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Government of Telangana Registration And Stamps Department

5379/1e

Payment Details - Citizen Copy - Generated on 10/07/2019, 01:40 PM

SRO Name: 1512 Malkajgiri

Receipt No: 5799

Receipt Date: 10/07/2019

Name: PREM KUMAR SANGHI

CS No/Doct No: 5457 / 2019

Transaction: Development Agreement Cum GPA

Challan No:

E-Challan No: 521WLL100719

Chargeable Value: 157365600

DD No:

DD Dt:

Challan Dt:

E-Challan Dt: 10-JUL-19

Bank Name:

Bank Branch:

E-Challan Bank Name: YESB

E-Challan Bank Branch:

Account Description

Amount Paid By

Registration Fee
Deficit Stamp Duty
User Charges

Cash

Challan

DD

E-Challan

20000

573620

100

Total:

593720

In Words: RUPEES FIVE LAKH NINETY THREE THOUSAND SEVEN HUNDRED TWENTY ONLY

RETURNED

Prepared By: VIGNESH

Verified

Signature

Signature by SR

SR
SR



Government of Telangana
Registration And Stamps Department

5379/19

Payment Details - Citizen Copy - Generated on 10/07/2019, 01:41 PM

SRO Name: 1512 Malkajgiri

Receipt No: 5800

Receipt Date: 10/07/2019

Name: PREM KUMAR SANGHI

CS No/Doct No: 5457 / 2019

Transaction: Development Agreement Cum GPA

Challan No:

E-Challan No: 235WWB100719

Chargeable Value: 157365600

DD No:

DD Dt:

Challan Dt:

E-Challan Dt: 10-JUL-19

Bank Name:

Bank Branch:

E-Challan Bank Name: YESB

E-Challan Bank Branch:

Account Description	Amount Paid By			
	Cash	Challan	DD	E-Challan
Deficit Stamp Duty				999980
Total:				999980
In Words: RUPEES NINE LAKH NINETY NINE THOUSAND NINE HUNDRED EIGHTY ONLY				

Prepared By: VIGNESH


Signature by SR



Doc. No. 5379/2019.

भारतीय गैर न्यायिक



SCANNED

5458

తెలంగాణ నేలగనా TELANGANA

H 972601

BODA RAM KUMAR
LICENCED STAMP VENDOR
L.No. 16-06-013/2018
#1-6-108, Flat No. 406, Gharonda Veera Apts.,
Padmarao Nagar, SECUNDERABAD.
Cell: 9059293668

Sl.No. 24338 Date 09/07/2019
Sold to: P. Anjan
S/o W/o Dr. Udayan
For whom: Mehta & Modi Realty Broker LLP

JOINT DEVELOPMENT AGREEMENT CUM GENERAL POWER OF ATTORNEY

This Joint Development Agreement cum General Power of Attorney (hereinafter referred to as JDA) is made and executed on this 9th day of July, 2019 by and between:

1. Shri. Prem Kumar Sanghi, S/o. Late M.L. Sanghi, aged 49 years, Occupation: Business, R/o. 3-6-97/301, Ihsan Surabhi Arcade, Bashheerbagh, Hyderabad.
2. Prem Kumar Sanghi HUF, Rep. by its Karta Shri Prem Kumar Sanghi, 49 years, Occupation: Business, R/o. 3-6-97/301, Ihsan Surabhi Arcade, Bashheerbagh, Hyderabad.
3. Smt. Sushma Sanghi, W/o. Shri. Prem Kumar Sanghi, aged 48 years, Occupation: Business, R/o. 3-6-97/301, Ihsan Surabhi Arcade, Bashheerbagh, Hyderabad.
4. Shri Nilesh Agarwal, S/o. Shri K.N. Agarwal, aged about 49 years, Occupation: Business, R/o. Flat no. 32, Maheshwari Residency, Adarsh Nagar, Hyderabad.

Resanghi

For Prem Kumar Sanghi (HUF)

Resanghi

KARTA

Sushma Sanghi

For MEHTA & MODI REALTY BROKERS

Anand Modi
Authorised Signe

for NILESH AGARWAL

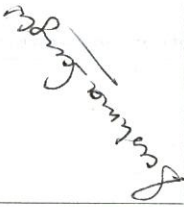
KARTA

Nilesh Agarwal

Presentation Endorsement:

Presented in the Office of the Sub Registrar, Malkajgiri along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 20000/- paid between the hours of 1 and 5 on the 10th day of JUL, 2019 by Sri Prem Kumar Sanghi

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

Sl No	Code	Thumb Impression	Photo	Address	Signature/Link Thumb Impression
1	CL		 MEHTA AND MODI RE [1512-1-2019-5457]	MEHTA AND MODI REALTY KOWKUR LLP REP BY ANAND S MEHTA S/O. SURESH U. METHA 5-4-187/3 AND 4.M. G. ROAD, SECUNDERABAD, SECUNDERA BAD, Telangana, 500003, SECUNDERABAD	
2	EX		 MUKTA AGARWAL::1 [1512-1-2019-5457]	MUKTA AGARWAL W/O. NILESH AGARWAL FLAT NO. 32, ADARSH NAGAR, HYDERABAD, HYDERABAD, Tel angana, 500029, HYDERABAD	
3	EX		 NILESH AGARWAL HI [1512-1-2019-5457]	NILESH AGARWAL HUF REP BY ITS KARTA NILESH AGARWAL S/O. K. N. AGARWAL FLAT NO. 32, ADARSH NAGAR, HYDERABAD, HYDERABAD, Tel angana, 500029, HYDERABAD	
4	EX		 NILESH AGARWAL::10 [1512-1-2019-5457]	NILESH AGARWAL S/O. K. N. AGARWAL FLAT NO. 32, ADARSH NAGAR, HYDERABAD, HYDERABAD, Tel angana, 500029, HYDERABAD	
5	EX		 SUSHMA SANGHI::1 [1512-1-2019-5457]	SUSHMA SANGHI W/O. PREM KUMAR SANGHI 3-6-97/301, .BASHEERBAGH, HYDERABAD, HYDER ABAD, Telangana, 500029, HYDERABAD	
6	EX		 PREM KUMAR SANGHI [1512-1-2019-5457]	PREM KUMAR SANGHI HUF REP ITS KARTA PREM KUMAR SANGHI S/O. LATE M. L. SANGHI 3-6-97/301, .BASHEERBAGH, HYDERABAD, HYDER ABAD, Telangana, 500029, HYDERABAD	
7	EX		 PREM KUMAR SANGHI::10 [1512-1-2019-5457]	PREM KUMAR SANGHI S/O. LATE M. L. SANGHI 3-6-97/301, .BASHEERBAGH, HYDERABAD, HYDER ABAD, Telangana, 500029, HYDERABAD	

BK - 1, CS No 5457/2019 & Doct No 5329/2019. Sheet 1 of 23 Sub Registrar Malkajgiri

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తెలంగాణ తేలంగానా TELANGANA

H 972602

BODA RAM KUMAR
LICENCED STAMP VENDOR

L.No. 16-06-013/2018

#1-6-108, Flat No. 406, Gharonda Veera Apts.,

Padmarao Nagar, SECUNDERABAD.

Cell: 9059293668

S.No. 24339

Sold to: Y. Agarwal

W/o Mr. D. D. Lingam

For whom: mehta & modi

5. Nilesch Agarwal HUF, Rep. by its Karta Shri Nilesch Agarwal, S/o. Shri K.N. Agarwal, aged about 49 years, Occupation: Business, R/o. Flat no. 32, Maheshwari Residency, Adarsh Nagar, Hyderabad.

6. Smt. Mukta Agarwal, W/o. Shri Nilesch Agarwal, aged about 44 years, Occupation: Business, R/o. Flat no. 32, Maheshwari Residency, Adarsh Nagar, Hyderabad.

Hereinafter jointly referred to as the Owners, and severally as Owner No. 1, Owner No. 2, Owner No. 3 and Owner No. 4, Owner no. 5 & Owner no. 6 respectively.

AND

M/s. Mehta & Modi Realty Kowkur LLP, a Limited Liability Partnership Firm having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003 and represented by its Partner Mr. Anand S Mehta, S/o. Mr. Suresh U Mehta, aged about 42 years, Occupation Business.

Hereinafter jointly referred to as the Developer.

The expressions Owners and Developer shall mean and include unless it is repugnant to the context, their respective heirs, legal representatives, administrators, executors, successor in interest, assignees, nominees and the like

and the like Kumar Sanghi (HUF)

Nilesch Agarwal

KARTHA

Nilesch Agarwal

KARTHA

Anand S Mehta

For MEHTA & MODI REALTY KOWKUR

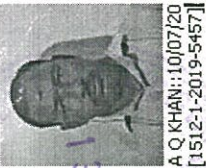
Anand S Mehta
Authorised Sign

For NILESCH AGARWAL

KARTHA

Nilesch Agarwal

Identified by Witness:

SI No	Thumb Impression	Photo	Name & Address	Signature
1		 K PRABHAKAR REDDY::: [1512-1-2019-5457]	K PRABHAKAR REDDY R/O AMBERPET, HYD.	
2		 A Q KHAN::10/07/20 [1512-1-2019-5457]	A Q KHAN R/O WEST MARREDPALLY, HYD.	

10th day of July, 2019

Signature of Sub Registrar
Malkajigiri

E-KYC Details as received from UIDAI:

SI No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXXXX1443 Name: Prem Kumar Sanghi	S/O Mukund Lal Sanghi, Himayathnagar, Hyderabad, Andhra Pradesh, 500029	
2	Aadhaar No: XXXXXXXXXX1118 Name: Nileshe Agarwal	S/O K N Agarwal, Hyderabad, Andhra Pradesh, 500063	
3	Aadhaar No: XXXXXXXXXX1375 Name: Sushma Sanghi	W/O Prem Kumar Sanghi, Himayathnagar, Hyderabad, Andhra Pradesh, 500029	
4	Aadhaar No: XXXXXXXXXX8393 Name: Mukta Agarwal	W/O Nileshe Agarwal, Hyderabad, Andhra Pradesh, 500063	
5	Aadhaar No: XXXXXXXXXX1118 Name: Nileshe Agarwal	S/O K N Agarwal, Hyderabad, Andhra Pradesh, 500063	
6	Aadhaar No: XXXXXXXXXX1443 Name: Prem Kumar Sanghi	S/O Mukund Lal Sanghi, Himayathnagar, Hyderabad, Andhra Pradesh, 500029	
7	Aadhaar No: XXXXXXXXXX6452 Name: Anand Suresh Mehta	S/O Suresh Mehta, Secunderabad, Hyderabad, Telangana, 500003	

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WHEREAS:

A. The Owners are the absolute owners of land admeasuring Ac. 2-00 gts., forming a part of Sy. No. 196, Kowkur Village, Malkajigiri Mandal, Medchal-Malkajigiri District (formerly R.R. District) (hereinafter the land is referred to as the Scheduled Land and more fully described in the schedule annexed hereunder), having purchased the same by way of registered sale deeds as per details given below:

Sl	Sale deed no.	Sale deed dated	Extent in Gts.,	Sy. Nos	Vendors	Purchasers
1	2446/13	16.04.2011	0-18.68	196	G. Pratap Reddy, Narsimha Reddy, Krishna Veni, Vijaya, Sitram Reddy, Maheshwari, Madhava Reddy, Vimala Rajeswari, Vinoda Parameswari, Ram Reddy, Mallikarjun Reddy	Prem Kumar Sanghi, Prem Kumar Sanghi
2	2447/13	16.04.2011	0-23.91	196		HUF, Sushma Sanghi, Nilesh Agarwal, Nilesh Agarwal HUF, Mukta Agarwal
3	2444/13	16.04.2011	0-17.73	196		
4	2445/13	16.04.2011	0-19.68	196		

B. Accordingly, the Owners each have become owner of 1/6th undivided share in the Scheduled Land.

C. Mohammed Habeebulla was the original Pattedar of the land admeasuring Ac. 9-38 gts., in Sy. No. 196 of Kowkur Village, Malkajigiri Mandal, Medchal-Malkajigiri District (formerly R.R. District). Gowmarapu Jangaiah was recorded as a protected tenant on the said land.

D. Gowmarapu Jangaiah became the owner of Ac. 4-38 gts., in Sy. No. 196 of Kowkur Village, by way of ownership certificate granted under Sections 35 and 37 of the Hyderabad Tenancy and Agricultural Lands Act 1950.

E. After the death of G. Jangaiah, the revenue authorities have mutated the names of G. Laxma Reddy (brother of G. Jangaiah) and G. Pratap Reddy, son of G. Jangaiah as owners of Ac. 2-19 gts., each by way of proceeding no. Kowkur/ROR/12/89 dated 09-09-1991.

F. After the death of G. Jangaiah his share of land devolved to all his legal heirs namely G. Pratap Reddy (son), G. Narsimha Reddy(son), G. Krishna Veni alias S. Kistamma (daughter), G. Vijaya alias Mandadi Vijaya (daughter). The revenue authorities had recorded G. Pratap Reddy as the sole owner of the entire extent of Ac. 2-19 gts., and patta passbook/title book as per the details given below were issued in his favour.

Patta No.	Passbook no	Title book no	Sy. No.	Extent
142	274568	212960	196	2-19

For Prem Kumar Sanghi (HUF)

Prem Kumar Sanghi

Prem Kumar Sanghi

KARTA

Prem Kumar Sanghi

Prem Kumar Sanghi

For NILESH AGARWAL
Nilesh Agarwal
HUF KART

Nilesh Agarwal

For MEHTA & MODI REALTY KOWKUR LLP

Pranav Mehta
Authorised Signatory

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 u/S 41 of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	
Stamp Duty	100	0	1573600	0	0	1573700
Transfer Duty	NA	0	0	0	0	0
Reg. Fee	NA	0	20000	0	0	20000
User Charges	NA	0	100	0	0	100
Total	100	0	1593700	0	0	1593800

Rs. 1573600/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 20000/- towards Registration Fees on the chargeable value of Rs. 157366000/- was paid by the party through E-Challan/BC/Pay Order No .521WLL100719,235WVB100719 dated, 10-JUL-19,10-JUL-19 of, YESB/,YESB/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 593720/-, DATE: 10-JUL-19, BANK NAME: YESB, BRANCH NAME: , BANK REFERENCE NO: 6065070393715,PAYMENT MODE:NB-1000200,ATRN:6065070393715,REMITTER NAME: ANAND S MEHTA,EXECUTANT NAME: MR. PREM KUMAR SANDHI AND OTHERS,CLAIMANT NAME: MEHTA AND MODI REALTY KOWKUR LLP) (2). AMOUNT PAID: Rs. 999980/-, DATE: 10-JUL-19, BANK NAME: YESB, BRANCH NAME: , BANK REFERENCE NO: 9745196128103,PAYMENT MODE:NB-1000200,ATRN:9745196128103,REMITTER NAME: ANAND S. MEHTA,EXECUTANT NAME: MR. PREM KUMAR SANGHI AND OTHERS,CLAIMANT NAME: MEHTA AND MODI REALTY KOWKUR LLP.

Date:

10th day of July,2019

Signature of Registering Officer

Malkajgiri

BK - 1, CS No 5457/2019 & Doct No

Sheet 3 of 23 Sub Registrar

Malkajgiri

10 జూలై 2019 నం./కా. 1941 న
5379...మొదటగా రిజిస్ట్రేషన్ చేయబడినది.
ప్రొ.సంగీ విమలకు నిర్మాణ సంస్థ 192-I
5379.../2019 గా యవ్వబడినది.
2019 నం. 5379...నెల.....10..వ తేది

[Signature]
నం-రిజిస్ట్రేషన్
జూలై 2019

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G. The issue of legal heirs of G. Jangaiah was resolved by way of a compromise in the partition suit in O.S. no. 1141 of 2006 on the file of the learned IV Additional Senior Civil Judge, Ranga Reddy District instituted by the other legal heirs, viz., G. Narsimha Reddy, G. Vimala Rajeswari, G. Venkat Ram Reddy, G. Vinoda Parmeswari G. Mallikarjun Reddy and G. Pratap Reddy. All the legal heirs of G. Janga Reddy have executed the sale deeds in favour of the Owners.

H. The Owners have expressed interest in developing their land by constructing residential apartments/ flats along with common amenities like clubhouse, roads, drains, water & electricity supply, landscaping, gates, children's park, compound wall, sports & recreational facilities, etc.

I. The Owners do not have adequate expertise and experience in taking up the housing project on their own and have been scouting for an entrepreneur who has the requisite resources and expertise.

J. The Developer is in the business as real estate developers and managers and the Owners have approached the Developer for purposes of taking up the development of the Scheduled Land.

K. The Developer has agreed to take on development the Scheduled Land as proposed by the Owners. The Developer intends to develop the entire Scheduled Land by constructing residential Flat(s) along with certain common amenities.

L. The Developer and the Owners have hereto reached into an agreement and understanding wherein:

- a. The Developer shall take the entire responsibility to develop the Scheduled Land at its own cost.
- b. The Developer shall obtain necessary permits for building construction and other permissions at its own cost.
- c. The entire Scheduled Land is proposed to be developed by constructing residential apartments in blocks of buildings as a housing project having certain common amenities and facilities such as clubhouse, roads, drains, water & electricity supply, landscaping, gates, children's park, compound wall, sports & recreational facilities, etc.
- d. The constructed area along with proportional parking space and proportionate undivided share in the Scheduled Land shall be shared amongst the Developer and the Owners in certain proportion as provided under this agreement. The respective share shall be identified in terms of the number of flats that are proposed to be constructed.
- e. In view of the above sharing of constructed area together with undivided share in the Scheduled Land the ownership rights of the Owners and the Developer in the Scheduled Land shall get restricted and limited to the extent of the undivided share of land attached to the flats which are agreed to be shared amongst themselves.
- f. The Owners and the Developer shall be entitled absolutely to sell their respective shares of identified flats without any let and hindrance from each other and to convey perfect title to the prospective purchasers of the flats. The Developer and the Owners shall execute all such documents that may be required to convey perfect title to prospective purchasers.

Resangh

Resangh

For Prem Kumar Saini (HUF)

For MEHITA MODI REALTY KOWKUR LLP

KARTA

For MEHITA MODI REALTY KOWKUR LLP
Authorized Signatory

For NILESH AGARWAL

KARTA

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g. The Owners shall execute a General Power of Attorney in favour of the Developer authorizing the Developer to execute relevant agreements and conveyance deeds, etc. for sale of flats falling to the share of the Developer.

M. The parties hereto have applied to the GHMC for obtaining necessary permits for building construction and other permissions at cost of the Developer. The permit for construction has been favorably recommended for approval by GHMC in file no. 1/C27/22157/2018. In accordance with the sanctioned plan in all 119 number of flats in one block aggregating to about 2,07,060 sq. ft along with parking in the basement floor and other amenities are proposed and agreed to be constructed. GHMC has issued letter no. 1/C27/22157/2018 dated 15.05.2019 asking the Developer/Owner to remit building permit fees and other charges amounting to about Rs. 1,54,07,925/-.

N. The parties hereto have identified and determined their respective ownership of the 119 flats, along with proportional parking space proposed to be constructed in a group housing scheme named and styled as 'Greenwood Heights' together with their respective proportionate undivided share in the Scheduled Land. The details of the share of respective ownership of the parties is contained in Annexure A attached herein. In all the Developer shall have ownership rights on 76 flats aggregating to about 1,32,500 sq. ft and of constructed area along with 5,618 sq. yds of undivided share of land proposed to be constructed on the Scheduled Land. Similarly, the Owners shall have ownership rights on 43 flats aggregating to about 74,560 sq. ft of constructed area along with 3,161 sq. yds of undivided share of land proposed to be constructed on the Scheduled Land.

O. The Owners have on this day, by way of this agreement, executed a General Power of Attorney in favour of the Developer to enable the Developer to sell their share of flats to prospective purchasers without any further reference to the Owners.

P. The parties hereto are desirous of recording the understanding reached amongst them with regard to the development of the entire Scheduled Land into writing.

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

1. In pursuance of the foregoing and in consideration of mutual obligations undertaken by the Owners and Developer under this Joint Development Agreement cum General Power of Attorney, the Developer hereby agrees to develop the housing project on the Scheduled Land and the Owners hereby irrevocably authorize, appoint, nominate and empower the Developer to undertake the development of the land belonging to the Owners along with the land belonging to the Developers totally admeasuring about Ac. 2-00 gts., forming a part of Kowkur Village, Malkajigiri Mandal, Medchal-Malkajigiri District (formerly R.R. District), being the Scheduled Land, subject to the terms and conditions hereinafter contained.

Resanah

For Prem Kumar Sanghi (HUF)
Resanah

KARTHA

Prem Kumar Sanghi

FOR NILESH AGARWAL
Nilesh
HUF
KARTHA

Nilesh

For MEHTA MODI REALTY KOWKUR LLP

Meeta Modi
Authorized Signatory.

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2. The Developer keeping in view the optimum utilization of land, saleability and other relevant factors intends to undertake residential housing project by constructing residential apartments / flats along with common amenities like clubhouse, roads, drains, water & electricity supply, landscaping, gates, children's park, compound wall, sports & recreational facilities, etc. on the Scheduled Land and the Owners agree and affirm that they have understood the scheme of development of the Scheduled Land formulated by the Developer and that they agree to the scheme so formulated by the Developer. The development activity proposed to be taken up in pursuance of this agreement is hereinafter referred to broadly as "Housing Project".

3. Under the housing project, the Developer will be constructing flats comprising of one or more buildings. The building(s) comprising of flat(s) shall herein after collectively referred to as an "Apartment Complex". Such flat(s) proposed to be constructed in the housing project is hereinafter referred to as "Residential Unit(s)".

4. Under the housing project certain amenities and facilities such as club house, roads, drains, water & electricity supply, landscaping, gates, children's park, compound wall, sports and recreational facilities etc., which are to be enjoyed and used collectively by the Owners of the residential units will be developed and constructed by the Developer. Such facilities are hereinafter collectively referred to as "Common Amenities". The details of such amenities to be developed are given in Annexure B.

5. Under the housing project, the Developer shall create and provide parking for cars in the basement of the apartment complex.

6. The Scheduled Land on which the housing project is taken up will be transferred and conveyed to eventual purchasers of residential unit(s) as un-divided and unidentifiable share in proportion to the constructed area of the flat.

7. The expression 'residential unit(s)' expressed above under the scheme of development of housing project shall mean and include unless it is repugnant to the context and meaning flat(s) together with undivided share in Scheduled Land and appurtenant parking or allotted parking in the basement floor.

8. The parties hereto have agreed that under the scheme of development the Developer shall take the entire responsibility of executing the housing project which inter-alia includes construction of the residential units, creation of common amenities at its cost, risk and expense.

9. It is specifically agreed between the Owners and the Developer that the design and development of the housing project including the internal layout of each residential unit, design of the apartment complex and the design and development of the common amenities shall be at the sole discretion of the Developer and that the Owners shall not interfere or raise any objections to the same. However, The Developer shall make major changes in design/layout only on mutual agreement with the Owners.

Rasangi

For ~~Rasangi~~ Rasangi (HUF)

Jyotsna Sarangi

For MEHTA & MODI REALTY KOWKUR LLP

Anand Mutha
Authorised Signatory

For NILESH AGARWAL

Nilesh Agarwal
HUF

Karta

KARTA

Mukherjee

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5379/2019. Sheet 6 of 23 Sub Registrar
Malikajgiri



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10. In consideration of the Developer agreeing to develop the entire Scheduled Land at its own cost, the Developer shall be entitled to 76 flats aggregating to about 1,32,500 sq ft of constructed area along with about 5,618 sq yds of undivided share of land proposed to be constructed on the Scheduled Land. The Owners shall be entitled to 43 flats aggregating to about 74,542 sq ft of constructed area along with about 3,161 sq yds of undivided share of land proposed to be constructed on the Scheduled Land. The details of sharing of respective flats is contained in Annexure A. The total undivided share of land apportioned to each flat after deducting area lost in road widening from the Scheduled Land is aggregating to about 8,779 sq yds.

11. The ownership rights of the Owners in the Scheduled Land shall be restricted to the extent of undivided share of 3,161 sq yds and that of the Developer shall be restricted to the extent of undivided share of 5,618 sq yds which are attached to the flats identified and agreed to be shared as given herein. There shall not be any exclusive claim, right, interest, title, etc., of the respective parties against each other over the Scheduled Land other than the proportionate undivided share belonging to the respective parties.

12. The entire terrace area in the proposed apartment complexes in the housing project and other areas not specifically mentioned herein (less the area provided for common services like the lift rooms, water tanks, generator exhausts and antennae etc.,) shall belong to the Owner and the Developer in the ratio of flats which are shared as given herein. Specifically, the ratio of ownership between the Developer and Owners shall be 64% and 36% respectively.

13. The expression Owner means and includes all the parties of the Owners and that they are collectively referred to as the Owners.

14. The parties of the Owners shall be collectively and together entitled to 43 flats aggregating to about 74,542 sq ft of constructed area along with 3,161 sq yds of undivided share of land proposed to be constructed on the Scheduled Land. The Owners among themselves have agreed to divide their share of flats/residential units amongst themselves in proportion to the land owned by each Owners. The details of share of each Owners is given in Annexure A. It is explicitly agreed between the Owners herein that each Owners shall become exclusively Owners of the share of flats/residential units allotted to them and that each Owners shall be entitled to sell their share of flats/residential units along with parking and undivided share of land to prospective customers or their nominees without reference to each other. The Owners shall execute all such documents that are required to transfer perfect title to nominees or prospective purchasers of the Owners share of flats.

15. That the apportionment amongst Owners of the residential units received by them from time to time from the Developer is purely an internal arrangement and none of them will raise any objection or claim against third parties/buyers/prospective purchasers/ Developer from non apportionment/non receipt of the residential units for whatever reason.

Risanku

Risanku Sanghi (HUF)

Sushma Sanghi

KARTA

Shubla

FOR NILESH AGARWAL

Nilesh Agarwal
HUF

Arjun

For MEHTA & MODI REALTY KOWKUR LLP

Anshu Mehta
Authorised Signatory

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16. The construction shall be of the first class quality as per the details and specifications given in the Annexure – B hereto. The quality of construction of the standard residential units to be delivered to the Owners and the standard residential units falling to the share of the Developer in terms of this agreement shall be uniform and similar and in accordance with the specifications set out in the Annexure –B.

17. The Owners and the Developer and/or their respective successors/nominees shall be entitled to enjoy their respective shares of flats and all the common amenities and to use the common amenities in the housing project to be constructed on the Scheduled Land, subject to the rights and restrictions and obligations conferred and placed on them as under and both parties agree to exercise the rights and privileges and abide by and adhere to the restrictions and obligations mentioned under:
- a. That all owners/tenants/users of flats shall not obstruct the construction activity of the Developer.
 - b. That all owners/tenants/users of flats shall not obstruct in repairs /maintenance activities carried out by the Developer or the Association formed for maintaining the project.
 - c. That all owners/tenants/users of flats shall keep and maintain the flat in a decent and civilized manner and shall do his part in maintaining the living standards of the housing project at a very high level.
 - d. That all owners/tenants/users of flats shall further endeavor and assist in good up-keep and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / purchasers in the housing project. To achieve this objective the owners/tenants/users of flats, inter-alia shall not
 - i. throw dirt, rubbish etc. in any open place, compound, road, etc. not meant for the same;
 - ii. use the flat for any illegal, immoral, commercial & business purposes;
 - iii. use the flat in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / purchasers in the housing project;
 - iv. store any explosives, combustible materials or any other materials prohibited under any law;
 - v. install grills or shutters in the balconies, main door, etc;
 - vi. change the external appearance of the flats;
 - vii. install cloths drying stands or other such devices on the external side of the flats;
 - viii. store extraordinary heavy material therein;
 - ix. to use the corridors or passages for storage of material;
 - x. place shoe racks, pots, plants or other such material in the corridors or passages of common use.
 - xi. Install sign boards on any part of the building.
 - xii. Cover balconies by grills, windows or by masonry wall.
 - e. That all owners/tenants/users of flats shall not claim and independent right on the common amenities, passages, clubhouse, terrace, open areas, driveways, etc.

18. Both the parties hereto agree and undertake to incorporate the same rights and privileges and restrictions and obligations mentioned above in their agreement/sale deeds in favour of the other purchasers of residential units so as to ensure that all the residential unit owners, whether falling within the Owners share of residential units or the Developer's share of residential units, are entitled to the same rights and privileges and are subject to the same restrictions and obligations.

Resanghi

For Prem Kumar Sanghi (HUF)
Resanghi

Prem Kumar Sanghi

KARTA

For NILESH AGARWAL
Resanghi

For MEHTA & MODI REALTY KOWKUR LLP

Mehta & Modi

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19. The Owners and/or their nominees shall become the absolute owners of the Owners' share of residential units after the same is constructed and delivered to the Owners and/ or their nominees who shall alone be entitled thereto and to all incomes, gains, capital appreciations and benefits of all kinds and descriptions accruing, arising and flowing from or in relation thereto. Likewise, the Developer and/or their nominees shall be the absolute owners of the Developer's share of residential units who shall alone be entitled thereto and to all incomes, gains, capital appreciations and benefits of all kinds and descriptions accruing, arising and flowing from or in relation thereto.

20. The Owners and the Developer shall be respectively entitled to retain, enjoy, sell, lease or otherwise dispose off their respective shares of residential units along with their respective undivided and/or divided share, right, title and interest in the Scheduled Land to such persons and at such prices as they may deem fit and shall be entitled to the proceeds from their respective shares and appropriate the same. Neither party shall have any right to claim over the residential units allotted to the other party under this agreement.

21. That the Developer shall construct the flat(s) as per specifications given in Annexure - 'B'.

a. The cost of any alteration/additions made to the flat(s) allotted to the Owners on the request of the Owners or their buyers shall be payable by the Owners and / or by such buyers to the Developer.

b. The Owners shall be liable to reimburse proportionate cost of electricity connection charges pertaining to their share of flats, to the Developer, however limited to: fees payable to department, liaisoning charges, cost of panel boards, cables, electric meter, transformers, LT/HT lines and installation cost of these items.

c. The Owners shall be liable to reimburse proportionate cost of municipal water connection charges pertaining to their share of flats, to the Developer, however limited to: fees payable to department, liaisoning charges, cost of pipes & fittings, road cutting charges, meter and installation cost of these items.

d. As a marketing strategy, from time to time, special offers will be made which may include providing of modular kitchen, furniture, soft furnishings, false ceiling, air-conditioners, etc., free of cost to prospective buyers. The cost of providing such furnitures and fixtures shall be borne by the Owners for their share of flat(s). However, prior approval of the Owners shall be taken before making such special offers to prospective buyers.

22. That it is agreed to name the housing project as "Greenwood Heights".

23. All taxes including capital gains, income and wealth tax that may arise on account of the benefits to the Owners under this Development Agreement shall be paid by the Owners. All such taxes shall be a charge on the Owner's share of residential units.

24. The Owners hereby confirm that their right, title and interest of the Scheduled Land are good, clear, marketable and the Scheduled Land is not subject to any encumbrance, lien, mortgages, charges, restrictive covenants, statutory dues, court attachments, acquisitions and/or requisition proceedings, or claims of any other nature whatsoever. If there are any tax dues or encumbrances of whatsoever nature, it shall be the responsibility of the Owners to clear it at their cost.

Resavali

For Prem Kumar Sanghi (HUF)

Resavali

KARTA

Puruma Sanghi

For NILESH AGARWAL

Nilesh Agarwal

Nilesh Agarwal

For MEHTA MODI REALTY KOWKUR LLP

Prachi Mehta

Authorised Signatory

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25. That the Developer shall be responsible to undertake, inter-alia, at its own cost to obtain necessary sanction from GHMC and other appropriate authorities for construction. For that purpose the Owners shall if required, execute a Special Power of Attorney in favour of the Developer. Further, the Owners shall do all such acts and deeds and execute necessary documents that may be required for this purpose.

26. That the Owner shall be responsible for payment of all such charges, levies, taxes, transfer fees, regularization fee, conversion fee, etc., of whatsoever nature that may be leviable or payable either on this date of understanding or on any future date to any Government, Quasi Government authorities and/or statutory bodies like Revenue Department, DTCP/Urban Development Authority/Local Municipality, ULC Department, etc., for the purposes of perfecting the title of the Scheduled Land.

27. The Developer shall bear the cost of conversion of land from agricultural use to residential use in the Revenue Department or other relevant departments under the (Non Agricultural Lands Assessment) NALA Act 2006.

28. It is clarified that built-up area of each flat shall mean the area of the flat covered by external walls on all four sides including wall thickness, balconies, ducts. The super built-up area of each flat shall be the built-up area plus the proportionate area of common passages, lifts, lobbies, fire ducts, electrical ducts, headroom, lift room, electrical room, clubhouse, etc. Typically 1,000 sft of super built-up area would include 769 sft of built-up area plus 221 sft of common areas. Super built-up area would exclude parking areas. The areas of flats/residential units mentioned herein are super built-up areas unless stated otherwise. The details of built-up areas and carpet areas of each flat is given in Annexure – A. The carpet area mentioned therein is as defined under the RERA Act, 2016, i.e., 'Carpet area means the net usable floor area of an apartment excluding the area covered by external walls, areas under service shafts, exclusive balcony or veranda area and exclusive open terrace area, but includes the area covered by internal partition walls of the apartment'.

29. It is clarified that car parking in the basement shall be of two types: a. Single car parking shall mean a parking slot for one car admeasuring about 105 sft (about 7' 6" x 14') b. Family car parking shall mean a parking slot of two cars parked one behind the other admeasuring about 210 sft (about 7' 6" x 28'). The allotment of car parking shall be in proportion to the allotment of flats to the Owners and the Developer (approximately in the ratio of 36:64 respectively). Atleast one car parking shall be provided for each flat.

30. In pursuance of the foregoing and in consideration of the mutual obligations undertaken by the Developer and the Owners under this JDA the Owners hereby constitute and appoint the Developer as their lawful attorney to represent and act on behalf of the Owners to do the following acts in the name of and on behalf of the Owners with respect to the Developer's share of flats along with proportionate undivided share in the Scheduled Land and with appurtenant parking as per details given in Annexure A herein:

a) To enter into sub contract for the sale of the said flats for any consideration which they deem reasonable in their absolute discretion and receive the earnest money and acknowledge the receipt of the same.

b) To sign / execute booking forms, agreement of sale, agreement of construction or such other agreements or deeds in favour of prospective purchasers.

Resanfu

For Prem Kumar Sanghi (HUF)
Resanfu

Prem Kumar Sanghi

KARTA

FOR NILESH AGARWAL

HUF *Nilesh Agarwal*

For Mehta Modi Realty Kowkurup

For MEHTA MODI REALTY KOWKURUP

Pranod Mehta

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- c) To sell the said flats to the prospective purchaser or his / her nominee or nominees and to collect sale consideration and other charges in its favour.
- d) To execute the sale deed or sale deeds in favour of the prospective purchasers or their nominees, receive the consideration money, to present the sale deed or deeds executed by them in favour of the prospective purchasers or their nominees before the concerned registering office, admit execution and receipt of consideration and procure the registered deeds.
- e) To execute, sign and file all the statements, petitions, applications and declarations etc., necessary for and incidental to the completion of registration of the said sale deed / deeds.
- f) To enter into tripartite agreement and deeds with housing finance companies and prospective purchasers.
- g) To execute all such documents, deeds and agreements with housing finance companies for the purposes of securing loans in favour of prospective purchasers.
- h) To appear and act in all courts, civil, criminal revenue whether original or appellate, in the Registration and other offices of the State and Central Government and of Local Bodies in relation to the said flats.
- i) To sign and verify plaints, written statements, petitions of claim and objections of all kinds and file them in such courts and offices and to appoint Advocates and other legal practitioners to file and receive back documents to deposit and withdraw money and grant receipt in relation to the said flats.
- j) To execute mortgage deed, pledge, hypothecate and execute such other documents / deeds / agreements that are required for purposes of raising finances from various institutions, banks, etc.
- k) To make an application to GHMC and other statutory authorities for obtaining occupancy certificate, release of mortgage and such other purposes in relation to the Housing Project.
- l) Generally to act as the Attorney or Agent of the Owners in relation to the said property in relation to the matter aforesaid and to execute and do all deeds, acts and things in relation to the said flats as fully and effectually in all respects as the Owners themselves would do if personally present.
- m) The Owners for themselves, their heirs, executors, successors, legal representatives, administrators and assignees hereby ratify and confirm and agree to ratify and confirm all the acts, deeds, and things lawfully done by the said Attorney, namely the Developer in pursuance of these presents.
- n) To develop such land and undertake such works related to real estate development such as construction of building/apartments, creation of common amenities, roads, street lights, drainage system, parks, etc.
- o) To execute and apply for electricity connections, water connections, drainage connections and to make such necessary payments in the name of the Owners.

31. The Owners have on this day executed a General Power of Attorney, as given above, in favour of the Developer to enable the Developer to sell their share of the residential units along with parking & undivided share of land to any intending purchaser, without any further reference to the Owners.

Resanghi

Resanghi

For Prem Kumar Sanghi (HUF)

KARTA

Prem Kumar Sanghi

For NILESH AGARWAL
Nilesh Agarwal
HUF

Nilesh Agarwal

For MEHTA & MODI REALTY KOWKUR LLP

Frank Mehta

Authorised Signatory

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32. That for the purposes of commencement of the development under this JDA, the Owners hereby agree to let the Developer enter the Scheduled Land, excavate and start the development work and to do and perform all necessary acts on obtaining sanction from GHMC and other concerned authorities for construction. The Owners shall deliver the constructive and actual position of the Scheduled Land progressively as and when the Developer delivers the constructed area to the Owners as provided herewith. The Owners in pursuance of this agreement shall handover constructive possession of the Scheduled Land in parts to the Developer for construction of the housing complex in phases.

33. The Developer and the Owners during the progress of construction work shall be entitled to offer their respective residential units falling to their share for sale in their own respective names at their sole discretion and the other party shall not have any objection over the same. The Owners and the Developer shall be entitled to take bookings and receive advances for their respective share of residential units during the time of construction or after the completion of the said residential units from their purchasers. The Developer and the Owners shall also be entitled to execute a sale deed or enter into agreement of sale / construction in favour of their purchasers for their respective share of residential units any time during the course of the project or after completion of the project without any further intimation or approval from each other.

34. On the basis of this agreement, the Developer will be entering into agreements with various parties for sale of residential units together with undivided share, right, title and interest in the Scheduled Land and mobilizing all their resources - men, material and finance. In view of the same it shall not be open to the Owners to terminate this agreement and also General Power of Attorney executed in pursuance of this agreement unilaterally under any circumstances whatsoever. The rights vested in the Developer by virtue of this agreement are irrevocable.

35. The Developer shall be entitled to erect boards, in the Scheduled Land advertising for sale and disposal of the residential units in the Scheduled Land and to publish in newspapers and other advertising media calling for application from prospective purchasers and market the same in any manner the Developer may deem fit and proper.

36. The Owners shall not be liable for any financial transactions entered into by the Developer in respect of the residential units falling to its share by way of collecting advance sale consideration etc., and likewise the Developer shall not be liable in respect of any financial transactions entered into by the Owner in respect of residential units falling to its share.

37. That it is agreed by the parties hereto that while the Scheduled Land is in the course of development and until the completion of the same, all the materials and machinery at the development side shall be solely at the risk of the Developer and the Developer shall alone be liable for all expenses, damages, losses, theft or destruction caused to any person or machinery or materials.



For Prem Kumar Sanghi (HUF)



KARTA





FOR NILESH AGARWAL

HUF



For MEHTA MODI REALTY KOWKUR LLP



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38. That all the common amenities, facilities and spaces like lifts, water tanks, drainage and sewerage connections, electrical transformers, water connections, clubhouse, roads, gates, children's park, compound wall, sports & recreational facilities, etc. shall be used and held by the parties hereto or their assignees, nominees and successors in interest for the benefit of all the occupants of the residential units without any exclusive right for any party.

39. The Developer and the Owners shall ensure by incorporating necessary clause in agreement of sale / sale deed and/or any other agreements entered into with the purchasers / buyers that the respective purchasers / buyers of residential units shall become a member of the association / society that has been formed / will be formed for the purposes of the maintenance of the housing project and shall abide by its rules framed from time to time. Further, such respective purchasers / buyers of residential units shall also from time to time sign and execute the application for registration, other papers and documents necessary for the formation and registration of the society / association. Further, such respective purchasers / buyers shall undertake to pay regularly the subscription and also his contribution of the expenses as the society / association members from time to time. Until the society / association is formed the purchasers / buyers shall pay to the Developer / Owner such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers, etc., as may be determined by the Developer / Owners.

40. That the Developer hereby undertakes and agree to construct the Flat(s) and deliver to Owners their share of Flat(s) within 30 months from the date of receipt of sanction / permission for construction from appropriate authorities. The Developer proposes to divide the Housing Complex into 2 blocks namely block A (flat nos. 1 to 5 & 14 to 17) and block B (flat nos. 6 to 13). The Developer proposes to complete the construction of block B within 18 months from receipt of permit for construction and other block in 12 months from scheduled date of completion of block B, subject to 6 months grace period. The Developer assures the Owners that there will not be a time over run of more than 6 months in handing over the agreed area except for reasons beyond its control (such as any natural calamities, abrupt change in Government Policies, unexpected shortage of materials, etc.). The Owners agree for such grace period of 6 months. In case of delay beyond the time stipulated, except for reasons beyond control (i.e., force majeure event), the Developer will pay the Owners a sum of Rs. 8/- per sft for every month of delay, for the area of each flat that has not been handed over to the Owners. In the unlikely event of the Developer not being able to complete construction of all the Flat(s) falling to the share of the Owners, after a period of 36 months from the date of building permit, then the parties herein agree that the Developer shall in lieu of Flat(s) to be given to the Owners provide fully constructed Flat(s), that have not been sold, of equivalent size, from its share to the Owners. However, such an exchange / swap shall be at the sole discretion of the Owners.

Resanghi

For Prem Kumar Sanghi (HUF)

Resanghi

Prem Kumar Sanghi

KARTA

Ankur

For Nilesh Agarwal

Nilesh

Agarwal

For MEHTA MODI REALTY KOWKURILP

Anand Modi

Authorised Signatory

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41. The Developer shall withhold the final finishing works like flooring, bathroom tiles, windows, grills, doors, CP, sanitary, electrical, final coat paint, etc., so as to enable the Owners or their nominees/prospective customers to customize the interior works within their flat. Further, it is agreed that the final finishing works like last coat of paint/polish, CP, sanitary, etc., shall be withheld to ensure that the completed flat is handed over to the Owners or their nominees/prospective customers in a brand new condition. However, balance works like flooring, bathroom tiles, windows, grills, doors, CP, sanitary, electrical, final coat paint, etc., shall be completed by the Developer for such flats upon the request of the Owners within 90 days of such a request. It is specifically agreed between the Owners and the Developer that for the purposes of determining the date of completion such final works which may not be completed shall not be considered.

42. That the Owners, from the date of receipt of possession of their agreed residential units shall be responsible for payment of all taxes, levies, rates, water & electricity charges etc., in respect of such area.

43. That the Developer shall raise and spend all monies required for men and material for the construction of the residential units and common amenities on the Scheduled Land.

44. That the Developer will provide the requisites amenities to all the residential units such as water, electricity, drainage connections, electric transformers, meters, etc.

45. That the stamp duty and registration charges along with GST and any other taxes, fees, charges, levies that are payable or shall become payable for the residential units allotted to the Owners are to be paid by them and/or by their eventual buyers.

46. That the parties hereto agree to do and perform all and such acts and deeds that are required to more fully effectuate the transactions entered into herein and to make secure the title of the other party and their respective successors in interest. The Developer and Owners agree to join together, if required, in execution of sale deeds in favour of the purchasers of residential units.

47. At the request of the Owners, flats that have been mortgaged to GHMC have not been allotted to the Owners i.e., all mortgaged flats have been allotted to the Developer. Accordingly, the Owners agree to make an application for occupancy certificate and release of mortgage at the request of the Developer, to the concerned authorities/GHMC, unconditionally and sign all such documents/plans required for the said purpose.

48. That the Owners shall provide/make available all necessary documents (originals) pertaining to the title to the Scheduled Land in order to enable the prospective purchasers to obtain loans from financial institutions, banks, etc.

Resanidhi

For NILESH AGARWAL
HUF

Resanidhi
For Prem Kumar Sanghi (HUF)

KARTA

Amrita

For MEHTA MODI REALTY KONGUR LLP

Amrita
Authorised Signatory

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49. The Owners have requested the Developer to deposit an amount of Rs. 100 Lakhs (Rupees One Hundred Lakhs only) as security deposit towards performance guarantee for fulfilling its obligations under this Memorandum of Understanding. The Developer has paid Rs. 100 Lakhs (Rupees One Hundred Lakhs only) as per details given below to the Owners. The Security deposit shall be refunded to the Developer only after completion of all Flat(s) and within 15 days of intimation by the Developer to the Owners for refund of the same. Further, the Security deposit shall become refundable upon cancellation of this understanding as given under. The Developer in order to ensure the refund of the Security deposit towards the performance guarantee shall handover possession of the last 5 Flat(s) agreed to be developed/ constructed falling to the share of the Owners only after refund of the said security deposit.

S No	Date	Amount	Cheque / Pay order No	Drawn on	In favour of
1.	25-06-2018	5,00,000	765072	Yes Bank	Prem Kumar Sanghi
2.	25-06-2018	5,00,000	541950	Yes Bank	Nilesh Agarwal
3.	07-08-2018	3,50,000	057745	Yes Bank	Prem Kumar Sanghi
4.	07-08-2018	3,50,000	057746	Yes Bank	Nilesh Agarwal
5.	07-08-2018	8,50,000	057747	Yes Bank	Prem Kumar Sanghi HUF
6.	07-08-2018	8,50,000	057748	Yes Bank	Nilesh Agarwal HUF
7.	07-08-2018	8,00,000	057749	Yes Bank	Sushma Sanghi
8.	07-08-2018	8,00,000	057750	Yes Bank	Mukta Agarwal
9.	21-06-2019	8,50,000	970447	Yes Bank	Prem Kumar Sanghi
10.	21-06-2019	8,50,000	970450	Yes Bank	Nilesh Agarwal
11.	21-06-2019	8,00,000	970448	Yes Bank	Prem Kumar Sanghi HUF
12.	21-06-2019	8,00,000	970447	Yes Bank	Nilesh Agarwal HUF
13.	21-06-2019	8,50,000	970452	Yes Bank	Sushma Sanghi
14.	21-06-2019	8,50,000	970451	Yes Bank	Mukta Agarwal

50. That at the option of Owners the Developer shall market/sell the Flat(s) falling to their share for a consideration equal to 2.5% of the gross sale consideration payable by the prospective purchaser to the Owners for sale of each Flat(s). Further, an additional sum of 0.5% of the gross sale consideration shall be paid by the Owners to the Developers in cases where the prospective purchaser avails a housing loan to finance their purchase. The Developer shall provide services like sales, promotions, collections, documentation, registration, etc., to such prospective purchasers and collect all amounts towards sale consideration by cheques / demand drafts / payorders in favour of the Owners. The Developer shall be responsible for payment of brokerage to brokers for such sales made by the Developer. The Developer shall sell Owners share of flats without any discrimination with its share of flats, both in priority of sale and rate of sale. However, the Owners shall be free to sell their flats through their marketing team /agents. The Developer shall permit the Owners to erect their hoarding/board at a convenient location which does not interfere with its construction. Further, the Developer shall allot office space at a convenient location to the Owners for their sales/marketing activity. The Owners shall be free to utilize flats falling to their share for the purposes of sales/ marketing of their share of flats.

For Prem Kumar Sanghi (HUF)

Prem Kumar Sanghi

Prem Kumar Sanghi

KARTHA

Prem Kumar Sanghi

For NILESH AGARWAL
Nilesh Agarwal
KARTHA
HUF

Nilesh Agarwal

For MEHAR MODI REALTY KOWKURUP

Mehar Modi
Authorised Signatory

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51. The Developer shall be entitled to obtain loans from banks and finance companies for the purpose of developing the Housing Project. Such loans may be used for financing cost of building permit, working capital, etc. the Developer shall be entitled to offer only its share of flat(s) to such financiers as security. The Owners shall not object to the same and shall provide NOC to such financiers for the said purpose as and when requested for by the Developer. However, the Developer or its bankers/finance companies shall not be entitled to create any charge or encumbrance of whatsoever nature on the Owners share of flats.

52. The Developer shall be entitled to develop other such housing projects or lands abetting or near the Scheduled Land and the Owners shall not raise any objections to such a development.

53. That the Owners hereby agree and bind themselves to indemnify and keep indemnified the Developer at all times in respect of all loss, expenses and cost to which the Developer may be put on account of all or any of the recitals contained herein to be incorrect with respect to the title, interest, ownership etc., of the Scheduled Land or on account of any hindrance caused to the Developer in peaceful enjoyment of the Scheduled Land either by the Owners or by anyone else claiming through them.

54. That the parties hereto shall always indemnify and keep indemnified the other for any loss, damage or expenditure caused on account of any violation or breach of the terms hereof, if any.

55. That it is specifically agreed in interest of scheme of development of the housing project and to protect the interest of prospective purchasers and occupants of the residential units, the parties hereto shall cooperate with each other in all respects for the due completion of the housing project. Further, it is agreed that the parties hereto shall not be entitled to stop or seek stoppage of the construction under any circumstances from any court or other authority on any ground and they must restrict all their claims arising out of this Joint Development Agreement cum General Power of Attorney to be settled in monetary terms.

56. All the disputes or differences between the Owners and the Developer arising out of, or in connection with, this agreement shall be decided through arbitration of two arbitrators; one to be appointed by the Owners and the other to be appointed by the Developer and the two arbitrators appointing the third arbitrator. The venue of the arbitration proceedings shall be Hyderabad and the provisions of Arbitration and Conciliation Act, 1996, shall be applicable to such proceedings. Law courts in Hyderabad shall alone have exclusive jurisdiction over all matters arising out of, or in connection with this agreement to the exclusion of all other law courts.

57. This agreement is executed in one original for Developer and one copy for Owners.

58. The cost of registration and execution of this Agreement shall be borne by the Developer in full.

For Prem Kumar Sanghi (HUF)



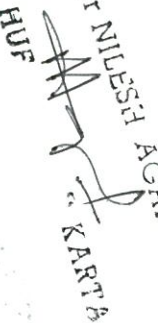


KARTA





FOR NILESH AGARWAL



FOR MEHTA MODI REALTY KOWKUR LLP



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SCHEDULE OF THE LAND

All that portion of the land area to the extent of Ac. 2-00 gts., forming a part of Sy. No. 196, Kowkur Village, Malkajigiri Mandal, Medchal-Malkajigiri District (formerly R.R. District), under S.R.O. Vallab Nagar and bounded by:

North	Neighbours land in Sy. No. 196
South	Approved layout and common passage
East	Neighbours land in Sy. No. 196
West	Neighbours land in Sy. No. 196

In Witness whereof the Owners and Developer have affixed their signatures on this development agreement on the day, the month and year first above mentioned in presence of the following witnesses at Hyderabad

For Prem Kumar Sanghi (HUF)


Owner No. 1: Prem Kumar Sanghi

Owner No. 2: Prem Kumar Sanghi HUF
KARTA


Owner No. 3: Smt. Sushma Sanghi
For NILESH AGARWAL

Owner No. 4: Nilesh Agarwal


Owner No. 5: Nilesh Agarwal HUF
KARTA

Owner No. 6: Mukta Agarwal

M/s. Mehta & Modi Realty Kowkur LLP
For MEHTA & MODI REALTY KOWKUR LLP


Authorised Signatory

Anand S Mehta
Partner

WITNESSES

- 
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Annexure A - Details of allotment of flats between Developer and Owners.

Block No.	Flat No.	Carpet Area in sq ft	Built-up Area in sq ft	Super Built-up Area in sq ft	Flat allotted to:	Undivided share of land in sq. yds.
A	101	1,254	1,322	1,715	Developer	72.72
A	102	1,254	1,322	1,715	Developer	72.72
A	103	1,254	1,322	1,715	Developer	72.72
A	104	1,247	1,321	1,715	Developer	72.72
A	105	1,247	1,321	1,715	Developer	72.72
B	106	1,247	1,321	1,715	Developer	72.72
B	107	1,247	1,321	1,715	Developer	72.72
B	108	1,247	1,321	1,715	Developer	72.72
B	109	1,247	1,321	1,715	Developer	72.72
B	110	1,247	1,321	1,715	Developer	72.72
B	111	1,247	1,321	1,715	Developer	72.72
B	112	1,247	1,321	1,715	Developer	72.72
B	113	879	939	1,220	Developer	51.73
A	114	1,421	1,498	1,945	Developer	82.47
A	115	1,421	1,498	1,945	Developer	82.47
A	116	1,421	1,498	1,945	Developer	82.47
A	117	1,421	1,498	1,945	Developer	82.47
A	201	1,254	1,322	1,715	Developer	72.72
A	202	1,254	1,322	1,715	Owner 1	72.72
A	203	1,254	1,322	1,715	Developer	72.72
A	204	1,247	1,321	1,715	Developer	72.72
A	205	1,247	1,321	1,715	Owner 2	72.72
B	206	1,247	1,321	1,715	Developer	72.72
B	207	1,247	1,321	1,715	Developer	72.72
B	208	1,247	1,321	1,715	Owner 3	72.72
B	209	1,247	1,321	1,715	Developer	72.72
B	210	1,247	1,321	1,715	Developer	72.72
B	211	1,247	1,321	1,715	Owner 4	72.72
B	212	1,247	1,321	1,715	Developer	72.72
B	213	879	939	1,220	Developer	51.73
A	214	1,421	1,498	1,945	Owner 5	82.47
A	215	1,421	1,498	1,945	Developer	82.47
A	216	1,421	1,498	1,945	Developer	82.47
A	217	1,421	1,498	1,945	Owner 6	82.47
A	301	1,254	1,322	1,715	Developer	72.72
A	302	1,254	1,322	1,715	Developer	72.72
A	303	1,254	1,322	1,715	Owner 1	72.72
A	304	1,247	1,321	1,715	Developer	72.72
A	305	1,247	1,321	1,715	Developer	72.72
B	306	1,247	1,321	1,715	Owner 2	72.72
B	307	1,247	1,321	1,715	Developer	72.72
B	308	1,247	1,321	1,715	Developer	72.72
B	309	1,247	1,321	1,715	Owner 3	72.72
B	310	1,247	1,321	1,715	Developer	72.72
B	311	1,247	1,321	1,715	Owner 4	72.72
B	312	1,247	1,321	1,715	Owner 5	72.72
B	313	879	939	1,220	Developer	51.73
A	314	1,421	1,498	1,945	Developer	82.47
A	315	1,421	1,498	1,945	Owner 6	82.47
A	316	1,421	1,498	1,945	Developer	82.47
A	317	1,421	1,498	1,945	Developer	82.47
A	401	1,254	1,322	1,715	Owner 1	72.72
A	402	1,254	1,322	1,715	Developer	72.72
A	403	1,254	1,322	1,715	Developer	72.72
A	404	1,247	1,321	1,715	Owner 2	72.72
A	405	1,247	1,321	1,715	Developer	72.72

For Prem Kumar Sanghi (HUF)

Page 1 of 3

Prem Kumar Sanghi

For MEHRA MODI REALTY KOWKUR LLP

Resanghi KARWAL
OF MEHRA MODI REALTY KOWKUR LLP

KARTA

KARTA

MEHRA

MEHRA MODI REALTY KOWKUR LLP
Prem Kumar Sanghi

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Annexure A - Details of allotment of flats between Developer and Owners.

Block No.	Flat No.	Carpet Area in sq ft	Built-up Area in sq ft	Super Built-up Area in sq ft	Flat allotted to:	Undivided share of land in sq. yds.
B	406	1,247	1,321	1,715	Developer	72.72
B	407	1,247	1,321	1,715	Owner 3	72.72
B	408	1,247	1,321	1,715	Developer	72.72
B	409	1,247	1,321	1,715	Developer	72.72
B	410	1,247	1,321	1,715	Owner 4	72.72
B	411	1,247	1,321	1,715	Developer	72.72
B	412	1,247	1,321	1,715	Developer	72.72
B	413	879	939	1,220	Owner 5	51.73
A	414	1,421	1,498	1,945	Developer	82.47
A	415	1,421	1,498	1,945	Developer	82.47
A	416	1,421	1,498	1,945	Owner 6	82.47
A	417	1,421	1,498	1,945	Developer	82.47
A	501	1,254	1,322	1,715	Owner 1	72.72
A	502	1,254	1,322	1,715	Owner 1	72.72
A	503	1,254	1,322	1,715	Developer	72.72
A	504	1,247	1,321	1,715	Owner 2	72.72
A	505	1,247	1,321	1,715	Owner 3	72.72
B	506	1,247	1,321	1,715	Developer	72.72
B	507	1,247	1,321	1,715	Owner 3	72.72
B	508	1,247	1,321	1,715	Owner 4	72.72
B	509	1,247	1,321	1,715	Developer	72.72
B	510	1,247	1,321	1,715	Owner 4	72.72
B	511	1,247	1,321	1,715	Owner 5	72.72
B	512	1,247	1,321	1,715	Developer	72.72
B	513	879	939	1,220	Developer	51.73
A	514	1,421	1,498	1,945	Owner 6	82.47
A	515	1,421	1,498	1,945	Developer	82.47
A	516	1,421	1,498	1,945	Developer	82.47
A	517	1,421	1,498	1,945	Owner 1	82.47
A	601	1,254	1,322	1,715	Developer	72.72
A	602	1,254	1,322	1,715	Developer	72.72
A	603	1,254	1,322	1,715	Owner 2	72.72
A	604	1,247	1,321	1,715	Owner 2	72.72
A	605	1,247	1,321	1,715	Developer	72.72
B	606	1,247	1,321	1,715	Owner 3	72.72
B	607	1,247	1,321	1,715	Developer	72.72
B	608	1,247	1,321	1,715	Developer	72.72
B	609	1,247	1,321	1,715	Owner 5	72.72
B	610	1,247	1,321	1,715	Developer	72.72
B	611	1,247	1,321	1,715	Developer	72.72
B	612	1,247	1,321	1,715	Owner 6	72.72
B	613	879	939	1,220	Owner 5	51.73
A	614	1,421	1,498	1,945	Owner 4	82.47
A	615	1,421	1,498	1,945	Owner 1	82.47
A	616	1,421	1,498	1,945	Owner 6	82.47
A	617	1,421	1,498	1,945	Developer	82.47
A	701	1,254	1,322	1,715	Owner 2	72.72
A	702	1,254	1,322	1,715	Developer	72.72
A	703	1,254	1,322	1,715	Developer	72.72
A	704	1,247	1,321	1,715	Owner 3	72.72
A	705	1,247	1,321	1,715	Developer	72.72
B	706	1,247	1,321	1,715	Developer	72.72
B	707	1,247	1,321	1,715	Owner 4	72.72
B	708	1,247	1,321	1,715	Developer	72.72
B	709	1,247	1,321	1,715	Developer	72.72
B	710	1,247	1,321	1,715	Owner 5	72.72

For Premises Sandesh (32 HUF)

Resanjan V. V. KARTHA

Page 2 of 3 KARTHA

Sushma Sanghi

For THE ANAND REALTY KOWKUR LLP

MA S. KARTHA

Amulio

Handwritten signature

Authorised by

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5379/2019. Sheet 19 of 23 Sub Registrar
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Annexure A - Details of allotment of flats between Developer and Owners.

Block No.	Flat No.	Carpet Area in sft	Built-up Area in sft	Super Built-up Area in sft	Flat allotted to:	Undivided share of land in sq. yds.
B	711	1,247	1,321	1,715	Developer	72.72
B	712	1,247	1,321	1,715	Developer	72.72
B	713	879	939	1,220	Owner 6	51.73
A	714	1,421	1,498	1,945	Developer	82.47
A	715	1,421	1,498	1,945	Developer	82.47
Owner 1 (41.50% share) and Owner 5 (58.50% share)						
A	716	1,421	1,498	1,945	Developer	82.47
A	717	1,421	1,498	1,945	Developer	82.47
Total		1,50,836	1,59,502	2,07,060	-	8,779
Summary - Allotment of Flats between Owners and Developer						
Allotted to		Number of flats	Super builtup area in sft.	Undivided share of land in sq yds.		
Developer		76,000	1,32,500	5,618		
Owner 1		7,415	13,272	563		
Owner 2		7,000	12,005	509		
Owner 3		7,000	12,005	509		
Owner 4		7,000	12,235	519		
Owner 5		7,585	12,383	525		
Owner 6		7,000	12,660	537		
Total		119	2,07,060	8,779		

For Prem Kumar Sanghi (HUF)

Resanghi

Resanghi

KARTA

Prem Kumar Sanghi

for NILESH AGARWAL

N. Agartia

N. Agartia

N. Agartia

For M/s. KOWKUR LLP

Prem Kumar Sanghi

Authorised Signatory

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ANNEXURE B

Specification of construction of Flat(s):

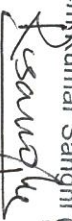
Structure:	RCC
Walls:	4"/6" solid cement blocks
External painting:	Exterior emulsion
Internal painting:	Smooth finish with OBD/ Emulsion.
Flooring:	24" vitrified tiles
Door frames:	Wood (non-teak)
Main door:	Polished panel door
Other doors:	Painted panel doors
Electrical:	Copper wiring with modular switches
Windows:	Powder coated aluminum/UPVC sliding windows with grills
Bathrooms:	Branded ceramic tiles – 7 ft height
Plumbing:	CPVC & PVC pipes
Sanitary:	Branded sanitaryware
CP fittings:	Branded quarter turn ceramic disc type.
Kitchen platform:	Granite slab with 2 ft dado and SS sink

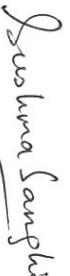
Specifications for amenities:

Club House with banquet hall, Gym, Recreation room.
Swimming Pool
Children's Play Ground
Landscaped Gardens
CC roads and lighting
Sports Facilities
Backup Generator for Common Area Lighting and 1KVA back-up for each Flat(s).

Owner No. 1:  Prem Kumar Sanghi

For Prem Kumar Sanghi (HUF)

Owner No. 2:  Prem Kumar Sanghi HUF
KARTIKA

Owner No. 3:  Nilesa Sanghi
FOR NILESH HUF

Owner No. 4:  Nilesa Agarwal

Owner No. 5:  Nilesa Agawal HUF
KARTIKA

Owner No. 6:  Mukta Agarwal

M/s. Mehta & Modi Realty Koyamkulam
FOR MEHTA & MODI REALTY Koyamkulam LLP

Anand S Mehta
Partner
Authorised Signatory

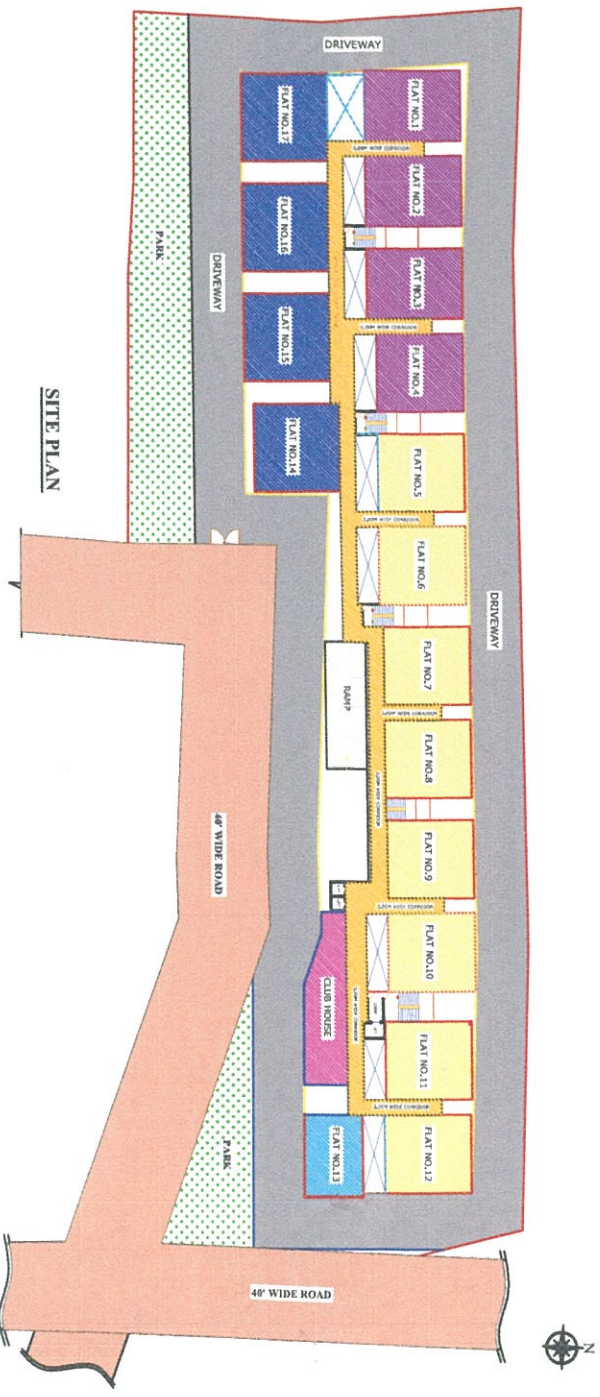
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ANNEXURE - C

Schematic site plan of the proposed construction



SITE PLAN

For Prem Kumar Sanghi (HUF)
Kisanghi

Owner No. 2: Prem Kumar Sanghi HUF
KARTA

Owner No. 4: Nilesch Agarwal

Mukta
Owner No. 6: Mukta Agarwal

For Prem Kumar Sanghi
Kisanghi

Owner No. 1: Prem Kumar Sanghi
KARTA

Owner No. 3: Nilesch Agarwal HUF

M/s. Mehta & Modi Realty Kowkur LLP
FOR MEHTA & MODI REALTY KOWKUR LLP

Anand S Mehta
Partner

Anand Mehta
Authorised Signatory

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Malakajiri



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ప్రేమ్ కుమార్ సాంగ్లి
Prem Kumar Sanghi

పుట్టిన సంవత్సరం/Year of Birth: 1969
పురుషుడు / Male

P. Sanghi

ఆధార్ - సామాన్యుని హక్కు
ఆధార్ సంఖ్య: 21443



భారత ప్రభుత్వం
GOVERNMENT OF INDIA

సుశ్మితా సాంగ్లి
Sushma Sanghi

పుట్టిన సంవత్సరం/Year of Birth: 1970
స్త్రీ / Female

Sushma Sanghi

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ఆధార్ సంఖ్య: 214375



భారత ప్రభుత్వం
GOVERNMENT OF INDIA

నిలేష్ అగర్వాల్
Nilesh Agarwal

పుట్టిన సంవత్సరం/Year of Birth: 1970
పురుషుడు / Male

N. Agarwal

ఆధార్ - సామాన్యుని హక్కు
ఆధార్ సంఖ్య: 21118



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GOVERNMENT OF INDIA

మిక్కిలా అగర్వాల్
Mikka Agarwal

పుట్టిన సంవత్సరం/Year of Birth: 1975
స్త్రీ / Female

M. Agarwal

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అనంద్ సురేశ్ మేహ్తా
Anand Suresh Mehtha

పుట్టిన తేదీ / DOB: 13/08/1977
పురుషుడు / Male

Anand Mehtha

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SECUNDERABAD,
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Secunderabad, Telangana, 500003

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TELANGANA STATE

54791995

PRABHAKAR REDDY K
K PADMA REDDY
2-3-64/10/24
JAISWAL GARDEN
AMBERPET
AMBERPET
HYDERABAD - 500013






Signature

Licencing Authority
RTA-HYDERABAD-EZ

Issued On: 18/12/2014

2019 & Doc No
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GOVERNMENT OF INDIA

A Q Khan

సంతకము / Signature

పుట్టిన సంవత్సరం / Year of Birth : 1975

పురుషుడు / Male

7613

- పాపూనుని హక్కు

Non Transport		Light Motor Vehicle Non Transport, Motor Cycle With Gear
Date of Validity	Transport	14/01/2024
Date of Validity	Badge No.	DLRTS011176314
Reference No.	Original LA.	RTA-HYDERABAD-EZ
Date of First Issue	Date of Birth	04/01/1995
Blood Group		15/01/1974

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