

SCANNET 431/1/22 (original)

P.13/22

C-560321/22



తెలంగాణ తేలంగానా TELANGANA

AN 178596  
M. ANITHA

LICENCED STAMP VENDOR  
Lic.No.15-19-062/2011, A.No.15-12-003/2  
H.No. 7-30, Maheshwaram (V & M)  
R.R.Dist - 501359. Cell : 830931597

S.No. 94, 442 Date 01-12-2021 Rs. 100/-  
Sold To V.V.R. Vanna  
S/o. D/o. W/o. late Navasimha Ravi P/o Hyd.  
For Whom Vertex Homes Pvt Ltd.

**DEVELOPMENT AGREEMENT -CUM- IRREVOCABLE GENERAL POWER OF ATTORNEY**

THIS DEVELOPMENT AGREEMENT-CUM-IRREVOCABLE GENERAL POWER OF ATTORNEY is made and executed on this 12<sup>th</sup> day of January 2022 at Hyderabad, Telangana by and between:-

**SRI. KOLAN JAYA RAM REDDY**, S/o Late. K Balreddy, aged about 68 years, Occ: Business, R/o Opp: Bhavya Anadam Appts, H.No.5-17, Plot No.17, Green Avenues, Nizampet, Ranga Reddy Dist, Telangana. Aadhar No. 4178 0447 6391.

[HEREINAFTER to be called and referred as the "LANDOWNER/FIRST PART" which term shall also mean and include all her/his respective heirs, executors, administrators, successors, assignees and legal representatives etc. of FIRST PART]

K. Jaya - Reddy

AND

For VERTEX HOMES PVT LTD

  
Authorised Signatory

**Presentation Endorsement:**

Presented In the Office of the Sub Registrar, Kukatpally along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 100000/- paid between the hours of 12 and on the 12th day of JAN/2022 by Sri K. Jaya Ram Reddy

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

Signature/Ink Thumb Impression

| Sl No | Code | Thumb Impression                                                                  | Photo                                                                                                                            | Address                                                                                                                                          | Signature/Ink Thumb Impression                                                      |
|-------|------|-----------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------|
| 1     | CL   |  | <br>KOTA NOOKA RAJU ( AUTH<br>[1511-1-2022-371] | KOTA NOOKA RAJU ( AUTHORIZED<br>SIGNATORY )<br>S/O. KOTA RAMA RAO<br>D/O VERTEX CORPORATE, 4TH<br>FLOOR, JUBILEE ENCLAVE,<br>MADHAPUR, HYDERABAD |  |
| 2     | EX   |  | <br>KOLAN JAYA RAM REDDY<br>[1511-1-2022-371]   | KOLAN JAYA RAM REDDY<br>S/O. LATE K. BAL REDDY<br>H NO 5-17, PLOT NO 17, GREEN<br>AVENUES, NIZAMPET, HYDERABAD                                   |   |

Identified by Witness:

| Sl No | Thumb Impression                                                                    | Photo                                                                                                                            | Name & Address                          | Signature                                                                             |
|-------|-------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------------------------------------------------------------------------------|
| 1     |    | <br>V. RAKESH BABU (1201)<br>[1511-1-2022-371]  | V. RAKESH BABU<br>HYD                   |    |
| 2     |  | <br>CH. DUSHYANTH SHARMA<br>[1511-1-2022-371] | CH. DUSHYANTH SHARMA<br>KHAMMAM DIST TS |  |

12th day of January, 2022

Signature of Sub Registrar  
Kukatpally

E-KYC Details as received from UIDAI:

| Sl No | Aadhaar Details                                            | Address:                                                                    | Photo                                                                                 |
|-------|------------------------------------------------------------|-----------------------------------------------------------------------------|---------------------------------------------------------------------------------------|
| 1     | Aadhaar No: XXXXXXXX8946<br>Name: Rakesh Babu Vatti        | S/O Balasunder Reddy Vatti,<br>Shaikpet, Hyderabad, Telangana, 500081       |  |
| 2     | Aadhaar No: XXXXXXXX5550<br>Name: Dushyanth Sharma Chotiya | S/O Harikishan Sharma Chotiya,<br>Yellandu, Khammam, Andhra Pradesh, 507123 |  |
| 3     | Aadhaar No: XXXXXXXX2347<br>Name: Kota Nooka Raju          | S/O Kota Rama Rao,<br>QUTHUBULLAPUR, Rangareddi, Andhra Pradesh,<br>500090  |  |

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**VERTEX HOMES PVT., LTD.,** (PAN No. **AABCV2364G**) having its registered office at Vertex Corporate, Plot No. 8 & 9, Survey Nos. 66 & 67, Jubilee Enclave, Opp. Hitex Entrance, Madhapur, Hyderabad, Telangana - 500 081, represented by its Managing Director **Sri V.V.R. Varma**, S/o Late V. Narasimha Raju, aged 59 years, Occ: Business, R/o Plot No. 417, Road No. 18, Jubilee Hills, Hyderabad, Telangana - 500 033., (Aadhar No 6055 4109 9219) and Joint Managing Director **SRI C.G. MURALI MOHAN**, S/o Late Shankaraiah, aged about 54 years, R/o Plot No.270-M, Road No.10, Jubilee Hills, Hyderabad - 500 033, Talangana. (Aadhar No 3285 7004 9108)

Represented by its Authorized signatory **Mr. KOTA NOOKA RAJU**, S/o Sri. Kota Rama Rao, aged about 42 Years, O/o Vertex Corporate, 4<sup>th</sup> Floor, plot No.8 & 9, Jubilee Enclave, opp., HitexEnteance, Madhapur, Hyderabad, Telangana-500081, Aadhar No.9428 7524 2347.

[HEREINAFTER to be called and referred as the "**DEVELOPER**" which term shall also mean and include all its executors, administrators, successors, assignees and legal representatives etc., of SECOND PART]

WHEREAS the Landowner herein, i.e., Sri K.Jayaram Reddy, S/o Sri K.Bal Reddy is the absolute owner and possessor of the land admeasuring Ac.4-06 guntas in Sy.No.88, situated at Hydernagar village, Balanagar Mandal, Medchal-Malkajgiri District (the then Ranga Reddy District) having acquired the same by virtue of proceeding No.ROR/32/89, dated 01-09-1989 issued by the Recording Officer, Balanagar Mandal. Consequently the name of Landowner is mutated in the revenue records as Pattadar and possessor and the Revenue Authorities have also issued a Pattadar Pass Book bearing No.59, Title Deed No.60 vide Serial No. Z 110660 & Z 211153 in respect of the said land.

Whereas the landowner herein entered into AOS cum GPA to an extent of Ac.0-38 Guntas out of the above said land under registered deed Doc No. 1088/2003 Dt:17-02-2003 in favour of Tummala Subba Rao, regd. with the O/o. SRO, Kukatpally.

Thus the balance land left in the name of Land owner herein was to an extent of Ac.3-08 Gts as it devolved from his ancestors.

Whereas the LandOwner in addition to the above said land, acquired another land to an extent of 300 Sq.Yards in Sy.No.88/part at Hydernagar (Vg.) from Sri. G.Ranga Rao, under regd. AoS-cum-GPA, bearing Doc.No.2803 of 2005, Dt:13-04-2005, Regd. with the O/o. SRO, Kukatpally. Later the LANDOWNER herein acquired another land to an extent of 115.7 Sq.Yds in Sy.No.88/part situated at Hydernagar (Vg.). Hence the Total land available with Landowners is Ac.3-11.4 guntas or 15899.4 Sq. Yards in Sy.No.88/part situated at Hydernagar (Vg.).

Thus in the above manner, the LANDOWNER herein became the absolute owners of the land admeasuring Ac.3-11.4 guntas or 15899.4 Sq. Yards in **Sy.No.88/0/1** and hence the landowner hereinabove has restricted his title, ownership, possession in respect of the physically available land admeasuring **Ac.3-11.4 guntas or 15899.4 Sq. Yards** (which is morefully described in the Schedule of Property).

*K. Jayaram Reddy*

For VERTEX HOMES PVT LTD

*[Signature]*

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 | DD/BC/ Pay Order |         |
| Stamp Duty              | 100            | 0                        | 6281655   | 0    | 0                           | 0                | 6281755 |
| Transfer Duty           | NA             | 0                        | 0         | 0    | 0                           | 0                | 0       |
| Reg. Fee                | NA             | 0                        | 100000    | 0    | 0                           | 0                | 100000  |
| User Charges            | NA             | 0                        | 1000      | 0    | 0                           | 0                | 1000    |
| Mutation Fee            | NA             | 0                        | 0         | 0    | 0                           | 0                | 0       |
| Total                   | 100            | 0                        | 6382655   | 0    | 0                           | 0                | 6382755 |

Rs. 6281655/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 100000/- towards Registration Fees on the chargeable value of Rs. 628165500/- was paid by the party through E-Challan/BC/Pay Order No. 961WYQ131221 dated, 13-DEC-21 of SBIN

#### Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 6382655/-, DATE: 13-DEC-21, BANK NAME: SBIN, BRANCH NAME: BANK REFERENCE NO: 4505968343723, PAYMENT MODE: CASH-1001138, ATRN: 4505968343723, REMITTER NAME: VERTEX HOMES PVT LTD, EXECUTANT NAME: KOLAN JAYA RAM REDDY, CLAIMANT NAME: VERTEX HOMES PVT LTD).

Date:

12th day of January, 2022

Signature of Registering Officer

Kukatpally

#### ENDORSEMENT

Certified that the following amounts have been paid in respect of the document

| Description of liability    | In the form of |         |      |                             |                  | TOTAL |
|-----------------------------|----------------|---------|------|-----------------------------|------------------|-------|
|                             | Stamp papers   | Challan | CASH | Stamp duty u/s 16 of IS Act | DD/BC/ Pay order |       |
| Stamp Duty u/s 41 of IS Act | -              | 16280   | -    | -                           | -                | 16280 |
| Regn. Duty                  | -              | 2035    | -    | -                           | -                | 2035  |
| User Charges                | -              | 1000    | -    | -                           | -                | 1000  |
| T.D./T.P.I.                 | -              | -       | -    | -                           | -                | -     |
| MUTATION FEE                | -              | -       | -    | -                           | -                | -     |
| TOTAL                       | -              | 19315   | -    | -                           | -                | 19315 |

Sub-Registrar  
Kukatpally

Amount of Rs. 16280/-

towards Stamp duty and Rs. 2035/-

towards Regn. fee was paid

through Challan No. D.429ED180/22 & DD/GUM170/22

Dated 18/1/2022 & 17/1/2022 SBI Bank Br Hyd.

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Whereas the LANDOWNER applied for Conversion of Agriculture Land to Non-Agriculture before Tahsildar, Kukatpally and thereafter, Thasildar & Joint Sub-Registrar officer, Kukatpally, Medchal Malkajigiri District issued **NALA** conversion Order, vide Proceeding No. **2100496651**, Dated: **11-11-2021**.

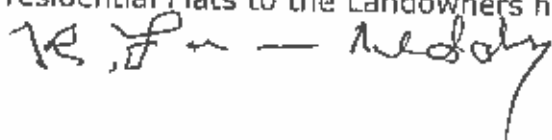
WHEREAS the Landowner hereinabove approached the Developer and offered to entrust his property for development to the Developer for the purpose of development of the same into a Multi-storied Residential Apartment Complex on the schedule land and consequently the Developer agreed to develop the same.

WHEREAS the DEVELOPER herein which is in the business of real estate development, has required expertise, financial and managerial capabilities, clout, men and machinery to undertake the development of the properties under the brand name of "**VERTEX**" and the LANDOWNER has offered the Schedule Land for development and the DEVELOPER herein evinced interest in development of a Residential Apartment Complex on the Schedule Land herein by obtaining all the requisite permits and sanction of plans from the concerned Governmental Authorities/Departments etc., for the proposed Project.

WHEREAS the DEVELOPER herein has planned to develop the Lands in total to an extent of **Ac.03-36 Guntas in Sy.No.88/part, situated at Hydernagar**, for the Proposed Project. Whereas the Developer has already entered into Development Agreement cum General Power of Attorney for the Land to an extent of **Ac.00-23 guntas or 2783 Sq.Yards** in Sy.No.88/part situated at Hydernagar (Vg.), with Smt. M. Vanaja Laxmi and 3 others, through regd. DAGPA bearing Doc. No. 3282/2021, Dt:22-03-2021, regd. with the office of S.R.O., Kukatpally. And also the Developer has included another land to an extent of **Ac.00-01.65 Guntas or 200 Sq.Yards** in Sy.No.88/part situated at Hydernagar (Vg.), owned by the Developer himself/itself, which was purchased from Sri S. Sathish Rao, S/o. S. Papa Rao, vide Sale Deed No. 1568/2021, Dt: 05-02-2021, duly regd. with the office of S.R.O. Kukatpally. Thus the Developer has thereby pooled lands to an extent of **Ac. 00-24.65 guntas** for Development for the Proposed Project in the above mentioned manner. For the remaining extent of **Ac.03-11.4 Guntas**, the Developer is hereby entering into Development Agreement cum General Power of Attorney through this present Agreement with the Landowner herein i.e. Sri. Kolan Jaya Ram Reddy.

WHEREAS as per the mutual understanding among the parties herein and other landowners, the Developer herein has already by investing its own funds, applied for permission to the GHMC vide File No. 1/C23/15702/2019, for the purpose of construction of a Multi-storied Residential Apartment complex comprising of 2 Cellars and ground plus 9 upper floors for residential Apartments.

WHEREAS the GHMC after conducting detail investigation in terms of technical, legal aspects, has approved the proposed project and issued its office order vide File No. 1/C23/15702/2019, dt: 12-03-2020 to remit the relevant fee towards building permission to release the approved drawings along with building permit order and in view of such order, the developer has derived/identified the flat numbers, floor numbers, extent of each flat out of the total proposed complex and hence hereby allotting the specific saleable/super built-up area in the shape of residential Flats to the Landowners herein.

 For VERTEX HOMES PVT LTD

  
Authorised Signatory

Note:-One copy has been  
Registered along with this  
Original.

Sub-Registrar  
Kukatpally  
Medchal-Malkajgiri Dist

1వ పుస్తకము 2022వ సం॥ (కా.శ. సం॥ 1943 ) సం॥పు  
431.....నెంబరుగా రిజిస్టర్ చేయబడినది. స్కానింగ్  
నిమిత్తము గుర్తింపు నెంబరుగా 1511-1-431/2022  
ఇవ్వడమైనది.

2022 వ సం॥ డిసెంబర్ నెంబర్ 18.....నలేది

సబ్-రిజిస్ట్రార్ 18/01/22  
కూకట్‌పల్లి

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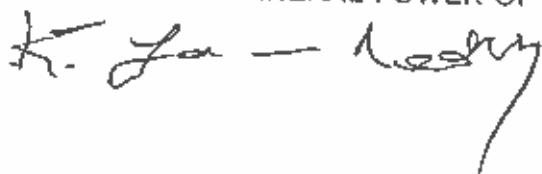


WHEREAS the LANDOWNER being agreeable to the proposal of the DEVELOPER herein hereby represent and warrant with respect to his/her/their affairs in respect of Schedule Land herein to the DEVELOPER;

- (i) That the LANDOWNER is the absolute owner and have clear, marketable, subsisting title and vacant physical possession of the Schedule of Property and that none other than the LANDOWNER has any right, title and interest or share therein.
- (ii) That there are no litigations or disputes pending or threatened in respect of the Schedule of Property nor have they entered into any agreement/s for sale or alienation in any manner whatsoever or any other arrangement/s for development or otherwise of the Schedule of Property with any other person/s, nor have they issued any power/s of attorney or any other authority, oral or otherwise empowering any other person/s to deal with the Schedule of Property in any manner, howsoever.
- (iii) That the Schedule of Property is not subject to any attachment by the process of the courts or is in the possession or custody of any Receiver, Judicial or Revenue Court or any officer thereof;
- (iv) That there are no claims, mortgages, charges, lien or encumbrances on the Schedule of Property;
- (v) That there are no pending liabilities with regard to income tax, wealth tax, gift tax or any other tax which would affect their title to the Schedule of Property in any manner, whatsoever;
- (vi) That there are no easements, quasi-easement, restrictive covenants or other rights in respect of the Schedule of Property and that the LANDOWNERS have not received any notice of acquisition or requisition in respect of the Schedule of Property under any Statute or from any authority.
- (vii) That he has full power and legal authority to execute, deliver and perform the terms and conditions of this deed as relates to the property to which he holds title;

WHEREAS the DEVELOPER acting on the above representations has agreed to develop the Schedule of Property at its own cost and expense and agreed to construct a Multi-Storied Residential Apartment Complex on the Schedule of Property in accordance with the scheme formulated by it as agreed upon and as setout hereunder for construction thereon.

WHEREAS pursuant to offer made by the LANDOWNER to develop the Schedule of Property into a Residential Apartment Complex, the DEVELOPER has accepted to develop the Schedule of Property and the Party hereinabove has deemed it fit and proper to reduce the terms and conditions reached among themselves into writing and hence this DEVELOPMENT AGREEMENT -CUM-IRRECOVARABLE GENERAL POWER OF ATTORNEY.



For VERTEX HOMES PVT LTD

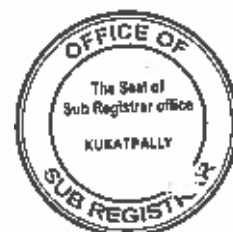
  
Authorised Signatory

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**NOW THIS DEVELOPMENT AGREEMENT -CUM- IRRECOVERABLE  
GENERAL POWER OF ATTORNEY WITNESSETH AS UNDER:-**

The LANDOWNER and the DEVELOPER hereto agree that the Schedule of Property shall be developed into a Residential Apartment Complex comprising of Residential Flats and inter-alia constructed areas in the shape of Residential Flats along with parking areas and proportionate undivided share of land out of the Schedule Land shared between them in the manner and in accordance with the terms and conditions recorded hereinafter:

**1. DEVELOPMENT OF THE LAND AND COST:**

- (a) The DEVELOPER hereby agrees and undertakes to develop the schedule of property into a Residential Apartment Complex as per the permit and sanction of plans accorded by the Authorities. It is further agreed among the LANDOWNERS and the DEVELOPER that the total cost of construction of Multi-storied Residential Apartment Complex including development shall be borne exclusively by the DEVELOPER.
- (b) That in pursuance of the foregoing clauses, the LANDOWNER hereby authorizes and empower the DEVELOPER to develop the Schedule of Property herein into a Residential Apartment Complex at the sole cost and expense of the DEVELOPER as per the architectural designs, permit and sanction of plans accorded and approved by the Competent Authorities and as per the detailed specifications appended herewith in Annexure-A.
- (c) The DEVELOPER shall undertake the construction work and complete the Project thereon either by itself or through competent contractors and sub-divide the work or appoint sub-contractors or by entering into tie up or joint venture with any other reputed construction company as It may deem fit and proper. The DEVELOPER alone shall also be entitled to call for tenders/bids or adopt any other method for the purposes of selection of contractors or agents, employees etc. required for construction or other purposes covered by this Agreement.
- (d) The DEVELOPER shall prepare/d and finalize/d the project area, construction plans including any modifications thereof and shall endeavor to obtain the required sanctions, permits and approvals from the statutory Authorities subject to LANDOWNER's title documents being fit for submission and obtaining for approval, however any expenditure to be incurred including the expenditure towards payments of fees, charges as may be levied by the concerned Authorities together with other incidental costs/charges shall be exclusively borne by the DEVELOPER.
- (e) The entire expenses with regard to the development and construction as envisaged shall be borne and paid for by the DEVELOPER. In the event of the parties mutually agreeing to provide for any additional/extra infrastructure or any superior specifications to the project in addition to the specifications contained in Annexure-A to suit the requirement of prospective purchasers, such extra/additional cost to be incurred for providing the same, which is over and above agreed specifications shall be borne by the LANDOWNER and DEVELOPER respectively in proportion to their respective entitled share of

*R. J. ...*

For VERTEX HOMES PVT. LTD.

*[Signature]*

Authorized Signatory

P.13/2022

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**WHEREAS**, the Parties herein mutually agreed that **the Landowner**, is originally entitled for **1,97,723 Sq.ft.** of the saleable area as per his share of the Developed area in proportion to the Land contributed by the Landowner for the project. But on the request of the Landowner, the Developer has agreed for an additional allotment of **3807 Sq.ft.** of the saleable area to the Landowner. Thus **the Landowner, Sri. KOLAN JAYA RAM REDDY** became entitled for **2,01,530 Sq.ft.** of the saleable area (including the additional allotment of **3807 Sq.ft.**). However, the Landowner is hereby allotted **2,01,345 Sq.ft.**, of the saleable area, which includes the 3 additionally allotted Flats, i.e., **1. Flat No. E-102** with built-uparea of 1240 Sq.ft., **2. Flat No. A-602** with built-uparea of 1270 Sq.ft. & **3. Flat No. A-G2** with built-uparea of 1240 Sq.ft. The balance conveyable to the Landowner is **185 Sq.ft.**;

**RESIDENTIAL FLATS ALLOTTED TO THE LANDOWNER i.e. SRI. KOLAN JAYA RAM REDDY :-**

(Residential Flats (Total **2,01,345 Sq.ft.**) together with proportionate parking area and undivided share of land herein).

| Sl. NO | Block | Floor  | Flat No | Size in Sq.ft. |
|--------|-------|--------|---------|----------------|
| 1      | A     | 2nd    | 203     | 2025           |
| 2      | A     | 4th    | 407     | 2030           |
| 3      | A     | 7th    | 705     | 1500           |
| 4      | A     | 8th    | 804     | 1500           |
| 5      | B     | 1st    | 103     | 1255           |
| 6      | B     | 2nd    | 202     | 1800           |
| 7      | B     | 3rd    | 302     | 1800           |
| 8      | C     | 4th    | 403     | 1285           |
| 9      | C     | 6th    | 604     | 1285           |
| 10     | C     | 6th    | 605     | 1680           |
| 11     | A     | Ground | G 06    | 1570           |
| 12     | A     | 1st    | 102     | 1240           |
| 13     | A     | 1st    | 103     | 1785           |
| 14     | A     | 1st    | 107     | 1800           |
| 15     | A     | 2nd    | 206     | 1800           |
| 16     | A     | 3rd    | 304     | 1500           |
| 17     | A     | 3rd    | 305     | 1500           |
| 18     | A     | 3rd    | 306     | 1800           |
| 19     | A     | 4th    | 402     | 1270           |
| 20     | A     | 4th    | 403     | 2025           |
| 21     | A     | 4th    | 404     | 1500           |
| 22     | A     | 7th    | 703     | 2025           |
| 23     | A     | 7th    | 707     | 2030           |
| 24     | B     | 9th    | 906     | 1800           |
| 25     | C     | Ground | G 02    | 1465           |

| Sl. NO | Block | Floor  | Flat No | Size in Sq.ft. |
|--------|-------|--------|---------|----------------|
| 26     | C     | 8th    | 801     | 1680           |
| 27     | C     | 9th    | 903     | 1285           |
| 28     | D     | 1st    | 102     | 1800           |
| 29     | D     | 4th    | 404     | 1285           |
| 30     | D     | 7th    | 702     | 2030           |
| 31     | E     | Ground | G 04    | 1465           |
| 32     | E     | 3rd    | 304     | 1500           |
| 33     | E     | 5th    | 501     | 2025           |
| 34     | E     | 9th    | 906     | 1800           |
| 35     | C     | 5th    | 502     | 1680           |
| 36     | A     | 9th    | 903     | 2025           |
| 37     | A     | 9th    | 907     | 2030           |
| 38     | B     | 1st    | 102     | 1570           |
| 39     | B     | 2nd    | 204     | 1285           |
| 40     | B     | 2nd    | 205     | 1800           |
| 41     | B     | 4th    | 406     | 1800           |
| 42     | B     | 5th    | 503     | 1285           |
| 43     | B     | 6th    | 601     | 2030           |
| 44     | B     | 6th    | 605     | 1800           |
| 45     | B     | 7th    | 704     | 1285           |
| 46     | B     | 7th    | 706     | 1800           |
| 47     | B     | 8th    | 802     | 1800           |
| 48     | B     | 9th    | 901     | 2030           |
| 49     | D     | 5th    | 503     | 1285           |
| 50     | D     | 5th    | 505     | 1800           |

*K. Jaya Ram Reddy*

For VERTEX HOMES PVT LTP

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*[Signature]*  
Authorised Signatory

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|    |   |        |      |      |
|----|---|--------|------|------|
| 51 | C | Ground | G 05 | 1465 |
| 52 | C | 2nd    | 201  | 1680 |
| 53 | C | 3rd    | 303  | 1285 |
| 54 | C | 3rd    | 305  | 1680 |
| 55 | C | 4th    | 406  | 1680 |
| 56 | C | 5th    | 503  | 1285 |
| 57 | C | 6th    | 601  | 1680 |
| 58 | C | 6th    | 606  | 1680 |
| 59 | C | 7th    | 703  | 1285 |
| 60 | C | 8th    | 802  | 1680 |
| 61 | C | 8th    | 804  | 1285 |
| 62 | C | 8th    | 806  | 1680 |
| 63 | D | Ground | G 01 | 1570 |
| 64 | D | 1st    | 103  | 1255 |
| 65 | D | 1st    | 104  | 1255 |
| 66 | D | 2nd    | 204  | 1285 |
| 67 | D | 2nd    | 206  | 1800 |
| 68 | D | 3rd    | 301  | 1800 |
| 69 | D | 4th    | 406  | 1800 |
| 70 | A | 2nd    | 201  | 2025 |
| 71 | A | 5th    | 503  | 2025 |
| 72 | A | 5th    | 507  | 2030 |
| 73 | A | 7th    | 701  | 2025 |
| 74 | A | 8th    | 801  | 2025 |
| 75 | A | 8th    | 802  | 1270 |
| 76 | A | 9th    | 904  | 1500 |
| 77 | B | Ground | G 01 | 1800 |
| 78 | B | 3rd    | 306  | 1800 |
| 79 | B | 4th    | 402  | 1800 |
| 80 | B | 4th    | 404  | 1285 |
| 81 | B | 6th    | 602  | 1800 |
| 82 | B | 9th    | 905  | 1800 |
| 83 | C | 1st    | 104  | 1255 |
| 84 | C | 2nd    | 204  | 1285 |
| 85 | C | 3rd    | 304  | 1285 |
| 86 | A | 6th    | 602  | 1270 |

|     |   |        |      |      |
|-----|---|--------|------|------|
| 87  | D | 6th    | 604  | 1285 |
| 88  | D | 8th    | 802  | 2030 |
| 89  | D | 8th    | 804  | 1285 |
| 90  | D | 9th    | 901  | 1800 |
| 91  | E | Ground | G 02 | 1240 |
| 92  | E | 1st    | 102  | 1240 |
| 93  | E | 1st    | 105  | 1465 |
| 94  | E | 2nd    | 206  | 1800 |
| 95  | E | 3rd    | 303  | 2025 |
| 96  | E | 4th    | 403  | 2025 |
| 97  | E | 5th    | 503  | 2025 |
| 98  | E | 5th    | 505  | 1500 |
| 99  | E | 5th    | 507  | 2030 |
| 100 | E | 6th    | 602  | 1270 |
| 101 | E | 7th    | 701  | 2025 |
| 102 | E | 7th    | 703  | 2025 |
| 103 | E | 7th    | 707  | 2030 |
| 104 | E | 8th    | 802  | 1270 |
| 105 | E | 9th    | 907  | 2030 |
| 106 | C | 5th    | 505  | 1680 |
| 107 | C | 6th    | 602  | 1680 |
| 108 | C | 8th    | 803  | 1285 |
| 109 | D | Ground | G 06 | 1570 |
| 110 | D | 2nd    | 202  | 2030 |
| 111 | D | 6th    | 601  | 1800 |
| 112 | D | 7th    | 706  | 1800 |
| 113 | D | 8th    | 803  | 1285 |
| 114 | D | 9th    | 903  | 1285 |
| 115 | E | 1st    | 103  | 1785 |
| 116 | E | 1st    | 107  | 1800 |
| 117 | E | 3rd    | 301  | 2025 |
| 118 | E | 3rd    | 307  | 2030 |
| 119 | E | 4th    | 402  | 1270 |
| 120 | E | 6th    | 603  | 2025 |
| 121 | E | 9th    | 905  | 1500 |
| 122 | A | Ground | G2   | 1240 |

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**THE DEVELOPER'S SHARE**-The DEVELOPER is entitled to rest of the saleable built-up areas (2,74,305 Sft.) in the shape of Residential Flats out of the total saleable built-up areas in the entire Complex being developed on Schedule Land herein and proportionate share in the parking areas and proportionate undivided share of land out of the Schedule Land (hereafter referred to as the "DEVELOPER's share").

For VERTEX HOMES PVT LTD

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## RESIDENTIAL FLATS ALLOTTED TO THE DEVELOPER:-

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| SNO | Block | floor           | Flat No | Size in Sq.ft. |
|-----|-------|-----------------|---------|----------------|
| 1   | A     | Ground          | G 01    | 1785           |
| 2   | A     | 3 <sup>rd</sup> | 307     | 2030           |
| 3   | A     | Ground          | G 04    | 1465           |
| 4   | A     | 1st             | 101     | 1785           |
| 5   | A     | 1st             | 104     | 1465           |
| 6   | A     | 1st             | 105     | 1465           |
| 7   | A     | 1st             | 106     | 1570           |
| 8   | A     | 2nd             | 202     | 1270           |
| 9   | A     | 2nd             | 204     | 1500           |
| 10  | A     | 2nd             | 205     | 1500           |
| 11  | A     | 3rd             | 301     | 2025           |
| 12  | A     | 3rd             | 302     | 1270           |
| 13  | A     | 3rd             | 303     | 2025           |
| 14  | A     | 4th             | 401     | 2025           |
| 15  | A     | 4th             | 405     | 1500           |
| 16  | A     | 4th             | 406     | 1800           |
| 17  | A     | 5th             | 501     | 2025           |
| 18  | A     | 5th             | 502     | 1270           |
| 19  | A     | 5th             | 504     | 1500           |
| 20  | A     | 5th             | 505     | 1500           |
| 21  | A     | 5th             | 506     | 1800           |
| 22  | A     | 6th             | 601     | 2025           |
| 23  | A     | 6th             | 604     | 1500           |
| 24  | A     | 6th             | 605     | 1500           |
| 25  | A     | 6th             | 606     | 1800           |
| 26  | A     | 6th             | 607     | 2030           |
| 27  | A     | 6th             | 603     | 2025           |
| 28  | A     | 7th             | 702     | 1270           |
| 29  | A     | 7th             | 704     | 1500           |
| 30  | A     | 7th             | 706     | 1800           |
| 31  | A     | 8th             | 803     | 2025           |
| 32  | A     | 8th             | 806     | 1800           |
| 33  | A     | 8th             | 807     | 2030           |
| 34  | A     | 9th             | 901     | 2025           |
| 35  | A     | 9th             | 902     | 1270           |
| 36  | A     | 9th             | 906     | 1800           |
| 37  | B     | 1st             | 104     | 1255           |

| SNO | Block | floor  | Flat No | Size in Sq.ft. |
|-----|-------|--------|---------|----------------|
| 38  | B     | 1st    | 105     | 1570           |
| 39  | B     | 1st    | 106     | 1570           |
| 40  | B     | 2nd    | 201     | 2030           |
| 41  | B     | 2nd    | 203     | 1285           |
| 42  | B     | 2nd    | 206     | 1800           |
| 43  | B     | 3rd    | 301     | 2030           |
| 44  | B     | 3rd    | 303     | 1285           |
| 45  | B     | 3rd    | 304     | 1285           |
| 46  | B     | 3rd    | 305     | 1800           |
| 47  | B     | 4th    | 401     | 2030           |
| 48  | B     | 4th    | 403     | 1285           |
| 49  | B     | 4th    | 405     | 1800           |
| 50  | B     | 5th    | 501     | 2030           |
| 51  | B     | 5th    | 502     | 1800           |
| 52  | B     | 5th    | 504     | 1285           |
| 53  | B     | 5th    | 505     | 1800           |
| 54  | B     | 5th    | 506     | 1800           |
| 55  | B     | 6th    | 603     | 1285           |
| 56  | B     | 6th    | 604     | 1285           |
| 57  | B     | 6th    | 606     | 1800           |
| 58  | B     | 7th    | 703     | 1285           |
| 59  | B     | 7th    | 705     | 1800           |
| 60  | B     | 8th    | 801     | 2030           |
| 61  | B     | 8th    | 803     | 1285           |
| 62  | B     | 8th    | 804     | 1285           |
| 63  | B     | 8th    | 805     | 1800           |
| 64  | B     | 8th    | 806     | 1800           |
| 65  | B     | 9th    | 902     | 1800           |
| 66  | B     | 9th    | 903     | 1285           |
| 67  | B     | 9th    | 904     | 1285           |
| 68  | C     | Ground | G 03    | 1255           |
| 69  | C     | Ground | G 04    | 1255           |
| 70  | C     | Ground | G 06    | 1465           |
| 71  | C     | 1st    | 101     | 1465           |
| 72  | C     | 1st    | 102     | 1465           |
| 73  | C     | 1st    | 103     | 1255           |
| 74  | C     | 1st    | 105     | 1465           |

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| SNO | Block | floor  | Flat No | Size in Sq.ft. | SNO | Block | floor  | Flat No | Size in Sq.ft. |
|-----|-------|--------|---------|----------------|-----|-------|--------|---------|----------------|
| 75  | C     | 1st    | 106     | 1465           | 118 | D     | 6th    | 603     | 1285           |
| 76  | C     | 2nd    | 202     | 1680           | 119 | D     | 6th    | 605     | 1800           |
| 77  | C     | 2nd    | 203     | 1285           | 120 | D     | 6th    | 606     | 1800           |
| 78  | C     | 2nd    | 205     | 1680           | 121 | D     | 7th    | 701     | 1800           |
| 79  | C     | 2nd    | 206     | 1680           | 122 | D     | 7th    | 703     | 1285           |
| 80  | C     | 3rd    | 301     | 1680           | 123 | D     | 7th    | 704     | 1285           |
| 81  | C     | 3rd    | 302     | 1680           | 124 | D     | 7th    | 705     | 1800           |
| 82  | C     | 3rd    | 306     | 1680           | 125 | D     | 8th    | 801     | 1800           |
| 83  | C     | 4th    | 401     | 1680           | 126 | D     | 8th    | 805     | 1800           |
| 84  | C     | 4th    | 402     | 1680           | 127 | D     | 8th    | 806     | 1800           |
| 85  | C     | 4th    | 404     | 1285           | 128 | D     | 9th    | 904     | 1285           |
| 86  | C     | 5th    | 504     | 1285           | 129 | D     | 9th    | 905     | 1800           |
| 87  | C     | 4th    | 405     | 1680           | 130 | D     | 9th    | 906     | 1800           |
| 88  | C     | 7th    | 702     | 1680           | 131 | E     | Ground | G 01    | 1785           |
| 89  | C     | 6th    | 603     | 1285           | 132 | E     | Ground | G 06    | 1570           |
| 90  | C     | 7th    | 701     | 1680           | 133 | E     | Ground | G 07    | 1800           |
| 91  | C     | 7th    | 704     | 1285           | 134 | E     | 1st    | 101     | 1785           |
| 92  | C     | 7th    | 705     | 1680           | 135 | E     | 1st    | 104     | 1465           |
| 93  | C     | 7th    | 706     | 1680           | 136 | E     | 1st    | 106     | 1570           |
| 94  | C     | 8th    | 805     | 1680           | 137 | E     | 2nd    | 202     | 1270           |
| 95  | C     | 9th    | 901     | 1680           | 138 | E     | 2nd    | 203     | 2025           |
| 96  | C     | 9th    | 902     | 1680           | 139 | E     | 2nd    | 204     | 1500           |
| 97  | C     | 9th    | 904     | 1285           | 140 | E     | 2nd    | 205     | 1500           |
| 98  | C     | 9th    | 905     | 1680           | 141 | E     | 2nd    | 207     | 2030           |
| 99  | C     | 9th    | 906     | 1680           | 142 | E     | 3rd    | 302     | 1270           |
| 100 | D     | Ground | G 02    | 1800           | 143 | E     | 3rd    | 305     | 1500           |
| 101 | D     | 1st    | 101     | 1570           | 144 | E     | 3rd    | 306     | 1800           |
| 102 | D     | 1st    | 105     | 1570           | 145 | E     | 4th    | 401     | 2025           |
| 103 | D     | 1st    | 106     | 1570           | 146 | E     | 4th    | 404     | 1500           |
| 104 | D     | 2nd    | 201     | 1800           | 147 | E     | 4th    | 405     | 1500           |
| 105 | D     | 2nd    | 203     | 1285           | 148 | E     | 4th    | 406     | 1800           |
| 106 | D     | 2nd    | 205     | 1800           | 149 | E     | 4th    | 407     | 2030           |
| 107 | D     | 3rd    | 302     | 2030           | 150 | E     | 5th    | 502     | 1270           |
| 108 | D     | 3rd    | 303     | 1285           | 151 | E     | 5th    | 504     | 1500           |
| 109 | D     | 3rd    | 304     | 1285           | 152 | E     | 5th    | 506     | 1800           |
| 110 | D     | 3rd    | 306     | 1800           | 153 | E     | 6th    | 601     | 2025           |
| 111 | D     | 4th    | 401     | 1800           | 154 | E     | 6th    | 604     | 1500           |
| 112 | D     | 4th    | 403     | 1285           | 155 | E     | 6th    | 605     | 1500           |
| 113 | D     | 4th    | 405     | 1800           | 156 | E     | 7th    | 702     | 1270           |
| 114 | D     | 5th    | 501     | 1800           | 157 | E     | 7th    | 704     | 1500           |
| 115 | D     | 5th    | 504     | 1285           | 158 | E     | 7th    | 705     | 1500           |
| 116 | D     | 5th    | 506     | 1800           | 159 | E     | 7th    | 706     | 1800           |
| 117 | D     | 6th    | 602     | 2030           | 160 | E     | 8th    | 801     | 2025           |

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| SNO | Block | floor | Flat No | Size in Sq.ft. | SNO | Block | floor | Flat No | Size in Sq.ft. |
|-----|-------|-------|---------|----------------|-----|-------|-------|---------|----------------|
| 161 | E     | 8th   | 803     | 2025           | 166 | E     | 9th   | 902     | 1270           |
| 162 | E     | 8th   | 805     | 1500           | 167 | E     | 9th   | 903     | 2025           |
| 163 | E     | 8th   | 806     | 1800           | 168 | E     | 9th   | 904     | 1500           |
| 164 | E     | 8th   | 807     | 2030           |     |       |       |         |                |
| 165 | E     | 9th   | 901     | 2025           |     |       |       |         |                |

*The word "Saleable Area" includes Carpet Area plus veranda/ balcony/terrace area which are exclusively meant for the Allottee (prospective purchasers) plus the proportionate share of Common Areas in respect of which sale consideration to be received from the prospective purchasers of the Residential Flats.*

The Parties herein further declare and confirm that they will strictly adhere to and abide by the provisions of RERA Act and State Regulations made in the said regard in respect of saleable built-up areas allotted towards their respective shares and further agree and undertake to deal with the undivided share of land out of the Schedule Land herein strictly in terms of the said Act and Regulations made there-under.

- (b) The DEVELOPER shall construct the Multi-storied Residential Apartment Complex on the Schedule Property at its own cost and expenses utilizing the permissible built-up area and allot and deliver the Flats/built-up space to the LANDOWNERS as per the sharing ratio set out in Clause-2(a).
- (c) It is further agreed that the LANDOWNERS and the DEVELOPER shall be treated as absolute owners of their respective entitled shares of saleable constructed areas as per the terms of this Agreement.
- (d) The DEVELOPER of the Second Part will be deemed to have fulfilled their obligations when the finished constructed areas in the shape of Residential Flats as per specifications falling to the share of LANDOWNERS delivered to them after obtaining Occupancy Certificate.
- (e) As per the Rules in vogue, the permitting Authorities require the applicant for building permit to create mortgage on part of the saleable built-up areas in the complex as a security for compliance of various terms and conditions. For the above purpose, it is required to create mortgage on part of the saleable built-up areas in the Complex in favour of the Authorities and the said charge will be released upon completion of the construction of the Complex and on obtaining Occupancy Certificate subject to compliance of the terms and conditions stipulated in the permit by the DEVELOPER. It is agreed that the LANDOWNERS and the DEVELOPER are liable to create mortgage out of their respective allotted saleable built-up areas in the shape of Residential Flats.

*K. J. for Kelly*

For VERTEX HOMES PVT LTD

*[Signature]*  
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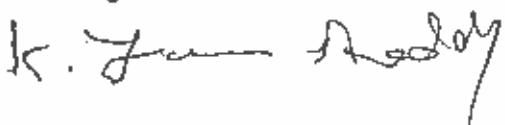


### 3. SECURITY DEPOSIT:

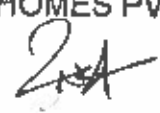
- (i) The DEVELOPER hereby paid an amount of **Rs.4,50,00,000/- (Rupees Four Crore Fifty Lakhs only)** to the LANDOWNER herein, towards an interest free refundable security deposit and receipt of the same is hereby admitted and acknowledged by the LANDOWNER of First Part herein.
- (ii) That the LANDOWNER hereby agree and undertake to refund the above interest free refundable security deposit to the DEVELOPER at the time of the DEVELOPER delivering possession of LANDOWNER'S allocated saleable area in the shape of fully developed residential apartments after obtaining the Occupancy Certificate from the concerned Municipal Authority.
- (iii) In the event of LANDOWNER failing to refund the said interest free refundable security deposit in the above mentioned manner, the DEVELOPER shall be entitled to withhold delivery of possession of such number of Flats, whose value is equivalent to the amount refundable, when valued at sale price prevailing at the relevant point of time, till the LANDOWNER concerned refunds entire refundable deposit to the DEVELOPER. If such delay in refund exceeds period of six months, the DEVELOPER is entitled to sell such retained area and realize sale proceeds and adjust the same towards refund of such deposit and if any residue remains, the same shall be refunded to the LANDOWNER.

### 4. PERMISSION TO ENTER:

- (a) The DEVELOPER shall from the date of grant of license to enter upon the Schedule of Property as contemplated in this Clause, be deemed to have a license to implement the Project on the Schedule of Property and the DEVELOPER's right to carry out the construction and development works shall be continuous provided that the DEVELOPER duly observes and performs all its obligations as herein contained and the LANDOWNER shall not in any manner whatsoever obstruct the implementation of the Project.
- (b) The LANDOWNER shall not revoke the permission so granted, till the completion of the entire development as the agency created is one coupled with interest in so far as the DEVELOPER will be incurring expenditure for construction of the Residential Flats in the schedule of property, having been permitted to develop by obtaining permits, sanction plans, license etc. provided nothing herein contained shall be construed as delivery of possession of the schedule property in part performance of any Agreement of Sale under Section 53(a) of Transfer of Property Act 1908 or Section 2(47)(v) of Income Tax Act, 1961.
- (c) It is also agreed that the Schedule Land herein or any part thereof, by way of Sale, Mortgage (by way of deposit of title deeds or otherwise), Exchange, Lease, Gift or assignment, adjustment, Development Agreement cum General Power of Attorney or otherwise, as per the

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future plans or requirements of the Party of the Second part/DEVELOPER and to receive consideration in respect thereof and appropriate the same, to issue discharge receipts without having to account for the same, and to execute sale deeds or other conveyance in favor of third party purchasers and to present the same for registration and obtain registration and to deliver possession of the plotted areas to such third party purchasers.

**5. DEVELOPMENT ACTIVITY:**

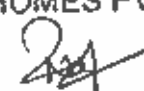
- (a) The DEVELOPER shall have the sole discretion in selection of construction materials, method of construction, equipment to be used for construction and other related techniques of construction etc. and that the LANDOWNER shall not interfere with the same. The quality of materials used shall conform to ISI codes or equivalent thereto and the same shall be branded products and shall be in conformity with the specifications laid down in Annexure-A.
- (b) The LANDOWNER shall extend full co-operation to the DEVELOPER to complete the development and completion of the Project undertaken by them/her/him. The LANDOWNER shall not create any impediments or obstructions in the way of the DEVELOPER in developing or constructing the Project.
- (c) The DEVELOPER may, at its discretion, agree to execute additional items of work as required by the LANDOWNER on a separate and mutually agreed terms/and/or rates.

**6. COMPLETION and PENEALTY:**

- (a) The DEVELOPER of Second Part shall complete the developmental works and the project and deliver the LANDOWNER'S share of saleable built-up areas comprising of Residential Flats within 4 (Four) years from the date of obtaining permit and sanction plans for construction from the concerned authorities. However the grace period of 6 (Six) months is allowed for completion of construction over and above the stipulated period.
- (b) In the event if the development activity is stalled on account of any third party claims over the property or due to any prohibition imposed by the Government or Court orders, the period consumed for clearance of such litigation or embargo shall be excluded from the above completion period and the period of completion will be correspondingly extended automatically without any further written consent from the LANDOWNER.
- (c) In the event of the DEVELOPER of Second Part not handing over the constructed areas allotted towards the share of the share of LANDOWNERS of First Part within the above stipulated period, the DEVELOPER of Second Part shall pay penalty @ Rs.5/- per each Sq.ft. per month in respect of the constructed areas not being delivered and

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such penalty shall be continued to be paid till the delivery of constructed areas.

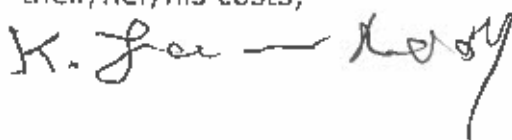
**7. FORCE MAJEURE:**

Notwithstanding anything contained under this agreement, the above stipulated time frame will be suitably extended, if the construction is not completed on account of unforeseen circumstances beyond the control of the DEVELOPER such as force majeure, act of god, natural calamities, war, strikes, agitations and further on account of restrictions and controls that may be put up by the government or the authorities or changes and amendments in the rules or regulations or in view of any prohibitory orders passed by the Hon'ble Courts or any third party claims over the schedule property by virtue of which the applications for permissions are not entertained and permissions and sanctions are not granted by the authorities and construction cannot be proceeded with or due to any other circumstances not attributable to any action of the DEVELOPER.

**8. OBLIGATIONS OF THE LANDOWNER:**

(a) The LANDOWNER further covenant as under:-

- (i) Not to create any encumbrance or charge on the Schedule of Property in favour of any third party in any manner whatsoever.
- (ii) To sign and execute all necessary document/s and papers as may be required for the purpose of perfecting the title vested with the DEVELOPER and or prospective purchasers, if any.
- (iii) To allow the DEVELOPER to construct on the Schedule of Property without any let or hindrance by the LANDOWNER or any third party claiming through them.
- (iv) To make out a good marketable right, title and interest to the Schedule of Property;
- (v) To provide the property for development in a contiguous and in condition fit for development of the proposed project and further to extend all co-operation and assistance to obtain sanction of permits and plans from the concerned authorities for the development and construction of the Project, at the cost of the DEVELOPER;
- (vi) Not to cause any let or hindrance for development of the Schedule of Property and the DEVELOPER have been permitted to enter into and develop the Schedule of Property as per the scheme of development agreed to under the terms of this Agreement.
- (vii) To carry out such acts, deeds and things as may be reasonably required by the DEVELOPER at the cost of the DEVELOPER in order to successfully develop the Schedule Property into the Project and the LANDOWNER shall rectify defects if any in their title to the Schedule of Property at their/her/his costs;



For VERTEX HOMES PVT LTD



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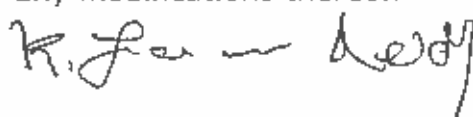


- (viii) In the event of any dispute with regard Title of Land owners to the schedule property with any third party/ies then it shall be settled by the land owners alone, in the event if LANDOWNER fails to settle the same in a reasonable time then the same shall be settled by the Developer in such circumstances any amount spent by the Developer in settling such issues shall be borne by the LANDOWNER alone or the same shall be adjusted from the share of the LANDOWNER allotted to under clause 2(a) in this agreement.
- (ix) Provided also that the LANDOWNER agrees and undertakes that they/he/she shall not in any way correspond in any manner whatsoever with the Government of India/Government of Telangana including the Urban Development Authority, Semi Government Offices, Statutory Offices, Bodies and other Authorities, Water Supply Company, Department of Telecommunication, Electricity Supply Company, Police Department, Airport Authorities, Fire Force Authorities and in all other government offices in respect of the powers conferred under this Development Agreement -cum- Power of Attorney, or otherwise countermanding or conflicting with any acts, deeds, matters and things done by the DEVELOPER pursuant to the said Power of Attorney, and the Powers of Attorney granted in terms hereof shall remain operative till the Project is completed and DEVELOPER's share of saleable built-up areas, parking areas and undivided interest being conveyed to the DEVELOPER or prospective purchasers.
- (x) In the eventuality of cancellation or rescission of this Agreement by any unforeseen reason before fulfilment of the terms, by the Party of the First part/owners the Party of the Second part/Developer shall be entitled to all the investment made by it from the Party of the First part/owners or his legal heirs or successors or nominees and for which Party of the Second part/Developer shall be entitled to all the legal remedies unless otherwise provided for in this Agreement separately.

#### **9. OBLIGATIONS OF THE DEVELOPER:**

The DEVELOPER shall, on its own and at its own cost and expenses, perform the following acts in connection with the development of the Schedule Property:-

- (i) To prepare and finalize the construction plans and applications required for the construction of the Project on the Schedule of Property including any modifications thereof.
- (ii) To take all necessary steps to prepare the required plans/ drawings/ designs/ applications for construction of the Project on the Schedule Property, as per all applicable building bye-laws, rules and regulations and submit the same to the concerned local municipal authorities and various government departments and authorities from whom licenses, sanctions, consents, permissions and no-objections and such other orders as may be required for the construction of the Project including any modifications thereof.



For VERTEX HOMES PVT LTD



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- (b) The DEVELOPER shall be entitled to enter into any separate Agreements of Sale in respect of any portion of saleable built-up areas, Residential Flats and undivided share of land, parking areas falling towards the share of the DEVELOPER. The DEVELOPER is also entitled to execute and register the Sale Deeds in favour of the prospective purchasers in respect of the saleable built-up areas/Flats together with proportionate undivided share of land allotted towards the share of the DEVELOPER and however such power to execute and register the Sale Deeds is in terms and to the extent of the GPA powers conferred infra. The DEVELOPER shall exercise full rights and ownership in respect of the undivided share of land and saleable built-up areas, parking areas allotted towards the share of the DEVELOPER and under no circumstances the Party of First Part/LANDOWNER shall interfere with the rights of the DEVELOPER in and over the areas allotted towards the share of the DEVELOPER.

**11. ORIGINAL DOCUMENTS:**

The LANDOWNER hereinabove today handed over all the original title deeds and other documents in respect of the schedule land to the DEVELOPER of the second part and the said documents shall be kept in the safe custody of the DEVELOPER to enable the DEVELOPER to produce such documents to the prospective purchasers and also for inspection by the representatives of the Banks or Financial Institutions from which the prospective purchasers may avail the housing loan facilities. After completion of the project, the DEVELOPER shall handover all the original documents to the Association to be formed and registered among the owners of the Complex as stated supra.

**12. PAYMENT OF DEPOSITS AND EXPENSES TOWARDS AMENITIES ETC:**

It is agreed among the Parties of First and Second parts that the ultimate purchasers of the Residential Flats in the Complex shall pay to the DEVELOPER of second part, the proportionate cost/charges payable towards amenities such as deposits/charges payable to the authorities for obtaining electrical supply, water connections and sewerage/drainage connection and cooking gas connection to the proposed complex and shall further pay their proportionate contribution towards club house (i.e., cost of construction of club house and equipment provided therein). Such amount shall be decided after receipt of the permissions from the authorities and shall be payable by the LANDOWNER or their/her/his successors-in-interest to the DEVELOPER before taking the delivery of such Residential Flats or at the time of alienation of Residential Flats by the LANDOWNER in favour of the prospective purchaser/s. In the event of retention of any of the Flats by LANDOWNER, the LANDOWNER shall pay such contribution in respect of such Flats to the DEVELOPER at the time of delivery of such Flats to the LANDOWNER.

**13. BORROWINGS:**

- (a) The DEVELOPER is entitled to obtain loans and advances from the Banks or Financial Institutions if required for the construction of the Project by way of project loans/funding by offering as security its rights under this Agreement, as indicated below and on the security of its Residential



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Flats with undivided share of land in the Schedule property and/or the DEVELOPER's share in the Project being constructed on the Schedule Property and for such purpose if such Banks or Financial Institutions stipulates a condition for depositing of original title deeds of the Schedule property, the DEVELOPER is empowered to deposit the same and however the charge can be created only on the DEVELOPER's share in favour of such Banks or Financial Institutions and no charge shall be created on the LANDOWNERS' share. However the LANDOWNER agrees and undertakes to execute any such documents in favour of the Banks for deposit of title deeds.

- (b) The DEVELOPER further assures and covenants with the LANDOWNER that all such borrowings and liabilities created for the development of the Schedule Property shall be the sole responsibility of the DEVELOPER and there shall absolutely be no personal liability of the LANDOWNER with regard to any such debts and in the event of default in repayment by the DEVELOPER, recovery shall be enforced only against the DEVELOPER and its properties.
- (c) The Party of the First part/owner/s covenant and permit the Party of the Second Part/DEVELOPER to obtain/raise loans and advances from the Banks or Financial Institutions for any purpose which shall be for the sole advantage of the Party of the Second part/DEVELOPER or for the speedy completion of the Project herein without affecting the Party of the First part/Owner's rights and share by way of Loans/funding/Financial assistance by offering as security of the Party of the Second part/DEVELOPER'S share either by way of equitable mortgage by deposit of title deeds pertains to the Party of the Second part/DEVELOPER share or any other mode, its rights under this Agreement, as indicated below and on the security of its share in the Schedule Property and however the charge can be created only on the Party of the Second part/DEVELOPER'S share in favor of such Banks or Financial Institutions and no charge shall be created on the Party of the First part/Owner share under any circumstances, the Party of the First part/Owner share shall not be affected. In terms of the Powers conferred upon the DEVELOPER, the DEVELOPER shall be entitled to deposit the original title deeds of the schedule site and also Original Principal Agreement acting as the Lawful Attorney/Agent of the Owner (s) and also to sign and execute all such necessary deeds including the Memorandum of Deposit of Title Deeds or any other such document/s executed in evidence of creation of equitable mortgage, and to present such Memorandum of Deposit of Title Deeds or Simple Mortgage Deed, as the case may be, before the concerned Registering Authority and to admit the registration thereof and to comply with all statutory formalities for getting the registration of the deeds. Such funds shall be utilized only for the purpose of this property and its development and not for any other purpose.

**14. PAYMENT OF MAINTENANCE CHARGES:**

- (a) All the purchasers of the Flats in the Complex including the purchasers from out of the share of the LANDOWNER shall pay to the DEVELOPER maintenance charges of the common amenities per month. In the event

*K. J. A. Reddy*

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of retention of any of the Flats by LANDOWNERS, the LANDOWNERS shall pay such maintenance charges in respect of such Flats to the DEVELOPER. However the DEVELOPER shall be absolutely entitled to enhance the above monthly maintenance charges from time to time depending on the increase in the expenses to be incurred for maintenance of common amenities.

- (b) The prospective purchasers/retainers of Flats in the complex shall regularly pay the maintenance charges every month irrespective of the fact whether possession of such flat being taken or not and occupied the Flat or not by such prospective purchaser/retainer of such Flat.
- (c) If the possession of the Flat is taken delivery by the LANDOWNERS and/or prospective purchaser/s, in such an event, the LANDOWNERS and/or prospective Purchaser/s of the Flat shall regularly pay the maintenance charges per month to the DEVELOPER with effect from the date of possession of such apartment.

**15. INDEMNITY:**

- (a) The parties hereto shall keep each other fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings, that may arise against either party on account of any act of omission or commission on the part of either party or on account of any failure on the part of either party to discharge its liabilities/obligations herein.
- (b) The LANDOWNER shall indemnify and keep the DEVELOPER of the Second Part indemnified for any loss or damage suffered on account of deficiency or defect in title of the LANDOWNER in and over the schedule of property entrusted for development. Any litigation by any third party regarding the schedule of property or by virtue of which the development cannot take place, it is the sole responsibility of the LANDOWNER to resolve such disputes at their own cost and efforts.

**16. NAME OF THE PROJECT:**

The DEVELOPER has named the proposed residential project as "**VERTEX PRISTINE**" and Parties of the first part shall not change or subscribe to the change of the name of the Project at any point of time.

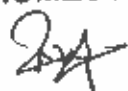
**17. PAYMENT OF GST, STAMP DUTY, REGISTRATION CHARGES AND OTHER DUTIES::**

- (a) Any taxes leviable including GST or any other taxes to be levied as per future legislations on account of entrusting the Schedule Land herein for development purposes, the same shall be paid by the LANDOWNER herein.
- (b) The prospective purchasers of the Residential Flats in the complex shall bear and pay the GST and/or any other taxes as levied by the authorities. The Parties herein can recover such GST payable from



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