

త్రంగాణ్డ్రాగ్లేతాగాగా TELANGANA SI.No. 115 6 Dt: 27-06-2019

Sold to: RAMESH

S/o. Late NARASING RAO

For Whom: M/s. AEDIS DEVELOPERS LLP

K 934111

K.SATISH KUMAR
LICENSED STAMP VENDOR
LIC No.16-05-059/2012,
R.No.16-05-025/2018
Plot No.227, Opp.Back Gate
of City Civil Court,
West Marredpally, Sec'bad.
Mobile: 9849355156

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 the 1st day of July, 2019 by and between:

- Mr. Vishal Goel , S/o. Mr. Sundar Lal Goel , aged 42 years , Occupation : Service, R/o. 15-31, LHG, 1B – 1800, Lodha Bellezza, KPHB 4th Phase, Kukatpally, Hyderabad – 500 072. (Pan no. AEEPG6026Q).
- 2. Mrs. Shivani Goel, W/o. Mr. Vishal Goel, aged 41 years, Occupation: Business, R/o. 15-31, LHG, 1B 1800, Lodha Bellezza, KPHB 4th Phase, Kukatpally, Hyderabad 500 072.(Pan No. ADKPM7094D). Hereinafter jointly referred to as the Owners and severally as Owner No.1 & Owner no.2 respectively.

In Favour Of

M/s. AEDIS Developers LLP, an LLP, 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. Dhanraj Krishna, S/o Late Mr. P. Krishnaraj, aged about 45 years, occupation Business. R/o. H. No. C-304, Golf Links Apartments, Yapral, Opp: Mani Enclave, Yapral, Jawahar Nagar, Medchal Malkazgiri District, Telangana – 500 087 (Pan no. AMBPP3416A)

Livam

Hereinafter referred to as the Developer.

Partner

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Presentation Endorsement:

Presented in the Office of the Sub Registrar, Medchal (R.O) along with the Photographs & Thumb Impression as R (STA required Under Section 32-A of Registration Act, 1908 and fee of Rs. 20000/- paid between the hours at and ______ on the 01st day of JUL, 2019 by Sri Vishal Goel

Exect SI No	ution ad Code	Imitted by (Details of Thumb Impression	all Executants/Claim Photo	ants under Sec 32A): Address	Signature/Ink Thumb Impression
1	CL		M/S AEDIS DEVELPEF [1504-1-2019-9943]	M/S AEDIS DEVELPERS LLP REP BY PARTNER MR. DHANRAJ KRISHNA S/O. LATE P. KRISHNARAJ C-304,YAPRAL,ALWAL,MEDCHAL MALKAJGIRI,Telangana,500087, JAWAHAR NAGAR	Tan 2
2	EX		SHIVANI GOEL::01/0 [1504-1-2019-9943]	SHIVANI GOEL W/O. VISHAL GOEL 15-31,LODHA BELLEZZA,HYDERABAD,HYDERABAD, Telangana,500072, KUKATPALLY	Mirani
3	EX		VISHAL GOEL::01/07 [1504-1-2019-9943]	VISHAL GOEL S/O. SUNDAR LAL GOEL 15-31,LODHA BELLEZZA,HYDERABAD,HYDERABAD, Telangana,500072, KUKATPALLY	عنمند

Identified by Witness:

Sub Registrar Medchal (R.O)

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	Name & Address	Signature
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[1504-1-2019-9943]		Ka \$1-0

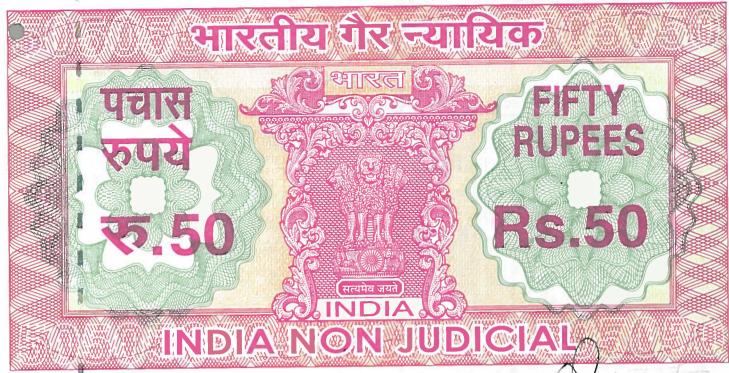
01st day of July,2019

ignature of Sub Registrar Medchal (R,O)

		E-KYC Details as received from UIDAI:	onal (ICO)
SI No	Aadhaar Detalls	Address:	Photo
1	Aadhaar No: XXXXXXXX9133 Name: Vishal Goel	S/O Sunder Lal Goel, Kukatpally, Hyderabad, Telangana, 500072	
2	Aadhaar No: XXXXXXXX8634 Name: Shivani Goel	W/O Vishal Goel, Kukatpally, Hyderabad, Telangana, 500072	







ම්පරාූත तेलंगाना TELANGANA Sl.No. 1655 Dt: 01-07-2019

Sold to: RAMESH

S/o. Late NARASING RAO

For Whom: AEDIS DEVELOPERS LLP

K 934186

K.SATISH KUMAR LICENSED STAMP VENDOR LIC No.16-05-059/2012, R.No.16-05-025/2018 Plot No.227, Opp.Back Gate of City Civil Court, West Marredpally, Sec'bad. Mobile: 9849355156

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.

WHEREAS:

The Vendors herein became owners of 1,122 sq yds being plot nos. 22 part (100 sq yds), 23 (200 sq yds), 24 (261 sq yds), 35 (261 sq yds), 36 (200 sq yds) & 37 part (100 sq yds) having purchase the same from Mamidi Rajashekar Reddy and Mamidi Jagan Mohan Reddy by way of sale deed bearing document no. 3049/2011 registered at the SRO Medchal. The said land is herein after referred to as the Scheduled Land and detailed in the schedule given hereunder.

B. Mamidi Rajashekar Reddy and Mamidi Jagan Mohan Reddy had purchased Ac. 6-19 gts., forming a part of Sy. no. 1, 16, 17, 19 of Muraharipally Village, Yadaram Grampanchyat, Shamirpet Mandal, Medchal-Malkajrigiri District (erstwhile Medchal Mandal, Ranga Reddy District) by way of sale deed bearing document no. 6155/2004 registered at the SRO Medchal from its predecessors Thilakam Gopal & Tilakam Devaki (represented by their AOS cum GPA holder M/s. Narasimha Developers). Mamidi Rajashekar Reddy and Mamidi Jagan Mohan Reddy developed the said land into a layout of open plots by obtaining approval from the grampanchayat vide proceeding no. GPY/25/04 dated 21.06.2004. Copy of the layout is attached to document no. 3049/2011.

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			KYC Details as received from Uli	DAI:	
SI No	Aadhaar Do	etails	Address:		Photo
3	Name: Parv	o: XXXXXXX9759 athala Dhanraj Krishna	S/O Parvathala Krishna Raj, Jawaharnagar, K.v. Rangareddy, 500087	Ly STRANGE	4
Endo	rsement: Si re	amp Duty, Tranfer Duty, spect of this instrument.	Registration Fee and User Charges	are collected as below	2019
Des	crintion		L. A. P.	& Int	0//

Description	In the Form of								
of Fee/Duty	Stamp Papers	Challan u/S 41of IS Act	E-Challan	Cash	Starop Buty u/S 16 of IS act	0.4	Total		
Stamp Duty	100	0	182300	0	0	POERAS	182400		
Transfer Duty	NA	0	0	0	ō	0	0		
Reg. Fee	NA	0	20000	0	0	0	20000		
User Charges	NA	0	100	0	0	0	100		
Total	100	0	202400	0	0	0	202500		

Rs. 182300/- 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. 18240000/- was paid by the party through E-Challan/BC/Pay Order No ,717RCH290619 dated ,29-JUN-19 of ,YESB/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 202400/-, DATE: 29-JUN-19, BANK NAME: YESB, BRANCH NAME: , BANK REFERENCE NO: 1010210006209, PAYMENT MODE:NB-1000200, ATRN:1010210006209, REMITTER NAME: MR. DHANRAJ KRISHNA, EXECUTANT NAME: VISHAL GOEL AND SHIVANI GOEL, CLAIMANT NAME: AEDIS DEVELPERS LLP REP DHANRAJ KRISHNA).

Date

01st day of July,2019

Signature of Registering Officer
Medichal (R.0)

Certificate of Registration

Registered as document no. 9705 of 2019 of Book-1 and assigned the identification number 1 - 1504 - 9705 - 2019 for Scanning on 01-JUL-19.

Registering Officer

Medchal (R.O)







- C. M/s. Narasimha Developers purchased Ac. 6-19 gts., from T. Gopal & T. Devaki by way of Agreement of Sale cum General Power of Attorney bearing document no. 14650/2003 registered at SRO Medchal.
- D. T. Gopal and T. Devaki had in turn purchased Ac. 6-19 gts., from P. Vikram Dayananda Reddy, P. Vivekananda Reddy & P. Vijaypal Reddy, all sons of Papi Reddy by way of three sale deeds bearing nos. 4421/1982, 4341/1982 & 4343/1982 all registered at the District Registrar of Ranga Reddy.
- E. Patta Passbooks and title books were issued by the revenue authorities to T. Gopal and T. Devaki and their names have been appropriately mentioned in the pahanis.

S	Patta	Pass	Title Book	In favour	Sy. No.1	Sy. No.	Sy. No.	100000
No	No.	book no.	no.	of		16	17	19/1
1	3	45441	179903	T. Gopal	ì	0-20	_	2-12
2	9	45445	179907	T. Devaki	1-31	-	1-36	-

- F. Accordingly, Owner no.1 & Owner no. 2 have become equal owners of the Scheduled Land.
- G. The Owners have expressed interest in developing their land by constructing residential apartments/ flats along with common amenities and facilities.
- H. 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.
- I. 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.
- J. 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.
- K. 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 into one block of residential apartments as a housing project having certain common amenities and facilities such as roads, drains, water & electricity supply, gates, compound wall, etc.

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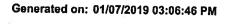
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d. The constructed area along with proportional parking space and proportionate undivided share in the Scheduled Land shall be shared amongst the Developer and the Owners in certain proportion as provided under this agreement. The respective share 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.

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.

- L. The parties hereto have applied to the HMDA for obtaining necessary permits for building construction and other permissions at cost of the Developer. HMDA has issued a demand letter for payment of fees and charges on 31.05.2019 in file no. 020\1601/MED/R1/U6/HMDA/15032019. The fees and charges are paid on 12.06.2019 and the building permit is expected shortly. In accordance with the sanctioned plan in all 30 number of flats aggregating to about 24,000 sft along with parking in the Stilt floor and other amenities are proposed and agreed to be constructed.
- M. The parties hereto have identified and determined their respective ownership of the 30 flats, along with proportional parking space proposed to be constructed in a group housing scheme named and styled as Morning Glory Apartments in Genome Valley 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 21 flats aggregating to about 16,800 sft of constructed area along with 785.40 sq yds of undivided share of land proposed to be constructed on the Scheduled Land. Similarly, the Owners shall have ownership rights on 9 flats aggregating to about 7,200 sft of constructed area along with 336.60 sq yds of undivided share of land proposed to be constructed on the Scheduled Land.
- N. 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.

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

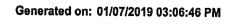
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NOW THEREFORE THIS JOINT DEVELOPMENT AGREEMENT CUM GENERAL POWER OF ATTORNEY WITNESSETH AS FOLLOWS:

- 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 1,122 sq yds forming a part of Sy. Nos. 1, 16, 17, 19/1 of Muraharipally Village, Yadaram Grampanchyat, Shamirpet Mandal, Medchal-Malkajrigiri District (erstwhile Medchal Mandal, Ranga Reddy District), being the Scheduled Land, subject to the terms and conditions hereinafter contained.
- 2. The Developer keeping in view the optimum utilization of land, salability and other relevant factors intends to undertake residential housing project by constructing residential apartments / flats along with common amenities like roads, drains, water & electricity supply, landscaping, gates, children's park, compound wall, 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 in one building. 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 roads, drains, water & electricity supply, landscaping, gates, children's park, compound wall, 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/ two wheelers in the stilt floor 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.

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- 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.
- 10. In consideration of the Developer agreeing to develop the entire Scheduled Land at its own cost, the Developer shall be entitled to 21 flats aggregating to about 16,800 sft of constructed area along with about 785.40 sq yds of undivided share of land proposed to be constructed on the Scheduled Land. The Owners shall be entitled to 9 flats aggregating to about 7,200 sft constructed area along with about 336.60 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 from the Scheduled Land is aggregating to about 37.40 sq yds.
- 11. The ownership rights of the Owners in the Scheduled Land shall be restricted to the extent of undivided share of 336.60 sq yds and that of the Developer shall be restricted to the extent of undivided share of 785.40 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. Owners shall be 70%, and 30% 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 Owners shall be collectively and together entitled to 09 flats aggregating to about 7,200 sft of constructed area along with 336.60 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 Owner. The details of share of each Owner 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.

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- 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 neither 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.
- 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

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
 - throw dirt, rubbish etc. in any open place, compound, road, etc. not meant for i. the same;

use the flat for any illegal, immoral, commercial & business purposes; ii.

use the flat in such a manner which may cause nuisance, disturbance or iii. difficulty to other occupiers / purchasers in the housing project;

store any explosives, combustible materials or any other materials prohibited iv. under any law;

install grills or shutters in the balconies, main door, etc;

change the external appearance of the flats; vi.

install cloths drying stands or other such devices on the external side of the vii.

store extraordinary heavy material therein; viii.

to use the corridors or passages for storage of material; ix.

place shoe racks, pots, plants or other such material in the corridors or passages of common use.

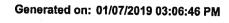
Install sign boards on any part of the building. хi.

Cover balconies by grills, windows or by masonry wall. xii.

That all owners/tenants/users of flats shall not claim and independent right on the common amenities, passages, terrace, open areas driveyays EVEL PERS LLP

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- 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.
- 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 Owner no.1, Owner no. 2 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'. 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. Further, the Owners shall be liable to pay to the Developer water and electricity connection charges amounting to about Rs. 50,000/- per flat, subject to change from time to time, falling to the share of the Owners towards cost of transformers, meters, electrical panels & other equipment, cables, RO plant, sump, fees and charges payable to the concerned authorities, etc. for the flat(s) allotted to them. 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).
- 22. That it is agreed to name the housing project as Morning Glory Apartments at Genome Valley.
- 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.

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- 25. That the Developer shall be responsible to undertake, inter-alia, at its own cost to obtain necessary sanction from HMDA/Grampanchayat 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 JDA or on any future date to any Government, Quasi Government authorities and/or statutory bodies like Revenue Department, HMDA, ULC Department, GHMC, etc., for under given purposes.
 - a. For obtaining a no objection certificate or any other similar sanctions, permissions that may be required except fees towards building permit fee and related development/betterment charges as envisaged in clause 25 above.
 - b. For regularization of usage of Scheduled Land for the development envisaged under this IDA
 - c. For more perfecting and protecting the title to the Scheduled Land so as to convert the Scheduled Land from leasehold to freehold, declaring the Scheduled Land as non-agricultural land, declaring the Scheduled Land as not a surplus land and such other acts which ensures the absolute ownership to the Scheduled Land free from all encumbrances, charges, restrictions of whatsoever nature from Government, Quasi Government and/or any other statutory bodies either under the present laws as amended from time to time or any other laws that may be enacted at a future date.
 - d. 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.
- 27. That the Developer hereby undertakes to assist the Owners and to do all such acts, deeds, etc., that may be required to obtain above referred various permissions, sanctions, NOC's etc., and the cost and expenses for the same shall be borne by the Owners. The Owner shall extend all the necessary co-operation and do all such acts, deeds, etc., that may be required for this purpose.
- 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, etc. Typically 800 sft of super built-up area would include 640 sft of built-up area plus 160 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 varanda area and exclusive open terrace area, but includes the area covered by internal partition walls of the apartment'.

For AEDIS DEVELOPER

Partner

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- 29. It is clarified that car parking in the stilt floor 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.
- 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.

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.

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) 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.

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1) 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.

m) 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.

n) 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.
- 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 to the Developer for construction of the housing complex.
- 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.

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or AEDIS DEVELOPERS LLP

Partner

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- 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.
- 38. That all the common amenities, facilities and spaces like lifts, water tanks, drainage and sewerage connections, electrical transformers, water connections, roads, gates, compound wall, 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 undertake and agree to construct the flats and deliver to Owners their share of flats within 15 months from the date of this agreement. The Developer assures the Owners that there will not be a time over run of more than 03 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 agrees for such grace period of 3 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. 7/- per sft for every month of delay, for the area of each flat that has not been handed over the Review of the state of

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Shani

Partner

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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. The Owners shall pay all taxes and statutory liabilities that are levy-able or may become levy-able like GST, etc., in relation to development of the Owners share of flats to the Developer as applicable and the Developer shall remit the same to the appropriate statutory authority from time to time.
- 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. 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.

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For AEDIS **DEVELOPERS LLF**

Partner

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48. The Owners have requested the Developer to deposit an amount of Rs. 10 Lakhs (Rupees Ten Lakhs only) as security deposit towards performance guarantee for fulfilling its obligations under this Memorandum of Understanding. The Developer has paid Rs. 10 Lakhs (Rupees Ten 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 one flat agreed to be developed/ constructed falling to the share of the Owners only after refund of the said security deposit.

S	Date	Amount	Cheque No	Drawn on	In favour of
No					
1.	29.06.2019	Rs. 5,00,000/-	218636	YES Bank	Vishal Goel
2.	29.06.2019	Rs. 5,00,000/-	218637	YES Bank	Shivani Goel

- 49. That at the request 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.
- 50. 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 financers as security. The Owners shall not object to the same and shall provide NOC to such financers 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.
- 51. 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.
- 52. 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.

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- 53. 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.
- 54. 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.
- 55. 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.
- 56. This agreement is executed in one original for Developer and one copy for Owners.
- 57. The cost of registration and execution of this Agreement shall be borne by the Developer in full.

or AEDIS DEVELOPERS LLP

Partner

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SCHEDULE OF THE LAND

All that portion of the land being Plot nos. 22 part (100 sq yds), 23 (200 sq yds), 24 (261 sq yds), 35 (261 sq yds), 36 (200 sq yds) & 37 part (100 sq yds) totaling to an extent of 1,122 sq yds forming a part of Sy. Nos. 1, 16, 17, 19/1 of Muraharipally Village, Yadaram Grampanchyat, Shamirpet Mandal, Medchal-Malkajrigiri District (erstwhile Medchal Mandal, Ranga Reddy District) under S.R.O. Kapra, and bounded by:

North	40' wide road	
South	Plot nos. 22/part & 37/part	
East	30' wide road	
West	30' wide road	· ·

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.

WITNESSES

1. Procenacy

Owner No. 1.

Owner No. 2.

For Aedis Developers LLF

Dhanraj Krishna,

Partner

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

	, , , , , , , , , , , , , , , , , , , ,				
	Carpet Area in	Built-up Area	Super Built-up		Undivided share
Flat No.	sft	in sft	Area in sft	Flat allotted to:	of land in sq. yds
101	589	639	800	Developer	37.40
102	589	639	800		37.40
103	589	639	800	Owner 1.	37.40
104	589	639	800	Developer	37.40
105	589	639	800	Developer	37.40
106	589	639	800	Owner 2.	37.40
201	589	639	800	Developer	37.40
202	589	639	800	Developer	37.40
203	589	639	800	Owner 1.	37.40
204	589	639	800	Developer	37.40
205	589	639	800	Developer	37.40
206	589	639	800	Owner 2.	37.40
301	589	639	800	Developer	37.40
302	589	639	800		37.40
303	589	639	800		37.40
303	589	639	800	Developer	37.40
304	589	639	800	Developer	37.40
305	589	639	800	Owner 2.	37.40
401	589	639	800	Developer	37.40
401	589	639	800	Developer	37.40
402	589	639	800	Owner 1.	37.40
403	589	639	800	Developer	37.40
404	589	639	800	Developer	37.40
405	589	639	800	Owner 2.	37.40
501	589	639	800	Developer	37.40
502	589	639	800	Developer	37.40
	589	639	800	Owner 1.	37.40
503	589	639	800	Developer	37.40
504	589	639	800	Developer	37.40
505	389	039	800	Owner 1 and	37.10
			000	I -	27.40
506	589	639	800	Owner 2 equally.	37.40
	17,670	19,170	24,000	-	1,122
Summary - Allo	tment of Flats be	tween Owners a	nd Developer	I looding dead above	7
			Super builtup	Undivided share	
Allotted to		Number of flats		of land in sq yds.	
Developer		21.00	16,800.00	785.40	
Owner 1		4.50	3,600.00	168.30	
Owner 2		4.50	3,600.00	168.30	
Γotal		30.00	24,000.00	1,122.00	

Owner No.1 2

Owner No. 2

For Aedis Developers For AEDIS DEVELO

Dhanraj Krishna, Partner

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MEDCHAL (R.O)



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

Flooring:

24" vitrified tiles

Door frames:

Wood (non-teak)/WPC.

Doors:

Painted panel doors

Electrical:

Branded copper wiring with modular switches

Windows:

Powder coated aluminum sliding windows with grills

Bathrooms:

Branded ceramic tiles - 4 / 7 ft height

Plumbing:

CPVC & PVC pipes

Sanitary: CP fittings: Branded sanitaryware Branded quarter turn ceramic disc type.

Kitchen platform:

Granite slab with 2 ft dado and SS sink

Specifications for amenities:

24 Hrs security with CCTV

CC Internal Roads

1KVA Back-up power per flat

6 passenger automatic lift.

Note:

1. Choice of 2 colors for interior painting, Western / Anglo-Indian W C and 2 or 3 combinations of bathroom tiles shall be provided.

2. Changes to external appearance and color shall not be permitted.

3. Fixing of grills to the main door or balconies shall not be permitted.

4. Change of doors or door frames shall not be permitted.

5. Changes in walls, door positions or other structural changes shall not be permitted.

6. Only select alterations shall be permitted at extra cost.

7. RCC lofts and shelves shall not be provided.

8. Specifications / plans subject to change without prior notice.

ک Owner No.1

Owner No. 2

Dhanraj Krishna Partner

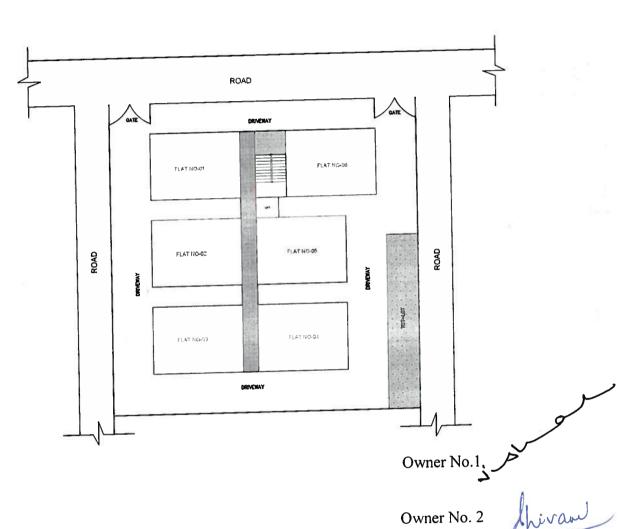
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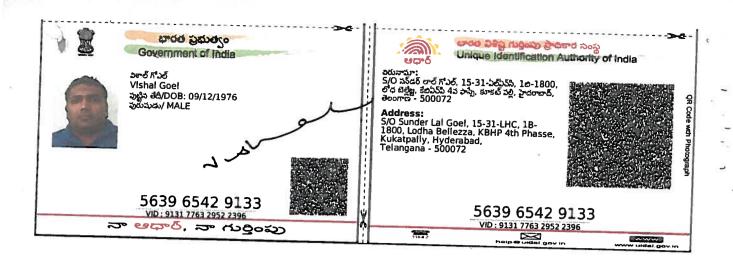
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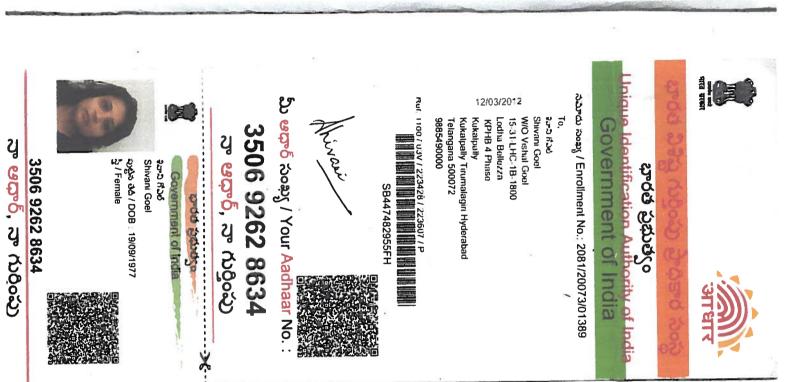
Dhanraj Krishna, Partner Partner

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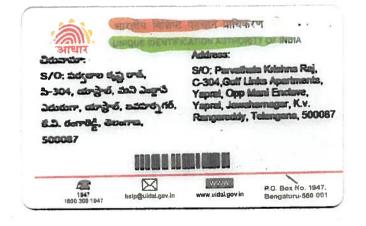
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Non Transport

Date of Validity

14/01/2024

Transport

Date of Validity Badge No.

Reference No. Original LA.

DLRTS0111176314 RTA-HYDERABAD-EZ

Date of First Issue

04/01/1995

Date of Birth **Blood Group** 15/01/1974



भारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

ఎరునామా: 5/O కోటేశ్వర రావు బుర్రి, ప్లాట్ నో 1, 6-107/1, శ్రీ 3ంకటేశ్వర కాలోని, గ్రాంపించాయతి దగ్గర, ఇంజాపూర్, హయత్ నగర్, కె.వి.రంగారెడ్డి, తెలంగాణ - 501510

Address:
S/O Koteswara Rao Burri, Plot No 1, 6-107/1, Sri Venkataswara Colony, Near Grampanchayathi, Injapur, Hayathnagar, K.v. Rangareddy, Telangana - 501510



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P.O. Box No. 1847,



