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10091/2021. Sheet 4 of 18

Joint SubRegistrar2
Ranga Reddy (R.O)



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**NOW THIS DEVELOPMENT AGREEMENT-CUM-GPA WITNESSETH AS
FOLLOWS:-**

1. That the First party do hereby grant and allow the DEVELOPER and authorize and empower the DEVELOPER, to develop the Schedule property at the DEVELOPER's cost into Multi Storied Residential Apartment and to undertake all necessary and incidental works in respect thereof i.e., to Survey the land, engage Architects, Contractors, Workers, Agents and any other acts required for the purpose of construction activities.
2. That in consideration of the DEVELOPER developing and constructing such structures as may be permitted on the Schedule property, the First party hereby agree to sell, transfer, convey, assign proportionate rights over the Schedule property to which the Second Party is entitled to under this Agreement to such purchaser or nominees of the DEVELOPER as the DEVELOPER specify and for that purpose, shall execute all such deed/s and/or document/s as would be necessary for conveying the schedule Property, subject to the other terms contained in this Agreement.
3. It is agreed between the parties herein that after obtaining the necessary approvals to the plans from the concerned authorities, the DEVELOPER shall allocate the separate shares to the First party as per the agreement arrived between the parties as retained hereunder and they shall be absolute Owners of the respective extents of the constructed area along with proportionate undivided share of land in the scheduled Property. The allotment and any variation in the terms and conditions of this Development agreement to meet future contingencies or eventualities necessitating such modifications shall be made by executing Supplementary agreement or Memorandum of Understanding by mutual consent of the parties.
4. It is agreed by the parties that in consideration of the First party permitting the DEVELOPER to undertake the development of the Schedule property and the DEVELOPER constructing Multi Storied Residential Apartment, the Owner and DEVELOPER have agreed to share the Schedule property and the constructed area thereon as detailed below:-

1. C. Chittamma

2. G. Chetty

3. V. Indira Devi

4. [Signature]

For ANUHAR HOMES PVT. LT.

[Signature]
Managing Director

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Sl No.	CONSTRUCTION OF	LAND OWNERS & DEVELOPERS' SHARES
1	Construction of Apartments Consisting of Cellar + Stilt + 10 Floors	40 % of the total Construction area - LAND OWNERS share
2	Construction of Apartments Consisting of Cellar + Stilt + 10 Floors	60 % of the total Construction area - Developers' share

And the first party has all the rights to use this space as per his requirement and convenience inclusive of personal use, lease or sale. This has been clearly understood by the parties and the flat Owner in future will not have any objection what so ever on this agreed point. The society if formed after all the flats are sold out will not have any objection or raise any questions on the above said premises allotted to first party. And the Parking space allotted to LAND OWNERS and Developer as per their ratio.

5. That the said DEVELOPER is authorized to execute the documents of sale deeds / conveyances of his share of 60 % in the said apartment Flats to the prospective purchasers independently, while representing as agent of the OWNERS and the OWNERS shall independently execute the documents of his share Flats. However the DEVELOPER is authorized to execute the documents in respect of his allotted share independently. Subject to both the parties shall enter into supplementary deed to the Development Agreement for identifying their respective flats as per their ratio.
6. The Residential Apartment complex shall be named as "GAUTAMI HEIGHTS". That the Development of the Schedule property shall be done in the following manner:-
 - a) The Development shall be in conformity with the statutory regulations.
 - b) Under the Development plan the Schedule property shall consist of:
 - Multi Storied Residential Apartment shall be demarcated and divided into such areas as the DEVELOPER may determine to be best suited for the development of the Schedule property.

1. C. Chittamma

2. E. N. 7

3. V. Chandrasekhar

4. Chandrasekhar

For ANUHAR HOMES PVT. LT.

Harish
Managing Director

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- c) The DEVELOPER shall construct the Multi Storied Residential Apartment, such structures as the DEVELOPER may determine to be best suited.
 - d) The DEVELOPER shall construct or cause to be constructed such buildings and structures as are required under the development plan.
 - e) The Multi Storied Residential Apartment is agreed to be kept joint and the First party and DEVELOPER are entitled for a share in the constructed area as detailed in Clause '4' above.
 - f) The parties herein above further declare and confirm that the elevation/ Architectural designs proposed by the DEVELOPER shall be final and under no circumstances the elevation pattern be altered or changed or modified in respect of any individual.
7. That the First party shall sign all the plans, forms, affidavits, declarations, undertakings, petitions etc., which may be necessary for obtaining permissions and clearances for the construction of the project and the DEVELOPER, shall obtain all such permissions and clearances in the name of the First party at the cost of the DEVELOPER.
 8. That the First party shall pay all taxes, cess and demands etc., in respect of the Schedule property up to the date of this agreement and thereafter the DEVELOPER shall be responsible for the said taxes, cess, demands etc., till the date of handing over the constructed area to the First Party in all aspects and later the First Party should pay such taxes/cess etc., to the local and/or Government authorities in respect of the area coming over to the First Party.
 9. After the accord of sanction for the construction by GHMC, HMDA or other concerned authorities, the First party and the DEVELOPER shall, after mutual consultation with each other, execute Supplementary agreement of allotment and the same shall be treated as part of this Development agreement.
 10. That after the allotment and division of units in the manner prescribed herein, the First party shall at any stage thereafter, be at liberty to sell their share of the super built up area allotted to them in the Residential Apartment and to enter into any deal or arrangement. The DEVELOPER shall, subject to the covenants herein, fully co-operate with the First Party by helping them to deal with such parties.

1. C. Chittamma

2. [Signature]

3. V. Indira Devi

4. [Signature]

For ANUHAR HOMES PVT. LT.

[Signature]
Managing Director

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11. That similarly the DEVELOPER, after the allotment and division of units, shall be at liberty to sell its allotted share or portion thereof in the Multi Storied Residential Apartment and to enter into any agreement for the allotment of its units of the constructed area at such price or on such terms and conditions the DEVELOPER may think fit subject to the covenants containing in this agreement. The First party shall, however, subject to the covenants herein fully co-operate with the DEVELOPER in helping them to deal with such parties.
12. It is further agreed between the parties that the deposit amount payable to the GHMC, H.M.D.A., H.M.W.S. & S.B., T.S.S.P.D.C.L. or any other concerned authorities towards Water and Electricity connection charges and Transformer for the Apartment, shall be borne by the DEVELOPER (Second party) alone. And the cost of all the electrical lines to be laid in the project and the water fittings, pipelines to be laid in the project and providing lift and generator shall be borne by the DEVELOPER alone at its own cost. The First party or their Vendees shall not be liable to contribute any amount falling into his share of the construction area.
13. That the DEVELOPER shall construct the proposed Multi Storied Residential Apartment at its own cost, responsibility and expenses. The development shall be completed in the manner provided under these presents within **36 months** from the date of obtaining permission from the concerned authority. However, The Developer shall obtain permissions within 6 Months from the date of this Agreement. In case if the project is delayed beyond **36 Months**, a maximum period of **Six (06) Months** will be given as a grace period and even after the grace period of **Six (06) Months** if the DEVELOPER is unable to complete the construction thereof, the DEVELOPER will be liable to pay damages to the First party @ Rs. 10/-per Square Foot per month for the delayed period in respect of the area that is not completed and delivered to the First party. However, the said delay shall not exceed more than one year under any circumstances.
14. If the project is delayed due to any disputes in the title of the First Party relating to the scheduled property in a comprehensive suit on account of orders of Court staying the construction, such period may be excluded in completing the period of construction under above clauses.

1. C. Chittambar

2. E. N. Y

3. V. G. Indira Devi

4. S. S. S. S. S.

For ANUHAR HOMES PVT. LT

Harish
Managing Director

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15. The DEVELOPER shall be entitled to enter into separate contracts in its own name with the building contractors, architects and others for carrying on the said development.
16. The DEVELOPER ensures that in respect of all the Flats to be constructed including the Flats to be allotted to the First party proportionate car parking as per the share of the First Party shall be allotted to the First Party for each Residential Flat. It is further agreed that the DEVELOPER shall be liable to pay all charges in respect of all constructed areas including the areas to be allotted to the First party for the purpose of water, Drainage, Electricity, Generator room and Firefighting equipment.
17. The DEVELOPER shall make available to the First party one complete set of sanctioned plans, working drawings and other connected documents and drawings along with the complete specifications
18. That the DEVELOPER shall be entitled to put up and permit to be put up advertisement boards upon the Schedule property and the First party shall not be entitled to raise any objection in respect thereof, till the completion of Residential Apartments.
19. The DEVELOPER shall indemnify and keep indemnified the Owner against all losses, damages, costs, charges, expenses that will be incurred or suffered by the Owner on account of or arising out of any breach of any of these terms or any law, rules and regulations or due to accident or any mishap during construction or due to any claim made by any third party in respect of such construction or otherwise howsoever. The DEVELOPER shall alone be liable for all acts of commission or omission during the execution of the project.
20. The DEVELOPER shall keep the First party saved, harmless and indemnified in respect of any loss, damage, costs, claims, charges and proceedings, claims and demands of the suppliers, contractors, workmen and agents of the DEVELOPER on any account whatsoever, including any accident or other loss, any demand and or claim made by the prospective purchasers of the DEVELOPER's allocation.

1. C. Chittamona

2. G. Ch

3. V. Indira Devi

4. [Signature]

For ANUHAR HOMES PVT. LT.

[Signature]
Managing Director

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