., including Sanctioned Plan at its cost and efforts, well within 6 months from the date of execution or registration of this Agreement.

4.6. Subject to procuring Approval(s) as aforesaid, the Developer and the Owners will enter into a Supplementary Agreement to this Agreement demarcating the areas finally falling to the share of respective Party.

4.7. The Developer shall complete the construction in Schedule Property and deliver the Owners's share duly completed in all respects, to the Owners as per the terms of this Agreement, within 48 months along with an additional 6 months grace period from the date of the release of the Approval(s) necessary for commencing construction. However total completion period allowed/agreed is 6 months + 48 months + 6 months i.e. 60 months from the date of this agreement.


Developer





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48. If the Developer fails to complete the construction and deliver the areas allocated to the Owners, under Schedule B of this Agreement, within the Development Period, the Developer shall be liable to pay liquidated damages @ Rs. 5 (five) per square foot per month till the areas allocated to the Owners or part thereof, are delivered. This Clause shall apply for any delay beyond the period as detailed in Clause 4.7 above.

4.9. The Developer shall pay the remuneration/fees payable to the professionals like architects, structural engineers, interior designers, electrical and other consultants, including the contractors, sub-contractors, suppliers, employees, workers, workmen etc. and shall be solely liable to any claims or disputes arising out of the terms of the Vendor's Contract as may be entered by, and in between the Developer and the respective Architect/Structural Engineer/interior or any other designer /Vendor/ Contractor/Employee/ Worker/Workman; and in no event whatsoever the Owners or the Schedule Property will be liable or can be used as a charge of lien or security to discharge the Developer's liability towards any claims or disputes against the Developer and it shall be independently liable.

4.10. The Developer shall alone be liable for all expenditure for the purpose of development including the cost of construction, administrative and marketing costs including the amounts required for the purpose of debt servicing, preparation of plans, designs, wages, documentation and those required for statutory compliances like Provident Fund, ESI, Gratuity, Workmen's Compensation, Contract Labour Act etc. or any other expenditure required for or incurred or liable to be incurred for the purpose of the construction and other development of Project as per the terms of this Agreement.

4.11. The Developer shall be liable to obtain all such insurances as may be notified by appropriate government in accordance with the law for the time being in force including the RERA Act and the RERA Rules. However, Title Insurance if mandated by RERA Act would be the responsibility of the Owners. However, in such event, the Developer can proceed ahead and obtain such insurance policy as may be required and can have such premium reimbursed by the Owners.

4.12. The stamp duty and registration charges for this Agreement as well as the Supplementary Agreement that would be executed later shall be borne by the Developer.

4.13. The Developer shall adhere to the Sanctioned Plan, specifications and other terms of this Agreement.








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4.14. The Developer shall form and register the Residents Welfare Association /Society ('Association') upon circulating the Constitution and Bylaws of such Association to the Owners in advance. i.e., at least a minimum period of 30 days, before the date of formation/registration of such Association; for its perusal and inputs, in writing, which shall not be delayed by the Owners, at any cost beyond 15 days from the date of receipt of the same. The Owners, and their prospective purchasers shall also join in the Association. The Developer or Owners or anyone claiming through them shall not recognize or deal with any Association other than the one formed and registered as per this Clause. Any amounts levied/collected towards advance maintenance or corpus fund towards any of the flats falling towards the Owners's Share or to that of the Developer's Share are to be fixed by the Developer in consultation with the Owners and any amount mutually agreed by the Parties for the aforesaid purpose shall be deposited in terms of the Bylaws of the Association by the respective Party.

4.15. The Developer shall be entitled to have lien over part of the areas allocated to the Owners as per Schedule B to this Agreement, or as earmarked in the Supplementary Agreement as the case may be, till the entire refundable security deposit amounts to be refunded are fully paid. If such refundable security deposit amounts are not paid or paid partially, even after due notice of 30 days to be issued in writing to the Owners, the Developer shall be entitled to sell only the saleable units which is proportionate to the value of the refundable security deposit amounts, as may be outstanding at that point of time, in accordance to the then existing market rate per square feet out of the areas earmarked in Schedule B and more fully delineated in the Supplementary Agreement for realization of the amounts due and in such case, the authority and power of attorney to sell granted under this Agreement shall extend to such areas earmarked as above, to be sold for realization of the amounts due to the Developer. The Owners shall refund or reimburse all such refundable security deposit amounts due, if any, to the Developer at the time of delivery of the Owner's share in accordance with the terms of this Agreement.

4.16. The Developer shall be entitled for the cost for any extra quality, modification, extra material or other furnishings that may be built, made or provided by the Developer, either on account of requirements of construction or at the request of the Land Owners over and above or other than those specified under this Agreement. It is clarified that the Developer is not entitled to resort to this clause, unless it has obtained the written consent of the Land Owners before incurring any costs towards building or providing any such extra quality, modification, extra material or other furnishings.

4.17. Either Party shall have right to demand performance of all or any obligations or duties of the other Party under this Agreement, in writing, at all times and legally enforce the same.


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Sub Registrar

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5. Sharing of Areas

5.1. The Developer shall construct a residential Project as per the building permit received from the competent authority as per the relevant Statutes, Building Bye laws, Rules and Regulations and the suitability of the Schedule Property.

5.2. As the Owners shall be entitled to the share of the apartments as mentioned herein subject to the allotment of the apartments along with the other adjacent Owners in terms of the Supplementary Agreement.

5.3. The Owners is entitled to Twenty Three Thousand Seven Hundred and Ninety Eight square feet (23798 sq.ft.) and the Developer is entitled Twenty Two Thousand and ninety eight square feet (22098 sq.ft.) square feet in the Project in the form of apartments, in proportion to the land contributed by the Owners. Where this number is a fraction of an apartment, the number will be rounded to the nearest, and opt for any of the following:

5.3.1. The Developer, unless the Owners exercising its first option to acquire the difference area from the Developer; shall pay the fraction apartment price to the Land Owners at mutually agreed by the both parties _____ at which the other units allocated towards the Developer's Share are sold by the Developer.

5.3.2. If the land Owners exercises the right of first option to purchase the difference area from the Developer, the Land Owners shall pay the fraction apartment price to the Developer at a price mutually agreed or at the then prevailing market price at which the other units allocated towards the Developer's Share are sold by the Developer. Or

5.3.3. The Owners and Developer may, by entering a suitable Supplementary Agreement, choose to earmark their respective shares and vary or alter their areas mentioned in Schedule D hereto.

5.3.4. The earmarking and respective share of constructed area shall be made on fair and equitable distribution of constructed area based on extent of areas and facing apartments and also by appraising advantages / preferences and disadvantages.

5.3.5. The Supplementary Agreement shall be executed within a period of 30 days from the date of obtaining the approval to enable the Developer to perform its obligations under this Agreement.

5.4. Actual land area for calculation of Owners's Share is to be the lower of the following

- Extent of land after physical survey of land at the time of handing over of possession
- Or Extent of Land as per the land Owners's title documents.

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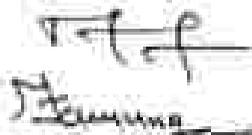
- 5.5 Additionally, in the event that any Transferable Development Rights (TDR), for whatsoever reason, becomes available in the Project, then the Owners will have the first right to acquire such TDR and this shall be shared between the Parties in the same ratio, the total area as shared by the Parties as per Clause 5.3 and Schedule B of this Agreement. In case the Developer acquires such TDR, then the same shall fall to the share of the Developer as the Developer will be paying for such TDR.
- 5.6 The extent of land lost as part of the road widening specified by the government authorities would also be deducted for calculation of Owner's share at the time of supplementary agreement.
- 5.7 Each party shall be liable to bear their respective share of taxes such as GST and such other taxes as applicable.

6. Rights of the Owners:

- 6.1 The Owners shall be entitled to have the Schedule Property developed and completed in all respects as per the Sanctioned Plan, specifications and other terms of this Agreement and the Owners's Share be delivered to them within the stipulated time.
- 6.2 The Owners, subject to the other terms of this Agreement and Act, shall be entitled to sell or transfer its share to third parties, on its own right and title independently, without the Developer's intervention. However, the Owners at his option may require the Developer to be joined as a Party to any or all conveyance deeds executed with regard to transfer of any unit/flat in the Owner's Share.
- 6.3 The Owners shall be entitled to withdraw the license entrusted to the Developer subject to the act permitting it to be in possession of the Project Land (for the purpose of carrying out the development work as per the terms of this Agreement) in case of failure on the part of the Developer to complete the Project and in handing over possession of the Owners's Share within 48 months or within the next 6 months after expiry of the said 48 months, being the grace period allowed, from the date of the release of the Approval(s) necessary for commencing construction. Time period allowed for obtaining approval is 12 months from the date of agreement. Total period allowed/agreed for completion of the entire project is 66 months from the date of this agreement.

7. Duties of the Owners:

- 7.1 The Owners shall at all times be liable to ensure that its title to the Schedule Property remains clear and free of any encumbrances.
- 7.2 The Owners to the extent obligated from its side or requires their intervention under law, shall cooperate with the Developer for due implementation and completion of the Project and construction in the Schedule Property.







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- 7.3. The Owners do hereby undertake not to cause any obstruction in any manner for the completion of the Project during Development Period in the interest of the development scheme and the third party purchasers and shall not seek any stay or injunction restraining such development including construction from any Court or other authority and all their claims against the Developer shall be limited to those mentioned in this Agreement and for recovery of damages, if entitled under Law.
- 7.4. The Owners has put the Developer in possession of the Schedule Property in accordance to clause 3.1 hereinafore and shall not hinder the access to the Schedule Property to commence and carry out the development of the Project and such obligation shall continue in order to permit the Developer to fulfil all its obligations as per the terms and conditions contained herein.
- 7.5. The Owners undertakes that they shall be liable to incur all costs and expenses in relation to ensuring absolute marketable title to the Lands to enable the Developer to develop the Project.
- 7.6. The Owners shall bear the GST, or any other Taxes/Fees amount payable to various statutory authorities, proportionately to the areas allocated to the Owners as per Schedule B. However, all Taxes/Fees on the scheduled property prior to the execution of this agreement shall be completely borne by the Owners.
- 7.7. The Owners hereby undertakes to provide full assistance and cooperation in order to enable the Developer to obtain all Approvals, as contemplated herein.
- 7.8. The Owners hereby agrees and acknowledges that the Owners shall not revoke the right/permission/ license hereby granted under this agreement to the Developer to develop the Schedule Property during the Development Period, as the Developer will be incurring expenses for construction based on the Agreement with the Owners.
- 7.9. The Owners hereby agrees and acknowledges that statutory costs incurred by the Developer, in relation to conversion of the Schedule Property from industrial/manufacturing/any other use to residential use shall be paid by the Owners.
- 7.10. The Owners shall contribute 50% of the amount towards deposits payable to the service providers including the TSSPDCL, HMWSSB, etc., for the purpose of obtaining service connections for electricity, water and sewerage, gas, etc. for flats falling under Owners share. Such share of deposits shall be paid by the Owners within thirty days from the date of receipt of written notice from the Developer.









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7.11. The Owners (or the purchasers of apartments from the Owners) shall be liable to pay maintenance charges and user charges as may be fixed by the Developer/ Association/Service Provider/Club House on par with other Flat Owners and shall not be entitled to any concessions as Owners for contributing Schedule Property for development, save the one agreed under Clause 4.14 above.

7.12. The Owners shall sign all the documents and other applications necessary for obtaining the permissions, clearances, etc., in its capacity as land Owners only to the extent required or for proper compliance of any Statute, Rule, Regulation including the Real Estate (Regulation and Development) Act, 2016 or of any terms of the permissions, clearances etc., granted or obtained for the purpose of development of the Schedule Property as may be required by the Developer from time to time.

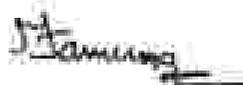
7.13. It is agreed to deposit the original documents pertaining to the Schedule Property in a bank locker which would be under Joint Custody of the Owners and the Developer on signing the Development Agreement, which shall be managed and operated by the Parties jointly and after completion of the development, the Parties shall hand over the original documents to the Association. However, in the event of default on the part of the Developer in timely completion of the Project, the Owners shall be entitled to claim and receive custody of the documents.

7.14. In the event of any dispute or difference arises in sharing of the apartments among the adjacent Owners, it shall be the responsibility of the Owners only, and shall never be a ground of termination or revocation of the development agreement or adverse claim against the Developer.

8. Representations, Warranties And Covenants:

8.1. Subject to the provisions of this Agreement, the Owners make the following representations and warranties:

- (a) The Owners has a clear and marketable title to the Schedule Property and have full rights, powers, authority and capacity under law to enter into this Agreement for granting development rights to the Developer;
- (b) The Owners is in peaceful possession and enjoyment of the Schedule Property and that there are no squatters on the Schedule Property;
- (c) The Schedule Property is free from all encumbrances and there is no action or inaction which could render the transaction contemplated by this Agreement as void/ unenforceable or untenable under law;




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- (d) Save the rights or interest if any arise in terms of this Agreement, the Schedule Property is not subject matter of any acquisition, requisition or affected by any reservation or order of any Government authority, judicial or quasi-judicial authority adversely affecting the development of the Project on the Schedule Property;
- (e) The Owners is having unrestricted rights of alienation of the Schedule Property together with the Buildings constructed thereon, and that other than the Owners, no other Person(s) has/have any right, title, interest and/or claim of whatsoever nature in or upon the Schedule Property and the Owners are absolutely entitled to deal with the Schedule Property as they may deem fit and proper without any legal impediment(s) or disability(ies) of any nature whatsoever including without requirement of any approval or no-objection under Section 281 of the Income Tax Act 1961;
- (f) The Owners have all the power and authority to enter into and perform this Agreement and upon execution, this Agreement would constitute legal, valid and binding obligations of the Owners;
- (g) The Owners have not entered into any agreement(s) for sale or alienation of the Schedule Property in any manner whatsoever or any other arrangement(s) for development or otherwise of the Schedule Property with any other Person(s), nor have they issued any power(s) of attorney or any other authority, oral or otherwise empowering any other Person(s) to deal with the Schedule Property in any manner whatsoever;
- (h) The Owners had been regularly paying all taxes including property tax, cesses if applicable, registration dues and other outgoings with respect to the Schedule Property till the Effective Date to the concerned authority/ies;
- (i) Entering into and performance of this Agreement does not conflict with any applicable laws and regulations or any agreements or documents to which the Owners is a party;
- (j) The execution of this Agreement and the performance of the obligations herein by the Owners is not contrary to and/or contravene any court order, judgment or decree applicable to the Owners;
- (k) The Owners has not mortgaged or created any charge or encumbrance on the Schedule Property or any portion thereof as on the date of execution hereof and shall not create any encumbrance at any time after the date of execution hereof;
- (l) The Schedule Property is free from all environmental restrictions and is fit for the purpose of the development of the Project;


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- (iv) The Owners has not received any notice of violation of any law or municipal ordinance, order or requirement affecting the Schedule Property;
- (v) The Owners is solvent and is in a good financial standing to meet its obligations under this Agreement.
- (vi) The Owners is having free and unhindered access to and from the Schedule Property and there is no pending or threatened litigation including without limitation insolvency, attachment or other forms of distress with respect to the Schedule Property or against the Owners which may adversely affect the rights of the Developer contained in this Agreement. In case the Owners fails to settle any existing and genuine third-party litigation/claims within 60 days of such litigation/claims having been noticed by the Developer, the Developer is at its liberty to settle such claims on such terms as it deems appropriate and notify the Owners on scheme of such reasonable settlement proposed and the Owners shall abide by such settlement, without demur and pay the amounts payable thereunder.

9. Exclusive Development Rights:

- 9.1. The Owners hereby irrevocably grant to the Developer the exclusive right and license to develop the Project on the Schedule Property from the date of this Agreement.
- 9.2. Save as otherwise provided in this Agreement, no one other than the Developer shall be entitled to undertake the development and construction work on the Schedule Property. The Developer may undertake the same either by itself or through competent contractors and sub-divide the work or appoint sub-contractors as it may deem fit and proper and the terms and conditions in this Agreement are equally applicable to them as they are deemed to have been in the same footing to that of the Developer.
- 9.3. The Developer is entitled to assign this Development Agreement to its associate companies or any other company to the extent of financial investment only as it may deem necessary and enter into appropriate Agreement in respect of Schedule Property without any further reference to or consent of the Owners. In this relation, the Developer is entitled to admit any company or person as Co-Developer to develop jointly the Schedule Property, however, the rights of the Owners under this Agreement shall not be affected in any manner and the principle agreement shall be between Owners and developer only.
- 9.4. The Land Owners shall not sell the areas allocated to them in Schedule B or any part of the same below the prevailing sale price being sold by the developer which will be intimated by the developer from time to time, till the areas allocated to the Developer are completely sold out.


Signature


Signature



9.5. The Developer shall carry out the development/construction activities with a view to maximizing revenues from such activities, without compromising with the quality of the construction. The Developer shall be free to develop the Schedule Property in such manner as it deems fit, but always in accordance with the applicable law, rules and regulations, the specifications, and this Agreement. The Developer shall make best endeavors to ensure that quality and standards are maintained. The Developer shall be free to appoint sub-contractors and other necessary personnel of its choice at its sole discretion and upon terms and conditions as it deems fit. The Owners shall not be entitled to interfere in the same.

9.6. The Developer shall be entitled to finalize and frame the documentation including sale Agreements, Sale Deeds in favor of third-party purchasers, etc., and the Owners shall adopt the formats of the same documents to ensure uniformity, compliance of any law for the time being in force and to avoid any controversy or disparity among the purchasers/Flat Owners. The word "Flat Owners" in this Agreement shall mean and include any person holding the Apartment in Schedule Property as Owners, including the Owners and Developer or their respective allottee or transferee.

9.7. Notwithstanding anything contained to the contrary;

- (a) The Developer shall be free and entitled to dispose off their share of area developed in the Project in such manner as it may deem fit without requiring any consent from the Owners. Only in accordance to the provisions of the Act and only after execution of Supplementary Agreement untravelling the allocation among themselves after obtaining the sanctioned building permission.
- (b) The Developer's possession of the Schedule Property and the lawful activities undertaken by the Developer thereon pursuant to this Agreement shall not be disturbed or interrupted by the Owners directly or indirectly under any circumstances.
- (c) The Developer shall also be entitled to determine the name of the Project/the Buildings. However, the Developer may consider requests/suggestions made by the Owners with regard to naming the Project/Buildings.
- (d) The Developer is entitled to display/affix its name and/or brand name permanently on the Schedule Property or the construction made thereon and the same shall not be removed at any point of time.

9.8. The Developer recognizes that this Agreement imposes legal, valid and binding obligations on the Developer to be complied and strictly adhered to timelines stipulated under this Agreement.



Developer





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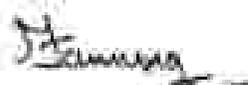
10. Marketing and Sales:

- 10.1. The Developer shall have the exclusive right to market and sell the Project for Developer's Share.
- 10.2. The Owners may sell their share in the Project in accordance with the conditions imposed under Clause 9.
- 10.3. Subject to the conditions imposed under Clause 9 of this Agreement, the Owners may sell their share in the Project in a manner they deem fit.
- 10.4. Upon the request of the Owners, the Developer shall sell the share of the Owners on the same price and terms as Developer's Share and proceeds from such sale shall be remitted to the Owners' account. However, Developer shall be entitled to deduct a marketing and sales fee as agreed (under a separate agreement).
- 10.5. Once all of the built up areas involved in the Developer's share is fully sold and Occupation Certificate is received, Owners shall have full discretion to retain, sell/lease at a price and in a manner, they deem fit and proper.

11. Name of The Project, Publicity And Signage:

- 11.1. The Developer shall be entitled to brand, name and market the Project in a manner they deem fit and proper. However, the Developer may consider requests/suggestion made by the Owners with regard to naming the Project/Buildings/Blocks.
- 11.2. The Developer shall be entitled to erect sign board(s) on the Schedule Property advertising for sale and disposal of the built-up areas on the Schedule Property and to publish advertisements in newspaper(s), magazine(s), website(s) and such other media seeking prospective purchaser/s and otherwise market the Project in any manner howsoever.
- 11.3. Subject to the provisions of the Act, it is a specific term and condition of this Agreement that:
 - (a) The Developer shall be free to market and sell the apartments in the Project to any Person/company/firm, etc., as it deems fit to the extent of its share;
 - (b) The name and/or identification numbers given to the buildings or portions thereof shall be displayed in a manner as may be decided by the Developer in its sole discretion;









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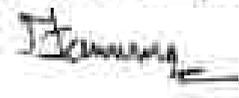


- (c) The Owners shall not do any act or thing that may adversely affect the aesthetic appearance/beauty of the buildings nor do anything which may cause nuisance or obstruction or hindrance to the third party purchasers of the apartments of the Project.

IRREVOCABLE GENERAL POWER OF ATTORNEY

1. As per and subject to the provisions of this Agreement, the Owners herein deems it expedient to authorize and appoint the Developer herein, namely, **M/s. SARVESHVARI CONSTRUCTIONS**, a Partnership firm under the provisions of the Partnership Act, 1932, (Registration No. 335 of 2021), having its registered office at Plot No. 11 & 12, First Floor, Amar Society, Serilingampally Mandal, Kavuri Hills, Hyderabad - 500 081, (PAN No. AEIIS0293K) represented by its Partner and Partner, **SRI. Y. SHARATH CHANDRA**, S/o: RAVI PRASAD, aged about 30 years, occupation: Business, Resident of Plot No. 146, Road No. 10-C, M.P. & M.L.A. Colony, Jubilee Hills, Hyderabad, Telangana state. **AADHAR CARD No. 239632906516** or any other person duly authorized by the Company through its resolution, as its irrevocable lawful attorney for due discharge of all its obligations under this Agreement and to do the following things and acts, in its name, inter alia:
2. To enter the Schedule Property, survey the same, prepare layout and service building plans, detailed drawings etc. and to sign and apply and follow up with all the concerned regulatory authorities, the matters relating to grant of licenses, approvals, sanctions, consents and registrations under relevant laws, rules, regulations, orders, notifications, for and in respect of the Schedule Property, to obtain sanctions and approvals of layout plans, building plans, zoning plans, completion/occupancy certificate etc., as required under applicable laws, rules, regulations, orders, notifications from time to time.
3. To do all such acts, deeds and things as may be required to landscape, divide/ sub divide the Schedule Property or carry out, or cause to be done, all technical and engineering activities for the purposes of the development of the Schedule Property and construction/ erection of buildings.
4. By itself or through third party contractors, to dig, build, erect, develop, construct and complete the buildings, structures for residential/commercial/ retail/entertainment and/ or recreation purposes on the Schedule Property and to submit all undertakings, agreements, affidavits, declarations, applications, bonds, etc., on behalf of the Owners, as required from time to time in connection therewith.
5. To do all necessary acts, deeds and things towards completion of the development of the Schedule Property including, without limitation, appointing architects, engineers, workmen and other personnel, obtaining necessary approvals including, without limitation, approvals for the Sanctioned Plan, the commencement certificate, occupancy certificate clearances, approvals, consents and no-objection certificates wherever applicable in the name of the Developer.









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6. To prepare, consolidate, sign and furnish and file all relevant data(s), applications, undertakings, affidavits, etc. in the prescribed format for grant of all licenses, approvals, sanctions, consents and registrations for development of the Schedule Property from the concerned authorities.
7. To sign, execute, affirm, declare, verify, file, submit, furnish all applications and documents, deeds, information before various authorities and departments of the relevant government wherein applications, undertakings, declarations, etc., or any other document as may be required to be filed in connection with the Development Agreement.
8. To appear and act either personally or through its authorized officers, agents and/ or lawyers before all authorities, courts, tribunals, officers of the government/ semi government/ local bodies and/ or any other statutory bodies for and in connection with the above purposes.
9. To apply for and obtain water connections, sewerage disposal connections, electricity connections, environmental approvals and all other consents and approvals as may be required in connection with the development on the Schedule Property.
10. To apply for and obtain any renewals of any licenses, approvals, sanctions, consents and registrations and to apply for and obtain transfer of any such licenses, approvals, sanctions, consents and registrations in favour of transferees of buildings/ apartments with proportionate undivided share in Schedule Property, and in this regard to make various applications, execute undertakings, affidavits and such other deeds, documents and writings as may be required by the concerned local authority, including without limitation, Jal Board, electricity board, pollution control board etc.
11. To develop the Schedule Property on such terms and conditions as detailed in the Development Agreement and to take steps in this regard to alienate, encumber, convey, sell, exploit, transfer, mortgage including mortgage of land for securing its rights under the Development Agreement, charge, lease, license or otherwise deal with the buildings/apartments therein together with proportionate undivided interest in land in any manner as it may deem fit in order to give effect to the provisions of the Development Agreement.
12. To gift or otherwise transfer open spaces and Common Areas in Schedule Property, in favour of the Association or the local authority as the case may be, as per the law or the terms of any permission for construction or other sanction or clearances and execute suitable documents and present the same for registration and to comply with all the formalities of registration.
13. To enter into agreement/s of transfer or conveyance of the Developer's share to any third party purchasers/ allottees and if required, present the same for registration and obtain registration of the same.







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14. To transfer by way of sale, mortgage, lease, gift or otherwise the areas allocated to the Developer and areas allocated to the Owners but retained by Developer on account of default of repayment of the interest free refundable deposit) and to receive consideration in respect thereof and appropriate the same, to issue discharge receipts without having to account for the same, to execute sale deeds or other conveyance in favor of third party purchasers/allottees and to present the same for registration and obtain registration and to deliver possession of the flats as to such allottees or third party purchasers, and enter into construction agreements with such allottees or third party purchasers.
15. To raise loans and/or other financial assistance by mortgaging/offering the Developer's share in the Schedule Property as security to such banks and/or institutions for the purpose of development of the Schedule Property and construction thereon and in the manner detailed in the Development Agreement.
16. At the cost and consent of the Owners, in writing, to perfect the title to the Schedule Property (if any defect is found therein) by making such lawful compromises and/or payments as may be necessary therein to any claimant of right or interest in the Schedule Property.
17. To advertise, market the built up apartments, put sign boards, hoardings on the exterior of the buildings in such manner as may be deemed fit and proper by the Developer in its sole and exclusive discretion, subject to existing laws and rules.
18. To execute apartment buyers agreements, sale/conveyance deeds, memorandum of understanding, agreements to lease, lease deeds, leave and license agreements, power of attorneys and/or all such relevant agreements/documents, term-sheets with respect to Developer's Share of the Built up Area in favour of prospective buyers/lessees for transfer of the buildings/ apartments thereof together with proportionate undivided interest in land along with all easement rights and other relevant appurtenances, rights and intents and in this regard to also do the following:
- ii. to present and admit execution of the Developers share of built up area for sale, conveyance, lease, assignment deeds and power of attorneys for registration before the sub registrar of assurances and obtain duly registered documents from the office of the sub-registrar of assurances;
 - iii. to sign and move applications and other documents for obtaining mutation of the Schedule Property, rectification of existing records recording extent of Schedule Property in the local land records maintained by all concerned authority(ies) including but not limited to revenue, tehsil, Zileadar, Patwari, Assessor & Collector, Department of Town & Country Planning and the like;


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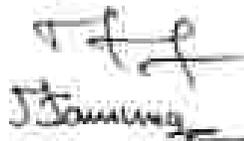


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- (iv) to appear in person to represent before the officers of all concerned local authority(ies) to secure mutation of the Schedule Property and rectification of local land records and to give any statement, affidavit, application, undertaking, indemnity bond or any other documents that may be required by the Developer for the purpose of construction and development of the Schedule Property;
- b. Subject to this Agreement, to execute and register the Supplementary Agreement earmarking the shares of both the Developer and the Owners of the entire extent of Project Area
- c. To further delegate any or all of the powers as mentioned above for or on behalf of the Owners, to one or more persons and to revoke such delegation of authority at the discretion of the Developer.
- d. To pay prescribed government fee and/ or charges for obtaining any sanctions, approvals, consents, permissions, water and/ or electricity connections, to the concerned governmental department/ authority.
- e. To file a suit for declaration pursuant to the provisions of the Specific Relief Act, 1963 in the names and on behalf of the Owners at Developers cost and expense and for the purpose engage any lawyer/ solicitor, senior counsel, finalize and sign, verify and present execute the plaint verifications, interim applications, affidavits, rejoinders, replies and/ or file appeals and do all such acts, deeds, matters and things as may be deemed necessary to pursue the suit/ legal proceeding and to settle the suit/ legal proceeding subject to such terms and conditions as may be thought fit and proper.
- f. To do and execute all acts, deeds, matters and things which are incidental and necessary for the implementation of all the powers vested herein the above and as may be necessary to be done on behalf of or by the Owners in relation to the Development Agreement. Further, the Owners hereby agrees to ratify all such lawful acts lawfully done by the Developer in pursuance of these presents.

(c) Indemnity:

- a. The Owners shall indemnify and hold harmless the Developer, its affiliates, managers, members, directors, officers, employees and consultants against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise on account of:
- (a) any delay caused at the instance of or attributable to the Owners, and/ or
- (b) any failure on the part of the Owners to discharge its liabilities and/ or obligations under this Agreement, and/ or


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- (f) on account of any act(s) or omission(s) or commission(s) or misrepresentations or for breach of any representation and warranties made under this Agreement, the other agreements proposed to be executed between the Parties.
- b. The Owners shall indemnify and hold harmless the Developer against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise on account of any defect in or want of title in relation to the Schedule Property or any part thereof.
- c. The Developer shall indemnify and hold harmless the Owners against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise on account of delay or defect in development of the Schedule Property and construction thereon in accordance with the terms hereof.

(f) Notices

- a. Any notice required or permitted to be given hereunder shall be in English language and shall be in writing. The notice shall be construed as effectively served (i) if delivered personally, upon receipt by the other Party; (ii) if sent by prepaid courier service, airmail or registered mail, within 5 (five) days of being sent; or (iii) if sent by means of electronic communication (with confirmed receipt), upon receipt of transmission notice by the sender. Any notice required or permitted to be given shall be addressed to the address given below.

If served to all the Owners:

Address: **SRI. MARRI VENKAT REDDY**, S/o JANGI REDDY, aged about years, occupation: Business, Resident of H. No. 13-1-219/A, Balaji Swarnapuri Colony, Rajeevnagar, Motinagar, Hyderabad, Telangana and **SMT. MARRI JAMUNA RANI**, W/o JANARDHAN REDDY, aged about years, occupation: Business, Resident of Resident of H. No. 13-1-219/A, Balaji Swarnapuri Colony, Rajeevnagar, Motinagar, Hyderabad, Telangana.

If served to the Developer:

Address: **M/s. SARVESHVARI CONSTRUCTIONS**, a Partnership firm under the provisions of the Partnership Act, 1932 (Registration No. 335 of 2021), having its registered office at Plot No. 11 & 12, First Floor, Amar Society, Surilingampally Mandal, Kavuri Hills, Hyderabad - 500 081, (PAN No. AEIPI6293K) represented by its Partner and Partner, **SRI Y. SHARATH CHANDRA**, S/o RAVI PRASAD, aged about 30 years, occupation: Business, Resident at Plot No. 14h, Road No. 10-C, M.P. & M.L.A. Colony, Jubilee Hills, Hyderabad, Telangana state. AADHAR CARD No. 239637906516


Jamuna


Y. Sharath Chandra



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- b. Any Party hereto may change any particulars of its address for notice, by notice to the other in the manner aforesaid. Such change shall be effective 5 (five) days from the date of receiving such notice.
- c. To prove service, it is sufficient to prove that in the case of post, that the envelope containing the notice was properly addressed and posted or, in case of email, that the notice was transmitted by email to the email address of the Party.

(g) Governing Law:

This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The courts of Hyderabad shall have the exclusive jurisdiction over.

(h) DISPUTE RESOLUTION

- a. The Parties shall seek to amicably resolve any dispute, controversy, claim or breach arising out of, or in relation to, this Agreement, including any dispute as to the existence or validity of this Agreement ("Dispute"). If the Parties fail to amicably resolve the Dispute within a period of 60 (sixty) days from receipt of the first written notice of the Dispute by a Party, either Party may resort to arbitration as provided for in Clauses 17.2 to 17.6 below.
- b. Any Dispute, which cannot be settled amicably by negotiations and discussions between the Parties under Clause 17.1, shall be finally settled by binding arbitration conducted in accordance with [the provisions of the Arbitration and Conciliation Act, 1996]. The arbitral tribunal shall consist of 3 (three) arbitrators of which the claimant(s) shall appoint 1 (one) arbitrator, the defendant(s) shall appoint 1 (one) arbitrator and the two arbitrators so appointed shall appoint the third arbitrator.
- c. The seat or legal place of arbitration shall be in Hyderabad and the venue of arbitration proceedings shall be in Hyderabad. The arbitration provisions contained in this Clause 17 shall be solely and exclusively governed by the laws of India. The arbitration proceedings and the arbitral award shall be in English. For any interim and ad interim reliefs, the courts in Hyderabad, India or situated within the limits of GHMC, as may be conferred with original or pecuniary jurisdiction under provisions of the Code of Civil Procedure 1908, shall alone have exclusive jurisdiction.









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- d. Arbitration shall not be deemed a waiver of any right of termination under this Agreement and the arbitral tribunal shall not be empowered to act or make any award other than based solely on the rights and obligations of the Parties prior to and including such termination. The arbitral tribunal may not limit, expand or otherwise modify the terms of this Agreement. The arbitral tribunal shall have powers to award only such remedy as is contemplated by this Agreement, including, as appropriate, injunctive relief.
- e. The costs of arbitration shall be borne as determined in the arbitration award.
- f. Subject to the award of the arbitrators or the award of any interim or ad interim relief in accordance with this Clause 17, neither the existence of any Dispute nor the fact that any arbitration or proceeding is pending hereunder shall relieve any of the Parties of their respective obligations under this Agreement. When any Dispute occurs, which is submitted to arbitration, except for the matter under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining obligations under this Agreement.

(i) **Force Majeure:**

a. Force Majeure shall mean and include the following:

i. War, flood, drought, fire, cyclone, earthquake, epidemic, pandemic, strike, or any other calamity caused by nature; Restriction by the Government, administrative, judicial, quasi-judicial authorities;

ii. Non-availability of construction material affecting the regular development of the Project, subject to notice of such non-availability to the Owners, in writing and at the option of the Owners to procure or arrange such unavailable construction material at a reasonable price from its own source, at Developer's Cost.

iii. **Approvals**

b. The Owners agrees that, in the event that the completion of the Project is delayed on account of any of the aforesaid Force Majeure events, the Developer shall be entitled to extension of the time for delivery of the possession of the share of the area allocated to the Owners.

(j) **Relationship:**

- a. Nothing contained in this Agreement shall constitute or be deemed to constitute a partner, to partner/employer-employee/principal-agent relationship as between the Parties.
- b. The Parties agree that the relationship as between them shall be on a principal to principal basis.


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(k) Amendment and Waiver:

- a. This Agreement may be amended, modified or supplemented only by way of a written instrument executed by each of the Parties. No waiver of any of the provisions of this Agreement shall be effective unless set forth in writing by each of the Parties to this Agreement.

(l) Limitation of Liability:

- a. Notwithstanding any provision to the contrary, the Parties shall not be liable for one another's incidental, indirect, special or consequential damages (including lost profits or lost revenues), regardless of whether such liability arises in tort, contract, breach of warranty, indemnification or otherwise.

(m) Assignment:

- a. The Developer shall have the right to assign any of its rights and/or liabilities arising from this Agreement to any other entity and/or company for whole or part of the Project on such terms and conditions as it may deem fit. For the purposes of this Clause, it is clarified that such an assignment shall require prior consent in writing from the Owners. The Owners, if gives its consent, shall upon the request of the Developer, execute such documents and no objection certificates as may be required by the Developer for giving effect to such an assignment.

(n) Severability:

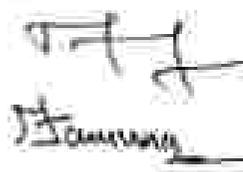
- a. If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding, and of like effect as though such provision was not included hereto.

(o) Counterparts:

- a. This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and any Party may execute this Agreement by signing any one or more of such originals or counterparts.

(p) Entire Agreement:

- a. Except as otherwise agreed between the Parties, this Agreement constitutes the entire agreement between the Parties as to its subject matter and supercedes any previous understanding or agreement on such subject matter between the Parties.







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(a) Interpretation:

Except where the context requires otherwise, this Agreement will be interpreted as follows:

- (i) Words denoting any gender shall be deemed to include all other genders.
- (ii) Words importing the singular shall include the plural and vice versa, where the context so requires.
- (iii) The terms "hereof", "herein", "hereby", "hereto", "hereunder" and other derivatives or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case may be.
- (iv) Reference to the term "Clause" or "Schedule" shall be a reference to the specified Clause or Schedule of this Agreement.
- (v) The term "directly or indirectly" means directly or indirectly through one or more intermediary persons or through contractual or other legal arrangements and "direct or indirect" shall have correlative meanings.
- (vi) All headings and sub-headings of Clauses and Schedules and use of bold typeface are for convenience only and shall not affect the construction or interpretation of any provision of this Agreement.
- (vii) Reference to any legislation or Applicable Law or to any provision thereof shall include references to any such Applicable Law as it may, after the Execution Date, from time to time, be amended, supplemented or re-enacted, and any reference to statutory provision shall include any subordinate legislation made from time to time under that provision.
- (viii) Reference to the word "include" or "including" shall be construed without limitation.
- (ix) The Schedules and Recitals hereto shall constitute an integral part of this Agreement.
- (x) Terms defined in this Agreement shall include their correlative terms.
- (xi) Time for completion is 60 months from the date of this agreement and essence in the performance of the Parties' respective obligations.
- (xii) References to the knowledge, information, belief or awareness of any Person shall be deemed to include the knowledge, information, belief or awareness of such Person after examining all information and making all due diligence inquiries and investigations which would be expected or required from a Person of ordinary prudence.
- (xiii) The Parties acknowledge that they and their respective counsel have read and understood the terms of this Agreement and have participated equally in its negotiation and drafting. Accordingly, no court or arbitrator construing this Agreement shall construe it more stringently against one Party than against the other.









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- (iv) If any provision in Clause 1 is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive provision in the body of this Agreement.
- (v) Capitalized terms used in this Agreement, if not defined in this Clause 1, but defined (within parenthesis and quotations) elsewhere in this Agreement, shall have the respective meanings so ascribed to such terms.
- (vi) Any reference to "writing" shall include printing, typing, lithography, transmissions by facsimile or in electronic form (including e-mail) and other means of reproducing words in visible form but shall exclude messages via mobile devices / smartphones or messages of a similar nature.

SCHEDULE -A

All that piece and parcel of the land admeasuring 530 Sq. Yards in Sy. No. 54 and 240 Sq. Yards in Sy. No. 55/1 of Rajburg Navkalva village, Serilingampally Mandal, Rangareddy District, (Hyderabad), Telangana State and bounded by:

NORTH	:	The Land of vendees in Sy. No. 40 & 46
SOUTH	:	The Land of Zahed Ali
EAST	:	The Land of Neha Agarwal & others in Sy. No. 54, 55/1 & 40
WEST	:	The Land in Sy. No. 54 & 55/1

SCHEDULE -B

(Developer's Share and the Owners's Share in the Project)

"Owners's share": A Saleable Area of Twenty Three Thousand Seven Hundred and Ninety Eight square feet (23798 sqft) square feet per his share of land with proportionate undivided share in the Schedule A Property, car parking lots and servant quarters shall be the Owners's share.

"Developer's share": A Saleable Area of Twenty Two Thousand and ninety eight square feet (22098 sqft) square feet share of land with proportionate undivided share in the Schedule A Property, car parking lots and servant quarters shall be the Developer's share.

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.


J. Jamuna

OWNERS

WITNESSES:

1. B. S. Reddy

2. H. S. Reddy


Y. S. Reddy
DEVELOPER



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ANNEXURE - IA

1. Description of Building :- Proposed Residential Complex on Open Land 770 Sq. Yards comprising of the open plotted area 530 Sq. Yards In Sy. No. 54 and 240 Sq. Yards In Sy. No. 55/I of Raidurg Navakasa village, Serilingampally Mandal, Ranga Reddy District.
 - (a) Nature of Roof :- R.C.C
 - (b) Type of Structure :- With Pillars.
2. Age of building :- Proposed.
3. Total extent of site :- 771 Sq. Yards
4. Total Built-up Area :- 46,896 Sq. Feet in Thirty Six (36) Floors (i.e. 1302.72 Sft in each Floor (Proposed Area).
5. Car Parking :- 523 Sq. feet
6. Party's estimate of Market Value of the Building :- Rs. 5,19,88,000/-

Date: 03-2023


SIGN. OF THE EXECUTANT

CERTIFICATE

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

Date: 03-2023


SIGN. OF THE EXECUTANT



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**SCHEDULE -C
(Specifications)**

Foundation:	As per structural design
Structure	RCC framed structure to withstand wind & Seismic loads as per IS Codes
Masonry	Clay bricks/ Fly ash bricks/ Aconech or similar high weight brick for internal & external walls
Internal plaster	Walls - one coat 12 mm thick in CM 1:6 Ceiling- 6/8 mm thick
External plaster	Two Coats of Plastering 18 mm thick in CM 1:6 with water proofing compound
Internal finish	Painted with oil bound distemper over a coat of smooth lappam finish
Flooring	Standard Vitrified Tiles 2 x 2'
Flooring balconies	Standard Vitrified Tiles 2 x 2'
Flooring/Toilet/Utility	anti-skid standard Ceramic Tiles 1' x 1'
Toilet/Toilet/utility	Standard Ceramic dado Tiles 1' x 2'
Main Door	Teak Wood Frame + Flush Shutter, laminated/ veneer finish
Other Doors	Non-Teak wood frame + BSC Flush Shutter with laminated finish
Toilet/Balcony Door	Non-Teak wood frame + BSC Flush Shutter with laminated finish
Windows/Ventilators	UPVC window system with floated glass
Door Handles and locks	Godrej or equivalent
Plumbing	CPVC concealed water supply with good quality CP fitting PPR pipe or that of equivalent quality for sewerage connections
	Overwell water, Provision for R/O plant to provide drinking water in kitchen.
	Provision for water softening plant and sewerage treatment plant.
Sanitary Fittings	CERA or equivalent
CP fittings	Essent or equivalent

[Signature]

[Signature]

[Signature]



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Fire Fighting System	As required as per local laws
SECURITY	Site Completely compounded
	CCTV at important locations connected to security room for effective surveillance
	Intercom system connecting the flats to security room
Soft scape	Designer landscaping with aesthetically designed open areas.
Hardscape	BT Internal Roads with adequate lighting
Car Parking	covered car parking as per local rules
Electrical	Concealed copper wiring of reputed make. Electrical Points - Modular type, provision for AC point in master bedroom. Provision for Exhaust point in kitchen and Toilets Provision for Geyser Point in all toilets
Electrical fixtures	Anchor/ Lagrand or equivalent
DCS unit	Generator backup facility for lifts, pumps and common areas complete underground electrical cabling. Provision for three light and three fan points in each flat.
Kitchen Platform	Granite platform with stainless steel sink. Dado up to 2'- height above platform
Lifts	Adequate number of lifts for each block (passenger and service)
Piped Gas	Provision for piped gas system
Visitor Parking	AS per local norms
Rainwater Harvesting	AS per local norms
Utilities/wash	Provision for washing machine and wet area for washing utensils and glazed tiles up to 3'0" height
Telecom	A. Telephone points in living areas B. Intercom facility to all the units connecting Security

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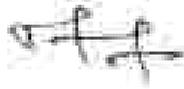
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Cable tv	Provision for cable connection in living room
Internet	One internet provision in each flat
Common area	
Flooring in Corridors	Standard Vitrified Tiles
Painting in Corridors	Beta Exterior Putty 2 coats + Primer 1 Coat + Two Coats of Emulsion Asian APE Paint
External Painting	Beta Exterior Putty 2 coats + Primer 1 Coat + Two Coats of Emulsion Asian APEX Paint
Lift Cladding	Vitrified tiles
Amenities	Well Designed Club House with area comprising of 3% of BUA with facilities like gym, indoor games area, yoga room etc.


OWNERS

WITNESSES

1. 

2. 

FOR SAREETHA CONSTRUCTIONS



DEVELOPER



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e- STAMPS

Document Registrartion eChallan Slip



Registration & Stamps Department
Government of Telangana



Remitter / SRO / District-Registrar Details

Name :	SARVESHVARI CONSTRUCTIONS
Mobile Number	8008300478
Challan Number	2052V0740323
DistCode	5M24r

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Challan No: 2052V0240323

Bank Code: SBIN

Payment: Nil

Remitter Details

NAME: SARVESHVARI CONSTRUCTIONS
PAN Card No: AEF56299K

Address: 12, FIRST FLOOR, AMAR SOCIETY,
SERILINGAMPALLY MANDAL, KAVURI
HILLS, HYDERABAD

Executant Details

Name: M. VENKAT REDDY AND ANOTHER
BALAJI SWARNAPURI COLONY,
RAJEEVNAGAR, MOTINAGAR,
HYDERABAD

Claimant Details

Name: SARVESHVARI CONSTRUCTIONS
Address: 12, FIRST FLOOR, AMAR SOCIETY,
SERILINGAMPALLY MANDAL, KAVURI
HILLS, HYDERABAD

Document Nature

Nature of Document: Development Agreement Cum OPA
Property Situated: RANGAREDDY
District: SERILINGAMPALLY

Amount Details

Stamp Duty: ₹19000

Transfer Duty: 0

Registration Fee: 100000

User Charges: 1000

Mutation Charges: 0

Arrears: 0

TOTAL: ₹202900

Total in Words: Six Lakh Twenty Thousand Nine
Hundred Fifty Rupees Only

Date (DD-MM-YYYY): 24-03-2023

Transaction id: 4172472068322

Challan No: 2052V0240323

Bank Code: SBIN

Payment: Nil

Remitter Details

Name: SARVESHVARI CONSTRUCTIONS
PAN Card No: AEF56299K

Address: 12, FIRST FLOOR, AMAR SOCIETY,
SERILINGAMPALLY MANDAL, KAVURI
HILLS, HYDERABAD

Executant Details

Name: M. VENKAT REDDY AND ANOTHER
BALAJI SWARNAPURI COLONY,
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Stamp & Signature

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