

01

2343/2020

Page 1 of 1

भारतीय गैर न्यायिक

एक सौ रुपये

Rs. 100

रु. 100



ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

తెలంగాణ తెలంగాణ TELANGANA

SL No: 2395 Date: 11/2019 Rs. 100/-

Sold To: K. Vijaya Lakshmi

S/o: Y.S. Ramesh

For Whom: M/s. Cluster Grove

P.KAVITHA

LICENCED STAMP VENDOR

L.No: 15-21-002-2013

Ren.No: 15-21-039-2016

11, No. 24-251, Plot No. 131, Shirdi Sai Baba Nagar

LD.A. Jeedimetla, Quakbolapur, MMDistrict

Cell No. 9908088744

Round Construction

DEVELOPMENT AGREEMENT CUM-
GENERAL POWER OF ATTORNEY

This Development Agreement Cum General Power of Attorney is made and executed on this the 18th day of NOVEMBER, 2019, by and between:

- (1) Smt. T. SUJATHA W/o. Sri. T. BUTCHA REDDY, aged about 60 Years. Occ: House wife, R/o. H.No 3-4-853, Flat No.503, Himasai Enclave, Barkathpura, Hyderabad- 500 027. presently residing at 2250, Rosecroft Ter Cumming, Georgia-30041, USA. Aadhaar No. XXXX XXXX 8231 Passport No: J7183501, Ph No. 9885022366
- (2) Smt. MANDA.RADHA W/o. Sri. M. RAVINDER REDDY aged about 57 Years, Occ: Business, R/o.H.No.2-2-3/A/2, Plot No.C64, Flat No.403, Apurupa Apartments, Near Ahobilmatt Temple, DD Colony, Hyderabad-500 007. presently residing at 23378, Berkeley Meadows Dr, Ashburn, Virginia-20148, USA Aadhaar No. XXXX XXXX 8231 Ph No. 9490792306

1. T. Sujatha
2. M. Radha
3. R. Divya

4. [Signature]
5. [Signature]
6. E. Sirisha

ATTESTED
M.B. SANTOSH KUMAR
ADVOCATE & NOTARY

For M/s. Cluster Grove Constructions
K. Vijaya Lakshmi
Managing Partner

For M/s. Cluster Grove Constructions
[Signature]
Partner

SIGN'S OF FIRST PART

SIGN'S OF SECOND PART

Presentation Endorsement:
Presented in the Office of the Sub Registrar, Gadagkar along with the Photographs & Thumb Impressions as required.
Under Section 72-A of Registration Act, 1908 and fee of Rs. 2000/- paid between the hours of 4 and

Signature/Ink Thumb
Impression

Photo

Address

J. A. Jones

Handwritten signature: *[Signature]*

K. Vijaya Sankar

6. Van der Vliet

REP.BY.SPA HOLDER GUDA
SURENDER REDDY[R]R.HARISH
REDDY
RAYINDER REDDY

Validation file No. 337/E/val/2020 date 20/01/2021
Regd. at Civil Registry Madurai. Melkagiri

Andersen

4-2-1910 July

M. B. SANTOSH KUMAR
ADVOCATE & NOTARY
WGS, Madhav Nagar,
CHANDRABAG

Scanned with CamScanner

- (3) **Sri Dr. GUDA RAJESWAR REDDY S/o. Sri. GUDA SURENDER REDDY**, aged about 35 Years, Occ: Doctor :, R/o.H.No.1-2-43, Flat No.102, S R Park View Apts, Road No.2, Kakathiya Nagar, Habsiguda, Secunderabad-500007. Aadhaar No. XXXX XXXX 9491
- (4) **Sri. ALETI DEVENDER REDDY S/o MALLA REDDY**, aged about 67 Years, Occ: Business, R/o.H.No.1-8-463, Balasamudram, Hanmakonda, Warangal-506001, Telangana, Aadhaar No. XXXX XXXX 9114
- (5) **Sri. R.HARISH REDDY S/o RAVINDER REDDY**, aged about 39 Years, Occ :Software Engineer, R/o. H.No.1-7-34/1, S.S Nagar, Habsiguda,Secunderabad-500 007, presently residing at 4050,Winterberry Road, Cumming, Georgia-30040, USA, Aadhaar No. XXXX XXXX _____
Passport No: P7084477, Ph No: 8008388222
- (6) **Smt E. SIRISHA REDDY W/o E.RAGHUVIEERA REDDY**, aged about 35 Years, Occ : Software Engineer, R/o.H.No.12-12-588/H/3, Nagarjuna Nagar, Tarnaka, Secunderabad-500017, presently residing at 2328 Boatman Dr, Little ELM, TX-75068, USA, Aadhaar No. XXXX XXXX _____
Passport No: J3906806, 9989144393

Hereinafter called the "LAND OWNERS" which term shall mean and include all his/her/their legal heirs, representatives, executors, administrators and assignees etc., of the FIRST PART.

AND

M/s. CLUSTER GROVE CONSTRUCTIONS, Represented by its Managing Partner: **Smt. K. VIJAYA LAKSHMI W/o. Sri. Y.S RAMESH**, aged about 55 Years, Occ: Retired Engineer, R/o. H.No. 1-67/BVH/106, FLAT NO: 106, Buddha's Virtue Heights, Miapur, Hyderabad-500 049, and it's Partners **Smt K.KANKADURGA W/o Sri. K. RAJENDRA PRASAD** aged about 55 Years, Occ : Business, R/o. H.No.6-5-422, Phase V, Vaniasthalipuram, Hyderabad- 500 070 and **Sri Y.S Ramesh S/o Late Y.S Srihari** aged 59 years R/o. H.No. 1-67/BVH/106, FLAT NO: 106, Buddha's Virtue Heights, Miapur, Hyderabad-500 049. PANNo. AA0FC7564M Ph No: 9849909757

Hereinafter called the "SECOND PARTY/DEVELOPER" which term shall mean and include all his/her/its legal heirs, representatives, executors, administrators and assignees etc., of the OTHER PART.

WHEREAS the **Land Owner No. 1 of First Part** herein is the absolute owner, peaceful possessor and Purchaser of the land admeasuring **Ac.0.15.5 Gts or 1875.5 Sq.yds in Sy No.5, Ac.0.04.5Gts or 544.5 Sq.yds in Sy No.6 and 0.0082gts or 100 Sqyds in Sy No.6/Part** thus totally admeasuring to **Ac.0.20.082Gts or 2520.33 Sq.yds** situated at **ANNOJIGUDA VILLAGE**, Ghatkesar Mandal, Medchal-Malkajgiri District, having purchased through

1. T. Sujatha.

4. Allen

2. M. Radha

5. R. Harish Reddy

3. E. Sirisha

6. E. Sirisha

ATTESTED
M.B. SANTOSH KUMAR
ADVOCATE & NOTARY
West Marredchal, H.E.

For M/s. Cluster Grove Constructions

For M/s. Cluster Grove Constructions

For M/s. Cluster Grove Constructions

1. K. Vijaya Lakshmi

2. Allen

Y.S. Ramesh

Managing Partner

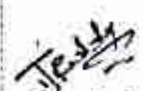
SIGN'S OF SECOND PART

Partner

19/1/2020

Bk - 1, CS No 559/2020 & Doct No

23431 2020. Sheet 2 of 15 Sub Registrar, Ghatkesar

Sl No	Code	Thumb Impression	Photo	Address	Signature/Thumb Impression
8	EX			MANDA RADHA W/O. M. RAVINDER REDDY H.NO 2-2-31A/2 PLOT NO. 004 FLAT NO. 403 AFURUPA APARTMENTS DO COLONY HYDERABAD. PRESENTLY 23378 BERKELEY MEADOWS ASHBURN USA	
9	EX			JILLELA DAYAKAR REDDY (R.T. SUJATHA T. BUTCHA REDDY) H NO 7-43 BACHANNAPETA, WARANGAL DIST	

Identified by Witnesses:

Sl No	Thumb Impression	Photo	Name & Address	Signature
1			B SHIVA KUMAR R/O SEC BAD	
2			M RAVINDER REDDY R/O HYD	

27th day of January, 2020

Signature of Sub Registrar
Ghatkesar

E-KYC Details as received from UIDAI:

Sl No	Aadhaar Details	Address	Photo
1	Aadhaar No: XXXXXXXX6151 Name: Jillela Dayakar Reddy	S/O Mohan Reddy, Bachannapet, Warangal, Andhra Pradesh, 508221	
2	Aadhaar No: XXXXXXXX8231 Name: Manda Radha	W/O Manda Ravinder Reddy, Hyderabad, Hyderabad, Andhra Pradesh, 500007	
3	Aadhaar No: XXXXXXXX6553 Name: Emmadi Vasu Deva Reddy	S/O Late E Veera Reddy, Secunderabad, Hyderabad, Andhra Pradesh, 500014	
4	Aadhaar No: XXXXXXXX9114 Name: Ateli Devendar Reddy	S/O Ateli Mahave Reddy, Hanamkonda, Warangal, Telangana, 506001	

ATTESTED

M.B. SANTOSH KUMAR
ATTORNEY & NOTARY

Secunderabad

Generated on: 27/01/2020 04:38:05 PM

OFFICE OF
The Seal of

registered Sale Deeds vide Document Nos. 7209/2001, dt: 29.12.2001, and 4815/2012, dt:10.12.2012, both are duly registered at S.R.O Ghatkesar.

Whereas the **Land Owner No. 2 of First Part** herein is the absolute owner, peaceful possessor of the land admeasuring **Ac.0.15.5Gts or 1875.5 Sqyds** in Sy.No.5/LU/EE and **Ac.0.04.5Gts or 544.5 Sq.yds** in Sy.No.6/E/EE/1/E and **Ac.0.0082 Gts or 100.33 Sq.yds** thus totally admeasuring to **Ac0.20.82Gts or 2520.33 Sq.yds** in Sy No. 6(P) situated at **ANNOJIGUDA VILLAGE**, Ghatkesar Mandal, Medchal-Malkajgiri District having acquired through registered Gift Deeds vide Document Nos.6456/2019, dt:27.06.2019, and 10996/2019, Dt:04.11.2019 both duly registered at S.R.O Ghatkesar.

WHEREAS the **Land Owner No.3 of First Part** herein is the absolute owner, peaceful possessor and Purchaser of the land admeasuring **Ac.0.005Gts or 60.5Sq.yds** in Sy.No. 4, **Ac.0.005 or 60.5 Sq.yds** in Sy.No.5, **Ac.0.08.5Gts or 1028.5Sq.yds** in Sy.No.6 and **Ac.0.0082Gts or 100.33 Sqyds** in Sy.No.6/Part thus totally admeasuring to **Ac.0.10.32Gts or 1249.33 Sq.yds** situated at **ANNOJIGUDA VILLAGE**, Ghatkesar Mandal, Medchal-Malkajgiri District having purchased through registered Sale Deeds vide Document No.2987/2012, dt:09.08.2008 and 4815/2012, dt:10.12.2012, both are duly registered at S.R.O Ghatkesar.

WHEREAS the **Land Owner No.4 of First Part** herein is the absolute owner, peaceful possessor and Purchaser of the land admeasuring **Ac.0.20Gts or 2420 Sq.yds** in Sy.No.5 and **Ac.0.0082 or 100.33 Sq.yds** in Sy.No.6/Part thus totally admeasuring to **Ac.0.20.82Gts or 2520.33 Sq.yds**, situated at **ANNOJIGUDA VILLAGE**, Ghatkesar Mandal, Medchal-Malkajgiri District, having purchased through registered Sale Deeds vide Document No.10095/2003, dt: 30.08.2003, and 4815/2012, dt:10.12.2012, both are duly registered at S.R.O Ghatkesar.

WHEREAS the **Land Owner No.5 of First Part** herein is the absolute owner, peaceful possessor of the land admeasuring **Ac.0.08Gts or 968 Sq.yds** in Sy.No.5/E and **Ac.0.02Gts or 242 Sq.yds** in Sy.No.6/AA thus totally admeasuring to **Ac.0.10Gts or 1210 Sq.yds** situated at **ANNOJIGUDA VILLAGE**, Ghatkesar Mandal, Medchal-Malkajgiri District, having acquired through succession from his mother **LATE R. JANABAI ALIAS CHELIMELA JANA BAI W/O LATE RAVINDER REDDY** vide certificate No.B/1281/2012, dt.11.06.2013 in turn **LATE R. JANABAI ALIAS CHELIMELA JANA BAI W/O LATE RAVINDER REDDY** having purchased through registered Sale Deed vide Document No.7209/2001, dt: 29.12.2001, duly registered at S.R.O Ghatkesar.

1. T. Sujatha.

2. M. Raghu

3. E. Srinidhi

4. [Signature]

5. R. Harish Reddy

6. E. Srinidhi

ATTESTED

M.B. SANTOSH KUMAR

ADVOCATE & NOTARY

Medchal-Malkajgiri

Medchal-Malkajgiri

Medchal-Malkajgiri

For M/s. Cluster Grove Constructions

H. Vijaya Lakshmi

Managing Partner

For M/s. Cluster Grove Constructions

[Signature]

SIGN'S OF FIRST PART

For M/s. Cluster Grove Constructions

[Signature]

SIGN'S OF SECOND PART

Partner

[Signature]

Partner

WHEREAS the Land Owner No.6 of First Part herein is the absolute owner, peaceful possessor of the land admeasuring **Ac.0.07.5Gts or 907.58sqyds** in Sy.No.5/E, **Ac.0.02.5Gts or 302.5 Sq.yds** in Sy.No.6/AA and **Ac.0.0082Gts or 100.33Sq yds** thus totally admeasuring to **Ac.0.10.82Gts or 1310.33 Sq.yds** situated at **ANNOJIGUDA VILLAGE**, Ghatkesar Mandal, Medchal-Malkajgiri District. Having acquired through succession from her mother **LATE R. JANABAI ALIAS CHELIMELA JANA BAI W/O LATE RAVINDER REDDY** vide certificate No.B/1281/2012, dt.11.06.2013 in turn **LATE R. JANABAI ALIAS CHELIMELA JANA BAI W/O LATE RAVINDER REDDY** having purchased through registered Sale Deeds vide Document No.7209/2001, dt: 29.12.2001, and 4815/2012, dt:10.12.2012, both are duly registered at S.R.O Ghatkesar.

WHEREAS the land owners from 1 to 6 of the **First Part** after negotiating with the Developers/**Second Part** agreed to offer an extent of **11330.65 Sq.yds** for the construction of Residential and Commercial Complex, Club House and swimming pool as per plans sanctioned by **HMDA** (Hyderabad Metropolitan Development Authority).

WHEREAS the developers of **Second Part** have accepted above offer and agreed to undertake the Construction of the Residential and Commercial Complex, Club House and swimming pool as per plans sanctioned by **HMDA** (Hyderabad Metropolitan Development Authority) by investing its own funds, care and supervision.

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

1. The Developers/**Second Part** shall prepare a comprehensive plan for the construction of the Residential and Commercial Complex, Club House and swimming pool over the land of the schedule property and shall submit the plans along with necessary application forms and papers to the HMDA/Concerned Authorities and get them sanctioned. It is specifically agreed between the parties that the apartments to be constructed in Two separate Blocks as "**Residential Block and Commercial Block**" on schedule property.

1. T. Sujatha.

2. M. Radha

3. R. V. S. S. S.

For M/s. Cluster Grove Constructions
K. Vijaya Varshini

Managing Partner

4. [Signature]

5. R. V. S. S. S.

6. E. S. S. S.

For M/s. Cluster Grove Constructions

2. [Signature]

SIGN'S OF FIRST PART

For M/s. Cluster Grove Constructions

SIGN'S OF SECOND PART

Partner

ATTESTED

M.B. SANTOSH KUMAR
ADVOCATE & NOTARY
West Marredpally,
HYDERABAD

2. The expenses for the preparation and sanction of the said plan and the necessary fees to the HMDA/Concerned Authorities and the other concerned authorities shall be incurred by the **Developers/Second Part**.
 - a) It is agreed between the parties that the sharing ratio of **32%** to the **Land Owners of First Part** and **68%** to the **Developers/Second Part** in residential Blocks and **40%** to the **Land Owners** and **60%** to the **Developers/Second Part** in Commercial Block.
3. The **Land Owners of First Part** shall not interfere in the construction activity in any manner or obstruct the **Developers/Second Part** in taking decisions, enter into commitments contrary to these presents etc. However **Land Owners of First Part** are entitled to make periodical visits to oversee the progress of development activity and verification of specifications agreed between parties.
4. It is agreed between **Land Owners and Developers** that if the construction is stopped or delayed due to any defect in the title or any claims made by any third parties, the Land Owners of First Part will be held responsible for damages suffered by the Developers/Second Part and both the parties mutually resolve the dispute/claims.
5. That the Developer agreed to mortgage the respective property in favour of concerned authorities/HMDA in proportionate to his share for getting requisite approvals.
6. The **Land Owners of First Part** are not be made responsible for any of the taxes such as income-tax, wealth tax, GST or any other taxes., to be paid in respect of flats sold by the Developer/Developers/Second Part of its respective share. The Developer/Second Party, or prospective purchasers shall alone be responsible for payment of such taxes. However the Land Owners/Land Owners of First Part shall be responsible for their share of flats sold and if any excess area falling to the share of owner to developer, it shall be reimbursed at the agreed cost between the Land owner and developer.

1. T. Subatha.

2. M. Radha

3. N. Srinivasulu

For M/s. Cluster Grove Constructions

1. *Vijaya Varshini*

Managing Partner

4. *[Signature]*

5. *R. Jain Reddy*

6. E. Srinidha

ATTESTED

M.B. SANTOSH KUMAR
ADVOCATE & NOTARY
West Marredupally,
CHENNAI

SIGNS OF FIRST PART

For M/s. Cluster Grove Constructions

For M/s. Cluster Grove Constructions

2. *[Signature]*

SIGNS OF SECOND PART

Partner

Partner

7. The **Land Owners of First Part** hereby agree and undertake not to sell, deal with, dispose of, alienate or otherwise enter into agreements, in respect of the land with any person or persons, or act in any manner inconsistent with or prejudicial to or in contravention of declaration made in the Agreement. Both the parties are entitled to and empowered to deal with disposal of the developed area fallen to respective share along with proportionate and undivided extent of land in schedule property as they desire.
8. The **Developers/Second Part** shall take total responsibility of the construction as per sanctioned plan and discharge the loans and charges and the **Land Owners of First Part** shall not be made responsible for or liable for any defects of the **Developers/Second Part** in Developing/constructing the said complex.
9. The Land Owners of First Part hereby assures and covenants with the Developers/Second Part as follows:
 - a) That the Land Owners of First Part are the sole, absolute and exclusive owners herein and there are no other person or persons having any manner of right, title, share, claim or interest in the said property.
 - b) That there are no prior agreements, court orders, attachments, disputes, or litigations or any tax and or revenue attachments or notices of requisitions or acquisitions from Government or tax or other authorities in respect of the said property or relating thereto.
10. In consideration of the Land Owners of First Part having granted absolute rights to the Developers/Second Part to develop the property. The Developers/Second Part hereby agrees and covenants to give the Land Owners of First Part their share as follows:
11. Further the Developers/Second Part shall with its own funds construct and deliver **32% in Residential** and **40% in Commercial** and of super built up area on the schedule property to the Land Owners of First Part in lieu of the development rights granted to Developers/Second Part by the Land Owners of First Part includes common area, circulation areas, proportionate undivided share of land etc and proportionate parking area. The remaining entire construction i.e., **68% in Residential** and **60% in Commercial** of super built up area shall be the property of Developers/Second Part and have a right to alienate the same to

1. T. Sujatha.

2. M. Radha

3. R. Srinivasulu

For M/s. Cluster Grove Constructions

K. Vijaya Varshini

Managing Partner

4. [Signature]

5. R. Harin Reddy

6. E. Srinivasulu

For M/s. Cluster Grove Constructions

[Signature]

SIGN'S OF SECOND PART
Partner

ATTESTED

M.B. SANTOSH KUMAR
ADVOCATE & NOTARY

West Marredpally,
SIGN'S OF FIRST PART

[Signature]
Partner

prospective purchasers. And the Division of the flats in **Residential and Commercial Block** between the Land Owners No. 1 to 8 and Developer on mutual understanding is as follows:

12. The entire cost of the construction of Residential and commercial Apartments Complex till it is completed and all costs of proceeding in relation to the proposed construction shall be borne by the Developers/Second Part only.
 - a) The Developers/Second Part agrees to provide the water connection, electricity connection, drainage connection with valid permission from concerned departments and agrees to bear all expenditure incurred towards the above said connections to the share of First Party.
13. The Land Owners of First Part hereby authorizes the Developers/Second Part to procure the customers for flats and to enter into Agreement of sale with such customers collect advances and to issue valid receipts to such purchasers of flats for the share of **68% residential and 60% commercial** built up area of Developers/Second Part, including common area, circulation area and proportionate parking area.
14. The Developers/Second Part either during the construction, or after the completion of the construction, shall be entitled to enter into the agreement of sale and obtain advances, from the customers on the purchase of constructed space and other spaces falling to the share of second party.
15. The Developers/Second Part shall apply for the required permissions/NOC/Sanctions for construction within 3 months from the date of this agreement.
16. The Developers/Second Part shall complete the construction of the proposed Residential complex within **48 months** from the date of final approval of permission. However **6 months** grace period shall be given to the Second party. The developer agrees to handover the owner allotted flats as well as prospective purchaser flats of the developer share with in the stipulated period as mentioned above.

1. T. Srinatha

2. M. Radha

3. M. Srinatha

4. M. Srinatha

5. R. Srinatha

6. E. Srinatha

ATTESTED

M.B. SANTOSH KUMAR
ADVOCATE & NOTARY
West Marredpally,
HYDRAABAD

For M/s. Cluster Grove Constructions
M. Vijaya Ramesh
Managing Partner

SIGN'S OF FIRST PART
For M/s. Cluster Grove Constructions
M. Srinatha
Partner

SIGN'S OF SECOND PART
For M/s. Cluster Grove Constructions
M. Srinatha
Partner

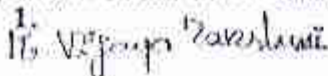
17. The Developers/Second Part are liable to pay the damages of Rs.3/-per Sq.ft on the Plinth area of that property per month in case of the non delivery of the owners share to Land Owners of First Part . And at the time of handing over the owners share NOC shall be provided to the Land Owners of First Part.
18. That the Developer has deposited an amount of **Rs.60,00,000/- (Rupees Sixty Lakhs Only)** to the Landowners No.1 to 6 of Land Owners of First Part as per their proportionate share as refundable deposit with interest free and return the same at the time of delivery of possession. The Landowners hereby admit and acknowledge the receipt of the said amount.
19. The Developers/Second Part shall strictly adhere to the provisions of RERA(Real Estate Regulation Act) Act.

1. T. S. Sathya

2. M. Radha

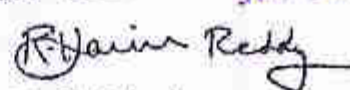
3. 

For M/s. Cluster Grove Constructions

1. 
Managing Partner

Managing Partner

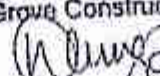
4. 

5. 

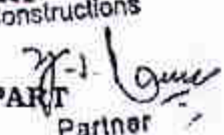
6. E. Srinidhi

ATTESTED
M.B. SANTOSH KUMAR
ADVOCATE & NOTARY
West Marredpally,
SECUNDERABAD

SIGN'S OF FIRST PART



SIGN'S OF SECOND PART
Partner


Partner

20. The Land Owners of First Part hereby appoint nominate and constitute **M/s. CLUSTER GROVE CONSTRUCTIONS**, Represented by its Managing Partner : **Smt. K. VIJAYA LAKSHMI W/o. Sri. Y.S RAMESH**, aged about 55 Years, Occ. Retired Engineer, E/o. H.No. 1-67/8VH/106, FLAT NO- 106, Buddha's Virtue Heights, Madhur, Hyderabad-500 049., as their lawful attorney in respect of **68% Residential and 60 % Commercial** of share allotted to the Developers/Second Part along with proportionate undivided share of land and authorizes and empowers the Developers/Second Part to do following acts, Deeds.

- i. To enter into an Agreement of sale in respect of **68% Residential and 60 % Commercial** share allotted to Developers/Second Part with intending purchaser and to receive the sale consideration, acknowledge the receipt of the earnest money and pass valid receipts for payment received.
- ii. To sign and execute the Sale Deeds in respect of **68% Residential and 60 % Commercial** of share allotted to Developers/Second Part and such other documents in respect of the schedule property and present such sale Deeds, conveyance Deeds or any other Deeds before the registering authority, admit the execution and acknowledge the receipt of the total sale consideration and get the sale Deeds registered.
- iii. That the Second Party/Developer is entitled to take loan/Project Finance from the Banks, Financial Institutions, Trust, and other institutions, out of its share in terms of the Development Agreement Cum GPA and the First Party/Land Owners shall cooperate with the Developer/Developers/Second Part in its respect at all times.
- iv. To sell the schedule property in full or in parts in respect of **68% Residential and 60 % Commercial** of share allotted to Developers/Second Part in favour of the prospective purchasers, and to execute registered sale Deeds or any other Deeds accordingly.
- v. To apply further sanction plans and permissions etc., from the HMDA for the construction of Multi-stored Building and the other structures on the scheduled property and to sign all such applications, forms, affidavits or petitions and papers as may be necessary.

1. T. Sujatha.

2. M. R. Raghava

3. R. V. S. Raghava

For M/s. Cluster Grove Constructions

1. K. Vijaya Lakshmi

Managing Partner

4. [Signature]

5. R. V. S. Raghava

6. E. Srinivas

SIGN'S OF FIRST PART

For M/s. Cluster Grove Constructions

[Signature]

SIGN'S OF SECOND PART

Partner

For M/s. Cluster Grove Constructions

[Signature]
Partner

ATTESTED

SANTOSH KUMAR

ADVOCATE & NOTARY

West Marredpally,

HYDERABAD

- vi. To make statements, file affidavits, reports in all proceedings before any statutory authority, including HMDA, U.L.C Authority, water works department, T.S.S.P.D.C.L. Transco and obtain necessary permissions and approvals.
- vii. To institute, sign, file, suits, petitions, complaints, appeals writs or any other legal proceedings in respect of the scheduled property and to defend the principals in all courts, quasi judicial authorities, civil or criminal or in the High Court of Telangana or in the Supreme court of India and to sign and verify all applications, affidavits, appeals, complaints, petitions, vakalats etc., from time to time and to give evidence in Court of Law on behalf of the principal and to effect compromise in all such legal proceedings.
- viii. To appoint such advocates of my/our attorney's choice and to fix such remuneration as our attorney deems fit.
- ix. To appoint or engage such architect or architects, construction engineers, labourers for the construction of the said building.
- x. To advertise the project for sale in such a manner as may our attorney shall feel necessary and to solicit such customers for the purpose of selling the flats.
- xi. To handover peaceful and vacant possession of the flats to the prospective purchasers after handing over the flats belonging to the share of Land Owners of First Part as per specifications agreed upon mutually.
- xii. To represent before the Income-Tax Department and if necessary obtain income tax clearance certificate to alienate the above said flats.
- xiii. To represent before the state or central Government Authorities, and obtain necessary permissions to sell the above said property.
- xiv. To do all acts and things as may be incidental or necessary to do for transfer of the above said property to the prospective purchasers as fully and effectively in all respects up to the **68% residential and 60 % Commercial** built up area of Developers/Second Part.

1. T. Sushatha.

2. M. Raghu

3. R. Vijaya Lakshmi

For M/s. Cluster Grove Constructions

H. V. V. Rao

Managing Partner

4. A. D. D. D.

5. R. D. D. D.

6. E. S. S. S.

For M/s. Cluster Grove Constructions

H. V. V. Rao

SIGN'S OF FIRST PART

For M/s. Cluster Grove Constructions

SIGN'S OF SECOND PART

Partner

Partner

ATTESTED

M/S. SANTOSH KUMAR
ADVOCATE & NOTARY
West Marredpally,
SECUNDERABAD

H. V. V. Rao

- xv. It is agreed that TDR received from HMDA/Sanctioning authority will be shared in between both the parties according to their proportionate share i.e., 32% Land owners and 68% Developer.
21. All expenses and costs for transfer of the portions allotted to the Developers/Second Part including stamp and registration charges of sale Deeds shall be borne either by the Developers/Second Part or their nominees.
22. Both the parties hereby agree to enter into supplementary Agreement/s in the event of such contingency existing for incorporation of clarification of necessary clauses of this agreement, but such supplementary agreement shall be in conformity with the spirit of this main agreement.
23. The sharing of the Developed constructed area between the Land Owners of First Part and the Developers/Second Part shall be shared through a Supplementary agreement as per the agreed sharing ratio after obtaining the required permissions from the sanctioning authority.
24. The Land Owners of First Part has paid all the arrears of property tax, Electricity Bills, water charges etc., in respect of the schedule property till the commencement of construction.
25. Any profits or losses by such construction shall be entirely to the benefit of the Developers/Second Part and the Land Owners of First Part shall have no claim thereon, the Land Owners of First Part shall not call into question any account or expenditure or other sums, spent for building purpose.
26. In case of any disputes arising between the parties hereto touching these presents, the matter shall be referred to the arbitrators one chosen by each party and in case of any difference of opinion between such arbitrators, they shall nominate a common umpire and their award shall be final and binding on both the parties and the relevant provisions of the arbitration Act shall apply.
27. The Land Owners of First Part hereby agreed to join the members of the society to be formed by all the flat owners of the building apartments, and shall abide by the rules and bye-laws of the society.

1. T. S. Jyotha
2. M. R. Ravi
3. R. S. Srinivas

For M/s. Cluster Grove Constructions

1. H. Vijaya
Managing Partner

4. A. Deep
5. R. Nair Reddy
6. E. Srinivas

For M/s. Cluster Grove Constructions

2. H. Srinivas
Partner

ATTESTED

B. SANTOSH KUMAR
ADVOCATE & NOTARY
West Marredpally,
SEUNDERABAD

SIGN'S OF FIRST PART

SIGN'S OF SECOND PART

28. The Land Owners of First Part agree to use and enjoy all the common amenities in the building apartment along with the other owners of the flat. The expenses and deposits on account of GST, Service Tax, Cess or any Central/State Government Taxes, voluntary contribution etc, as applicable from time to time shall be paid by the Owner in proportionate to the Owner's Allocation and remaining will paid by the Developer as per his Allocation.
29. The Developers/Second Part shall be entitled to enter into separate contracts on their own name with building contractors, architects and others for carrying out the said construction at his risk and cost.

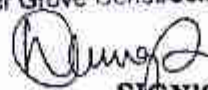
1. T. Srinatha
2. M. Radhika
3. R. Srinatha

For M/s. Cluster Grove Constructions
 K. Vijaya Sankar
 Managing Partner

4. 
5. R. Narain Reddy
6. E. Srinatha

ATTESTED

M.B. SANTOSH KUMAR
 ADVOCATE & NOTARY
 West Marredpally,
 SECUNDERABAD

SIGN'S OF FIRST PART
 For M/s. Cluster Grove Constructions
 2. 
 Partner

SIGN'S OF SECOND PART
 For M/s. Cluster Grove Constructions

 Partner

SCHEDULE OF PROPERTY

All that the Proposed construction on open land admeasuring **Ac.2.13.60 Gts or 11330.65sq.yds**, in Sy No.4 (P), 5 (P) and 6 (P), Situated at **ANNOJIGUDA VILLAGE**, Ghatkesar Mandal, Medchal-Malkajgiri District, Telangana State and bounded by:

NORTH : SY NO. 5(P) OF ANNOJIGUDA VILLAGE
SOUTH : 200' WIDE HYDERABAD TO WARANGAL ROAD
EAST : SY NO. 4 (P) OF ANNOJIGUDA VILLAGE
WEST : SY NO. 6(P) OF ANNOJIGUDA VILLAGE

In witness whereof the parties hereto have signed this Deeds of Development Agreement-Cum -General Power of Attorney with free will and consent on this the day, month and year first above mentioned.

ANNEXURE - 1A

1. Description of Building : Proposed construction on open land admeasuring **Ac.2.13.60 Gts or 11330.65sq.yds**, Situated at **ANNOJIGUDA VILLAGE**, Ghatkesar Mandal, Medchal-Malkajgiri District, Telangana State.
- a) Nature of Roof : **RCC**
b) Type of Structure : **With Pillars**
2. Total extent of site : **11330.65Sq.yds**
3. Built-up area particulars : **3,02,923 sq ft (Approx built up Area)**
CARPARKING AREA : 62,215 sq ft (Approx built up Area)
4. Executant's estimate of the Market Value of Building/Structure : **Rs. 26,13,28,911/-**
5. Executant's estimate of the Market Value of Land : **Rs. 7,93,10,000/-**

For M/s. Cluster Grove Constructions
Partner
[Signature]

CERTIFICATE

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

1. *T. Sujatha*

2. *M. Raghava*

3. *[Signature]*

4. *[Signature]*

5. *R. Jagan Reddy*

6. *E. Srinidhi*

Witnesses

1. *[Signature]*

2. *[Signature]*

For M/s. Cluster Grove Constructions
[Signature]
Managing Partner

For M/s. Cluster Grove Constructions
[Signature]
Partner

SIGNS OF FIRST PART

SIGNS OF SECOND PART

[Signature]
Partner

ATTESTED

M.B. SANTOSH KUMAR
ADVOCATE & NOTARY
West Marredpally,
HYDERABAD