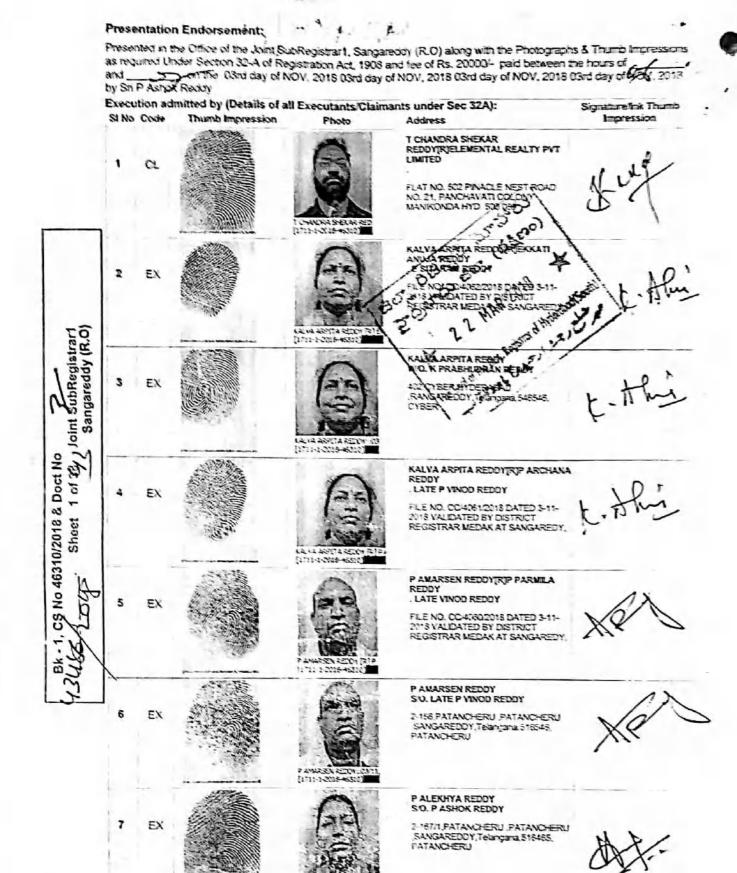
BOEBN SCANNED 4348 ONE HUNDRED RUPEES रत INDIA INDIA NON JUDICIAL & taketon ම්පරුලක तेलंगाना TELANGANA SI No 1824 Date 29/8/8 WKSHMI sold to T chandrashekar Reddy 5 DIO WIS Late Sathyanasayona Reddy Clemental Realty Put His Hydrontreed. DEVELOPMENT AGREEMENT CUM GENERAL POWER OF ATTORNEY This Development Agreement cum General Power of Attorney is made 1 and executed on this the Q1. day of Making 2018 at R.O. Son Good by and between: 1. P.ASHOK REDDY S/o Late P.Narasimha Reddy, aged 60 years, Occ. Business R/o H.No 2-167/1. Patancheru Village and Mandal, Sangareddy District, Telangana State 502319. P.ADITYA REDDY S'o P.Ashok Reddy, aged 28 years, Occ. Medical Practitioner, R/o H.No 2-167/1, Patancheru Village and Mandal, Sangareddy District, Telangana State 502319. 1 Amileant

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- P.ALEKHYA REDDY D/o P.Ashok Reddy, aged 26 years, Occ. Student, R/o H.No 2-167/1, Patancheru Village and Mandal, Sangareddy District, Telangana State 502319.
- P.AMARSEN REDDY S/o Late P.Vinod Reddy, aged 42 years, Occ. Business R/o H.No 2-156, Patancheru Village and Mandal, Sangareddy District, Telangana State, 502319.
- SMT. P.PARMILA REDDY W/o Late Vinod Reddy, aged 65 years, Occ. Household, R/o H.No 2-156, Patancheru Village and Mandal, Sangareddy, Telangana, 502319.
- SMT. P.ARCHANA REDDY D/o Late P.Vinod Reddy, aged 49 years, Occ. Housewife, R/o 146, Sheffield Road, MBABANE Indusrial Zone, Opp: Autozone, MBABANE, H100, Kingdom of Swaziland, South Africa.
- SMT.KALVA ARPITA REDDY W/o K.Prabhudhan Reddy & D/o Late P.Vinod Reddy, aged 48 years, Occ. Housewife, R/o # 402, North East Excellence, Cyber Village, Hyderabad, Telangana State – 500 049.
- SMT. EKKATI ANUJA REDDY W/o E.Sitaram Reddy & D/o Late P.Vinod Reddy, aged 43 years, R/o 12697, Wolf Snare, Dr. Frisco, Texas - 75035, United States of America.

(Hereinafter to be called and collectively referred to as the "LAND OWNERS" which term unless repugnant to the context or meaning thereof shall mean and include all their legal heirs, successors in interest, nominees, representatives, executors, administrators and assignees etc.)

### IN FAVOUR OF

ELEMENTAL REALTY PVT LIMITED having its registered office at 4th Floor, #8-2-293/J-III/550-I, Road No.92, Film Nagar, Hyderabad, Telangana – 500033 represented by its Director Mr. T. CHANDRA SHEKAR REDDY S/o. late T. Satyanarayana Reddy, aged 41 years, Occupation: Business, R/o. Flat No.502, Pinacle Nest, Road No 21, Panchavati Colony, Manikonda, Hyderabad, 500089.

(Hereinaster to be called and referred to as the "DEVELOPER" which term unless repugnant to the context or meaning thereof shall mean and

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For Elemental Realty Private Limited

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Identified by Witness:

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PRABHLIDAN REDOY:

Photo

Name & Address
PRABHUDAN REDDY
AADHAR CARD

Signature

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Joint SubRegistrar1 Sangareddy (R.O)

2 of 23

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No 46310/2018 & Doct No



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En and

03rd day of November,2018

Signature of Joint SubRegistrar1 Sangareddy (R.O)

Endorsement: Stamp Duty, Tranfer Duty, Registration Fee and User Charges are collected as below in respect of this Instrument.

Description	In the Form of						
of Fee/Duty	Stamp Papers	Challan u/S 41of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	Total
Stamp Duty	100	0	1960000	0	0	0	1960100
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	20000	0	0	0	20000
User Charges	NA	0	300	0	0	0	300
Total	100	0	1980300	0	0	0	1980400

Rs. 1960000/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 20000/- towards Registration Fees on the chargeable value of Rs. 0/- was paid by the party through E-Challan/BC/Pay Order No .513TM5021118,327QJL021118,917LW3021118,345YDX021118 dated .02-NOV-18,02-NOV-18,02-NOV-18,02-NOV-18 of ,KKBK/,HDFS/,KKBK/,HDFS/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 480303/-, DATE: 02-NOV-18, BANK NAME KKBK, BRANCH NAME: , BANK REFERENCE NO: 9027656748617, PAYMENT MODE:NB-1000200, ATRN:9027656748617, REMITTER NAME: ELEMENTAL REALTY PRIVATE LIMITED, EXECUTANT NAME: P ASHOK REDDY AND OTHERS, CLAIMANT NAME: ELEMENTAL REALTY PRIVATE LIMITED). (2). AMOUNT PAID: Rs. 499999/-, DATE: 02-NOV-18, BANK NAME: HDFS, BRANCH NAME: , BANK REFERENCE NO: 4788891685808, PAYMENT MODE:NB-1000200, ATRN:4788891685808, REMITTER NAME: ELEMENTAL REALTY PRIVATE LIMITED, EXECUTANT NAME: P ASHOK REDDY AND OTHERS, CLAIMANT NAME: ELEMENTAL

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include all its successors in interest, representatives, nominees, executors, administrators and assignees etc.)

#### WHEREAS

A) Land Owners are the absolute owners and possessors of all that parcels of land bearing Sy.No.191/AA admeasuring Ac.7-24 gts. and Sy.No.192/AA admeasuring Ac.15-11 gts. total admeasuring Ac.22-35 gts. located contiguously at Patancheru village & Mandal, Sanga Reddy District, as detailed below, which is together more clearly described in the schedule appended hereunder and hereinafter collectively referred to as the "schedule property":

Land Owner Name	Sy.No.	Extent
		(Ac. – Gts)
P.Ashok Reddy	191/AA	5-08 -
	192/AA .	1-25
P.Aditya Reddy	192/AA	3-00
P.Alekhya Reddy	192/AA	3-00
P.Amarsen Reddy	191/AA	2-16
	192/AA	3-26
Smt. P.Parmila Reddy	192/AA	1-00
Smt.P.Archana Reddy	192/AA	1-00
Smt.Kalva Arpita Reddy	192/AA	1-00
Smt. Ekkati Anuja Reddy	192/AA	1-00
	TOTAL	22-35

B. Land in Sy.No.191/A admeasuring Ac.7-31 Gts and Sy.No.192/A admeasuring Ac.15-11 Gts total admeasuring Ac.23-02 gts. was originally the inam land. One Ramoji Rao was the Inamdar. Late P.Narasimha Reddy was in possession and enjoyment of the same. As such the Revenue Divisional Officer, Sangareddy granted Occupancy Rights Certificate in favour OF P.Narasimha Reddy under the provisions of A.P. (TA) Inams Abolition Act, 1955 vide Proceedings No.B4/4792/1984 dated 19-01-1985. Accordingly entries in the revenue records have been mutated in favour of P.Narasimha

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REALTY PRIVATE LIMITED) .(3), AMOUNT PAID: Rs. 4999991-, DATE: 02-NOV-18, BANK NAME: KKBK, BRANCH NAME: BANK REFERENCE NO: 1257098174003, PAYMENT MODE:NB-100/200 ATRIH:1257098174003, PEMITTER NAME: ELEMENTAL REALTY PRIVATE LIMITED.EXECUTANT NAME: P ASHOK REDDY AND OTHERS, CLAIMANT NAME: ELEMENTAL REALTY PRIVATE LIMITED) .(4), AMOUNT PAID: Rs. 4999991-, DATE: 02-NOV-18, BANK NAME: HDFS. BRANCH NAME: , BANK REFERENCE NO: 2578849919208, PAYMENT MODE:NB-1000200, ATRN:2576849919208, REMITTER NAME: ELEMENTAL REALTY PRIVATE LIMITED.EXECUTANT NAME: P ASHOK REDDY AND OTHERS, CLAIMANT NAME: ELEMENTAL REALTY PRIVATE LIMITED.

Date:

\_03rd day of November,2018

Signature of Regretering Officer
Sangareddy (R.O)

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Register as document

No URPED of 2018 (1940 S.E.)

Number 1711-1 43487 of 2018

)ate:<u>≤3</u>||| 2018

Registering Officer
MD. GHOUSE HABA

JOINT SUB-REGISTRAR-I RO(OB) SANGAREDDY.

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Sheet 3 of 1813 Joint SubRegistrar1 Sangareddy (R.O)

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Reddy. Thus Late P.Narasimha Reddy became the absolute owner and possessor of the land total admeasuring Ac.23-02 gts. in Sy.Nos.191 and 192 of Patancheru village.

C. Consequent to the death of P.Narasimha Reddy the entries in the revenue records have been mutated in favour of his two sons P.Vinod Reddy (Father of Land Owners 4, 6 to 8) and P.Ashok Reddy (Land Owner No.1 hereto) as detailed below:

Name	Sy.No.	Extent (Ac. – Gts)
P.Ashok Reddy	191/AA 192/AA	5-15 7-25
P.Vinod Reddy	191/AA 192/AA	2-16 7-26

D. That an extent of Ac.0-07 Gts out of Ac.5-15 Gts in Sy.No.191/AA belonging to the Land Owner No.1 hereto has been acquired for Outer Ring Road. Consequently the Land Owner No.1 hereto remained to the owner and possessor of land admeasuring Ac.5-08 Gts in Sy.No.191/AA.

E. P.Vinod Reddy died leaving behind him the Land Owners 4 to 8 hereto as his legal heirs and successors-in-interest. Consequently the Land Owners 4 to 8 hereto jointly succeeded the land admeasuring Ac.2-16 Gts in Sy.No.191/AA and Ac.7-26 Gts in Sy.No.192/AA. The entries in the revenue records have been mutated in the name of Land Owner No.4 hereto vide Proceedings No.B/4737/11 dated 18-02-2012.

F. The Land Owners 2 &3 are the children of Land Owner No.1 and they being the absolute joint owners and possessors of land admeasuring Ac.5-08 Gts in Sy.No.191/AA and Ac.7-25 Gts in Sy.No.192/AA, partitioned the same

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through registered deed of partition bearing document No. 39876/18

11. October, registered at SRO Sangareddy as detailed below:

Land Owner Name	Sy.No.	Extent (Ac Gts)	
P.Ashok Reddy	191/AA	5-08	
P. Ashok Reddy	192/AA	1-25	
P.Aditya Reddy	192/AA	3-00	
P.Alekhya Reddy	192/AA	3-00	

G. Similarly the Land Owners 4 to 8 being the absolute joint owners and possessors of land admeasuring Ac.2-16 Gts in Sy.No.191/AA and Ac.7-26 Gts in Sy.No.192/AA, partitioned the same through registered deed of partition bearing document No.3987.5.18 dated 11.112.129.8.. registered at SRO Sangareddy as detailed below:

Land Owner Name	Sy.No.	Extent (Ac Gts)
P.Amarsen Reddy	191/AA	2-16
	192/AA	3-26
Smt. P.Parmila Reddy	192/AA	1-00
Smt.P.Archana Reddy	192/AA	1-00
Smt.Kalva Arpita Reddy	192/AA	1-00
Smt. Ekkati Anuja Reddy	192/AA	1-00

Thus the Land Owners hereto became the absolute owners and possessors of the respective extents of the schedule property.

H. The Land Owners 1 to 8 having decided and intended to develop the Schedule property approached the DEVELOPER and offered to entrust the schedule property for development by providing an approach road of 80 Feet to the schedule property from the existing ORR service road at their own cost and expense. Subject to the Land Owners providing the said approach road to the schedule property from the existing ORR service road, the DEVELOPER accepted to develop the Schedule Property into an integrated gated community

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residential Villas of varying sizes by dividing the schedule property into plots of different sizes deemed fit and viable by the Developer.

- 1. The parties hereinabove have deemed fit and expedient to reduce the terms and conditions agreed among themselves into writing and hence this Development Agreement cum General Power of Attorney.
- J. The Land Owners 1 to 8 thus agreed to jointly entrust the Schedule Property total admeasuring Ac.22-35 Gts in Sy.Nos.191/AA & 192/AA located contiguously at Patancheru village & Mandal, Sanga Reddy District for development and the Developer is willing and agreeable to develop the Schedule Property along with adjoining properties. Accordingly the Land Owners and the Developer entered into this Development Agreement under the terms and conditions mentioned hereunder.
- K. The parties hereto have deemed fit and expedient to reduce the terms and conditions agreed among themselves into writing and hence this Development Agreement cum General Power of Attorney.

### NOW THIS DEVELOPMENT AGREEMENT CUM GENERAL POWER OF ATTORNEY WITNESSETH AS FOLLOWS:-

#### 1. DEFINITIONS:

"Aet" means the enactment or any other rule, statutory enactment, amendment or modification thereof applicable for permission for development of land, construction of multi-storied buildings and governs all other matters relating including but not confined to The Andhra Pradesh Apartments (Promotion of Construction and Ownership) Act.

"Agreement" shall mean this Development Agreement including all its annextues, recitals, schedules and terms and conditions.

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"Common Areas & Facilities" means such common areas and facilities within the Residential Complex earmarked for common use of all Flat/Unit Unit Purchasers limited to and precisely listed in Annexure-II.

"Company" shall have the meaning as ascribed to it in the preamble.

"Charges" means the charges for external development levied/ leviable on the Residential Complex, by whatever name called or in whatever form with all such conditions imposed by the Government and/or any other competent authority and also includes any further increase in such charges.

"Force Majeure" shall mean any event or combination of events or circumstances beyond the control of the Developers hereto, which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Developers' ability to perform its obligations under this Agreement, which shall include:

- (a) acts of God. i.e. fire, drought, flood, earthquake, epidemics, natural disasters;
- (b) explosions or accidents, air crashes and shipwrecks, act of terrorism;
- (c) strikes or lock outs, industrial dispute;
- (d) non-availability of cement, steel or other construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever;
- (e) war and hostilities of war, riots, bandh or civil commotion;
- (f) the promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any governmental authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement; or
- (g) any legislation, order or rule or regulation made or issued by the Govt. or any other authority or; if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Project or; if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever.

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"Maintenance Agency" means the person (s) who shall carry out the maintenance and upkeep of the Residential Complex and who shall be responsible for providing the maintenance services within the Residential Complex, which may be the Company or association of Flat/Unit owners or such other appointed agency/ body/ company to whom the Developers may handover the maintenance of the Residential Complex.

"Maintenance Agreement" means the maintenance agreement to be executed by the each Flat / Unit Purchaser with the Maintenance Agency.

"Maintenance Charges" means the maintenance charges payable by the each Flat / Unit Purchaser to the Maintenance Agency (in accordance with the demand raised by the maintenance agency for the maintenance and upkeep of the Said Project, including Common Areas and Facilities) but does not include; (a) the charges for actual consumption of utilities including electricity, water, which shall be charged based on actual consumption on monthly basis or such other periods as specified by the Maintenance Agency and (b) any statutory payments, Taxes etc. with regard to the Said Building/Said Project.

"Person" shall mean any individual, sole proprietorship, unincorporated association, body corporate, corporation, joint venture, trust, any governmental authority or any other entity or organization.

"Integrated Residential Complex" shall mean and includes entire integrated gated community where roads, common areas, club house, amenities, parking areas to be developed on the Schedule Property in which Villas / rowhouses /grouphouses shall be constructed and developed as more appropriately described in the construction plans approved by the HMDA/GRAM PANCHAYAT.

"Taxes" shall mean any and all taxes paid or payable by the Company and/or its contractors, suppliers, consultants, etc. by way of GST, state sales tax, eentral sales tax, works contract tax, service tax, cess, levies and educational cess and any other taxes, levies, charges by whatever name called, levied and collected by any agency/ authority of the State, in connection with the development/construction of the Said Project /Complex now or in future.

### 2. <u>INTERPRETATION:</u>

Unless the context otherwise requires in this Agreement:

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- a) the use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa;
- b) reference to any law shall include such law as from time to time enacted, amended, supplemented or reenacted;
- c) reference to the words "include" or "including" shall be construed without limitation;
- d) reference to this Agreement, or any other agreement, deed or other instrument or document shall be construed as a reference to this Agreement or such agreement, deed or other instrument or document as the same may from time to time be amended, varied, supplemented or novated.

### 3. <u>MUTUAL COVENANTS:</u>

- 3.1 That the LAND OWNERS & DEVELOPER have mutually agreed that the development of the schedule property is subject of the LAND OWNERS providing an approach road of 80 Feet to the schedule property from the existing ORR service road at their own cost and expense.
- 3.2 That the LAND OWNERS & DEVELOPER have mutually discussed and agreed upon the manner in which Schedule Property would be developed and constructed phase wise by the DEVELOPER into an integrated residential complex comprising of Villas / row houses /group houses/ commercial areas, or any other dwelling units by dividing the Schedule Property along with adjoining land into plots of different sizes or any other form of units such as villas and/or dwelling units deemed feasible and viable by the DEVELOPER (hereinafter referred to as UNITS for brevity).
- 3.3 That in the event of any portion of the schedule property being affected by the road earmarked in the Zonal development plan of HMDA or road widening and the Government/Authorities acquire the same for widening of the adjoining road, the LAND OWNERS solely shall claim any compensation/TDR Certificate for such affected/acquired area of the schedule property from the HMDA/Government Authorities.

3.4 THAT the LAND OWNERS hereby grant, allow, entrust to the DEVELOPER by way of development rights to develop the schedule

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property and accordingly authorize and empower the DEVELOPERS to develop the schedule property at the DEVELOPERS's cost into an integrated residential complex as per the plans sanctioned by HMDA/GRAM PANCHAYAT/authorities concerned 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 required for the purpose of construction of an integrated residential complex comprising of Villas / row houses / group houses / commercial areas as permitted by the HMDA/GRAM PANCHAYAT/authorities concerned.

The DEVELOPER shall apply and obtain necessary land conversion 3.5 orders from the competent authorities however the conversion fee and all other expenditure required for the said process shall be borne by the DEVELOPER.

#### **COSTS OF APPLICATION & DEVELOPMENT:** 4.

That all costs and expenses required for preparation of plans of construction and for securing the approval for such plans of Construction from concerned authorities including HMDA/GRAM PANCHAYAT shall be borne by the DEVELOPER at its own costs, effort and expense. The DEVELOPER shall thereafter undertake the entire construction and development at its cost and expense.

#### 5. **CONSIDERATION & RATIO OF SHARING:**

The DEVELOPER agrees that in consideration of the Schedule Property 5.1 being given for development under this Development Agreement, LAND OWNERS in all shall be entitled for 43% of super built up area / units, alongwith land appurtenant thereto in the land and right to use the common amenities and common areas in the integrated residential complex proposed to be constructed in the Schedule Property as per all specifications mentioned in the annexure hereto.

The LAND OWNERS agree that in consideration of developing the 5.2 schedule property the DEVELOPER would be entitled to retain 57% units / Villas / row houses / group houses alongwith land appurtenant thereto and entire commercial area proposed to be constructed on the schedule property and right to use the common amenities and common areas in the integrated residential complex proposed to be constructed in

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the Schedule Property as per all specifications mentioned in the annexure hereto.

The LAND OWNERS and DEVELOPER thus agreed to share the Villas 5.3 / row houses / group houses proposed to be constructed in the schedule property along with plots appurtenant thereto in the following ratio:-

> LAND OWNERS 43% (Forty Three percent) DEVELOPERS 57% (Fifty Seven percent)

- 5.4 The LAND OWNERS and DEVELOPER agree that the entire commercial areas developed on the schedule property shall be shared as per Development Agreement ratios.
- 5.5 That it is always agreed between the Parties that after receipt of approvals for the plans and permission for construction from the authorities concerned pursuant to and consequent upon the Development Agreement the share of the units proposed to be constructed in terms of this Agreement between the LAND OWNERS and the DEVELOPER shall be mutually set out / divided in proportion to the respective entitlements of LAND OWNERS on one hand, and the DEVELOPER on the other and that all necessary further documentation including the execution of Supplementary Agreements, posterior to the Development Agreement would be executed between the LAND OWNERS and the DEVELOPER for effectuating the above sharing of ratios in accordance with the intent of the parties hereto.
- That after the allotment and division of the Units in the manner agreed 5.6 between the parties and after execution of the Supplementary Agreement, the DEVELOPER shall be at liberty to enter into agreements for sale / lease / licence etc., in respect of its allotted share of Units in Schedule Property and to enter into any contract or agreement for the allotment of its share of Units/Units at such price and on such terms and conditions the DEVELOPER may think fit. All such agreements shall be made by the DEVELOPER at its own cost and risk and the DEVELOPER shall alone be responsible to such parties in connection with such transactions between the DEVELOPER and such parties.

That after the allotment and division of the units in the manner agreed 5.7 between the parties, the LAND OWNERS shall be at liberty to self/allot their share of Units and to enter into any contract or agreement for the

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allotment or sale of such units on such terms and conditions as the respective LAND OWNERS of Schedule Property and LAND OWNERS may think fit, only after the sale of 40% of DEVELOPER share of Units with an exception of 10 Units which shall be routed through the sales team of DEVELOPER without interference with third party agents. However, till the time of completion of the construction of the proposed integrated residential complex LAND OWNERS shall not sell their Units for a lesser price than the price fixed by the DEVELOPER. All such allotments/sales shall be made by the respective LAND OWNERS at their own cost and risk and they alone would be responsible to all such persons in connection with all such transactions. The DEVELOPER shall however fully co-operate with the LAND OWNERS in helping them deal with their share of Units.

5.8 That notwithstanding any of the clauses hereunder, the DEVELOPER shall be entitled to reserve the units in favour of the prospective purchasers from time to time even prior to necessary permissions are obtained from the authorities, as pre-launch sale is in the interest of the marketing of the project as a whole. However, the DEVELOPER shall be entitled to collect the advance within the parameters prescribed by law.

### 6. AVAILING OF LOAN FACILITY BY THE DEVELOPER:

- 6.1 The DEVELOPER is hereby authorized and empowered to avail the loan facilities / project loan from any Bank or Financial Institutions for the purpose of funds required for undertaking the construction and development of Schedule Property and is hereby further authorized and empowered to create charge/security on the Units along with plots appurtenant thereto/proportionate undivided share of land falling to the share of the DEVELOPER in favour of such creditors as a security for repayment of the loan facilities availed.
- 6.2 The LAND OWNERS hereby agreed to handover all original documents of title to the DEVELOPER as and when required by the DEVELOPER within a period of two days from the date of such intimation for producing before the Banks/ Financial Institutions / Customers in order to meet the terms of this Development Agreement.

6.3 The LAND OWNERS shall not pledge/mortgage the original documents with any Bank / financial institutions and also with any third party. However the LAND OWNERS shall be entitled to pledge / hypothecate

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/ create a charge in respect of allotted share of super built up area/ units along with proportionate undivided share in the Schedule Land falling to his share.

# 7. <u>REPRESENTATIONS & OBLIGATIONS OF THE LAND</u> OWNERS;

- 7.1 The LAND OWNERS hereby confirm and declare that the Schedule property is lit and suitable in all respects for taking up development by construction of Integrated Residential Complex. That in the event of schedule property being classified in the Zonal Development plans into a category which does not allow such development, the LAND OWNERS shall get the necessary conversion orders at their own cost and expense.
- 7.2 That the LAND OWNERS do hereby declare, agree, confirm, assure and covenant with the DEVELOPER that they have absolute right, title and interest over the schedule property, and that the Schedule Property is free from all encumbrances, charges, mortgages, court attachments and liens etc. The LAND OWNER further assure the DEVELOPER that there is no legal impediment in entering into the present development agreement with the DEVELOPER.
- 7.3 The LAND OWNERS hereby assure and covenant with the DEVELOPER as follows:
  - That the LAND OWNERS are the absolute joint owners and possessors of the Schedule Property and there is no other person or persons having any manner of right, title, share, claim or interest in the Schedule Property.
  - The LAND OWNERS are in peaceful possession and enjoyment of the Schedule Property and there are no tenants.
  - iii. That there are no legal impediments for the LAND OWNERS to hold or sell the Schedule Property under any law including the Urban Land (Ceiling & Regulation) Act, 1976.
  - iv. That there is no pending proceeding in any Forum/Court/ authority/Tribunal nor is there any threat of dispossession from any orders passed in any of the proceedings concerning the Schedule Property.

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- v. That there are no prior agreements, court orders, attachments, disputes or litigation, or any tax and or revenue attachments or notices of requisitions or acquisitions from Government or other authorities in respect of the schedule property belonging to LAND OWNERS.
- vi. That the LAND OWNERS are entitled to enter into this Development Agreement with the DEVELOPER.
- vii. That the LAND OWNERS shall at all times indemnify and keep indemnified the DEVELOPER against the loss if any suffered by it due to defect in the title of the LAND OWNERS or resulting from the litigation relatable to the title and entitlement of LAND OWNERS to the schedule property.

### 8. REPRESENTATIONS & OBLIGATIONS OF DEVELOPERS:

- 8.1 The DEVELOPER represents and states that there are no legal impediments or contractual obligations that prevent the DEVELOPER from undertaking development of the Schedule Property.
- 8.2 The DEVELOPER shall not enter into any Development Agreement with any third party/s in respect of the Schedule Property.
- 8.3 Pursuant to this Development Agreement the DEVELOPER shall engage qualified Architects, engineers, skilled personnel for the purpose of effectuating the Construction and Development of the Schedule Property and shall pay remuneration/wages and shall compiy with the other statutory obligations under the applicable Labor Laws etc. and the DEVELOPER shall be liable for the payments of claims & damages if any arises during the course and tiff the completion of the Construction and Development of Schedule Property.
- 8.4 The DEVELOPER shall engage TATA PROJECT for construction related activities and TIWP for financial assistance of the Integrated Residential complex in the Schedule property.

8.5 The DEVELOPER agrees that all rules and regulations will be observed and proper sanctions and approvals obtained before taking up construction.

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- 8.6 The DEVELOPER shall prepare typical building plans in accordance with the existing rules and shall furnish the copies the said plan/s to the LAND OWNERS prior to submitting the said plan to HMDA/GRAM PANCHAYAT for grant of approval.
- 8.7 The entire cost of the development of the schedule property such as leveling, surveying, demarcation, preparing plans, architectural designing, cost of acceleration and the cost of construction etc., and the cost of providing internal electrification (as per the specifications appended herewith), all applicable fees, levied by HMDA/GRAM PANCHAYAT or Government for the sanction shall be borne exclusively by the DEVELOPER.
- 8.8 That as per rules and regulations of the HMDA/GRAM PANCHAYAT in vogue, the permissions will be sanctioned by said authority subject to the condition of mortgage being created or certain percentage of the Units in favour of authorities as a security for complying with the various terms and conditions prescribe for obtaining the permissions for construction of complex. The authorities will release the said units from mortgage on compliance of all terms and conditions by the LAND OWNERS/ DEVELOPER. The parties hereby agree since such units will be selected by HMDA/GRAM PANCHAYAT as per its sole discretion, the parties hereto have agreed to share such selected units in their agreed sharing ratio and mortgage the same to HMDA/GRAM PANCHAYAT accordingly.
- 8.9 The DEVELOPER shall be liable for all damages arising out of the mishaps or accidents, if any during the course of construction and development in Schedule Property. The LAND OWNERS shall not be liable in any way for any claims made in this behalf.
- 9.0 The DEVELOPER agrees and undertakes that pursuant to the approval granted by all authorities including HMDA, the DEVELOPER shall construct various blocks of the project phase wise and the DEVELOPER shall be entitled to prioritize and draw its own plan of action according to its own operational convenience keeping in view the factors such as feasibility, costing and marketability of the project and the LAND OWNERS shall not have any objection for the same.

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### 10. PERIOD OF COMPLETION OF CONSTRUCTION:

- 10.1 The DEVELOPER shall obtain permission for construction from HMDA/GRAM PANCHAYAT, NALA conversion certificate, NOC from irrigation authorities and Environmental Clearances on the Schedule Property within a period of Six (6) months from the date of signing of this Development agreement, if necessary with grace period of Three (3) months. The DEVELOPER shall complete the construction of the Units / residential complex on the Schedule Property within a period of 3 (three) years from the date of obtaining the permissions for construction from HMDA/GRAM **PANCHAYAT** Environmental Clearance Certificate, if necessary with grace period of six (6) months thereafter for completion in addition to the stipulated period of (3) three years.
- In the event of any delay on the part of the DEVELOPER beyond the above stipulated period with grace period thereon in completing the construction and delivering the Villas / Units allotted towards the share of the LAND OWNERS, the DEVELOPER agrees and undertakes to pay an amount of Rs 5/- per Sft per month to the LAND OWNERS. After the lapse of 6 months of such delay over and above the grace period the DEVELOPER shall pay an amount of Rs 10/- per Sft per month. After the lapse of 12 months of such delay over and above the grace period the DEVELOPER shall forfeit the Advances paid to the LANDOWNERS as a way of penalty.
- However it is agreed between the Parties that if there is a stoppage of the 10.3 work due to any prohibitory order or injunction / restraint orders from any court arising out of any dispute of the LAND OWNERS title or possession, or due to force majeure events which are including but not limited to acts of God such as severe floods, cyclone, earth quake, or war, terrorism ("Force Majeure" conditions), which are not within the reasonable control of the DEVELOPER, and which has resulted in their inability to perform despite due diligence, the said period will be excluded from the period of construction and completion of the Residential Complex and the period to obtain the approvals to the plans, stipulated herein above. However, before claiming benefit under this Clause, the DEVELOPER shall give written notice to the LAND OWNERS specifying the nature of force majeure event, impact of the same on project execution and remedial action taken by it for mitigating the situation.

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# 11. <u>DELIVERY OF POSSESSION OF VILLAS / UNITS ALLOTTED</u> TO THE SHARE OF THE LAND OWNERS:

- 11.1 After completion of the construction of Units in the residential complex i.e. development in all respects as per specifications the DEVELOPER shall issue notice in writing to the LAND OWNERS intimating the completion of the construction and call upon them to take possession of their units and deliver possession of the units which are allotted to the LAND OWNERS or their nominee(s) by duly obtaining acknowledgement in writing from the LAND OWNERS or their nominee(s).
- 11.2 The DEVELOPER hereby covenants to secure the Occupancy Certificate (s) from HMDA/GRAM PANCHAYAT in respect of the Units falling to the share of the LAND OWNERS at DEVELOPER cost and expense and furnish the same to the LAND OWNERS or their transferees in due course of time, as it may not be possible to secure the same until the completion of the entire project. It is clearly understood that issuance of Occupancy Certificate shall not be a precondition for taking delivery of possession of completed units falling to the share of LAND OWNERS.
- 11.3 THAT if the LAND OWNERS prefer not to alienate all or any of their share of units the DEVELOPER shall at their request execute all such necessary documents in favour of LAND OWNERS required for effectuating their title to such units. However, the stamp duty, registration fee and other costs for execution of those documents shall be borne by the LAND OWNERS.
- It is further agreed between the Parties that, if any additional works have to be taken up by the DEVELOPER during the construction of the units falling to the share of LAND OWNERS, if any, upon the request of the LAND OWNERS, any delay caused due to the additional construction/works, the time for completion of such additional works shall be proportionately extended in addition to the agreed period of completion of the residential complex, as per this agreement and the cost of such additional works will be charged extra and the LAND OWNERS / their nominees / prospective purchasers of the units/units shall pay the same to the DEVELOPER.

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### 12. OTHER COVENANTS:

- 12.1 The LAND OWNERS hereby agree and undertake not to sell, deal with, dispose or alienate or otherwise enter into agreements in respect of the schedule property and the proposed built-up area allotted to the DEVELOPER under this Development Agreement with any person or persons or act in any manner inconsistent with or prejudicial to or in contravention of this Development Agreement and the declarations made by the LAND OWNERS in this Agreement.
- 12.2. The DEVELOPER shall be responsible for the construction of the proposed Project in accordance with the sanctioned building plans with all specifications as mentioned in the annexure hereto.
- 12.3. The entire cost of the construction of the Project till it is completed in all aspects and obtaining occupancy certificate from HMDA and all costs of the proceedings in regard to the proposed construction shall be borne by the DEVELOPER and the LAND OWNERS shall have nothing to do with the same.
- 12.4. The DEVELOPER shall be entitled to sign all the papers necessary from time to time for development of the Schedule Property including the applications and revised plans if any for the approval of concerned/appropriate authorities and for obtaining other statutory permissions required if any from the TSSPDCL, HMWS & SB etc., in terms of the GPA conferred hereunder.
- 12.5 It is agreed between the parties hereto that the payments and incidental expenses towards the cost of transformer, cables from H.T. line to panel boards and municipal water connection and sewerage/drainage connection to the proposed complex shall be borne by the DEVELOPER only and the LAND OWNERS are in no way liable to pay any amount for the same. However the DEVELOPER is entitled to claim proportionate deposit amount of the above said connections from the LAND OWNERS and their transferees after the sale of LANDLORD share of units.

12.6 It has been further agreed that the expenses for installation of Generator for common supply and providing other common facilities and amenities for the proposed complex shall be borne and provided by the DEVELOPER at its costs only.

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- Any liability on and of the LAND OWNERS towards any income tax or tax on capital gains consequent to any of the agreements including this Development Agreement entered into in respect of the LAND OWNERS share of constructed units shall be the responsibility of the LAND OWNERS and the DEVELOPER does not bear any responsibility for the same. Similarly any liability on and of the DEVELOPER towards any income tax or tax on capital gains DEVELOPER towards any income tax or tax on capital gains consequent to any of the agreements entered into in respect of the DEVELOPERS's share of constructed units shall be the responsibility of the DEVELOPER and the LAND OWNERS do not bear any responsibility for the same.
- 12.8 The costs and expenses to be incurred for the execution and registration of this Development Agreement cum GPA and Supplementary Agreement shall be borne by the DEVELOPER only.
- In the event that any provision of this Agreement or any circumstances shall be determined to be invalid, unlawful or unenforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is determined to be unlawful, invalid, or unenforceable, shall not be affected thereby and each remaining provision of this Agreement shall continue to be valid and may be enforced to the fullest extent permitted by law.
- 12.10 Each of the parties agree to execute and deliver all other document(s) and to take such further action as may be reasonably required to carry out and evidence the intents purposes and results of this Agreement.
- 12.11 This Agreement constitutes the entire understanding and agreement of the parties and shall be modified only by subsequent amendment in writing.
- 12.12 The covenants herein are to be read along with Annexure appended to this Development Agreement wherein the specifications of the proposed residential units/units and the amenities inclusive of the common amenities are detailed. However, the DEVELOPER shall carry on the construction strictly in accordance with the specifications mentioned in the Annexure.

12.13 The DEVELOPER and LANDOWNERS shall have ownership right of usage of the open spaces for advertisements such as sign

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boards/hoarding/towers etc., and the revenue realized therefrom shall be appropriated by the DEVELOPER and LANDOWNERS in the ratio of the Development ratio.

- 12.14 That it has been agreed by the parties hereto that the name of the project being developed on the Schedule Property shall be decided by the DEVELOPER only after consultation with the LANDOWNERS.
- 12.15 It is clearly stipulated that the LOGO of the DEVELOPER on the façade of the complex or on any other suitable location shall remain for ever. Neither the LAND OWNERS nor any of the purchasers shall be entitled to remove or cause its removal.
- 12.16 It is further agreed that the ultimate purchasers/retainers of the units shall bear and pay the proportionate taxes payable on account of GST.
- 12.17 The sale of units to the prospective purchasers shall be subject to the condition clearly to be incorporated in the sale deeds that such buyers shall not have the right to demand for partition of the undivided share in the land over which the Villas / residential complex or other common and joint utilities being built and other areas like passages, compounds, etc., and that each of the purchaser shall be the exclusive owner of the respective constructed villas / units with marketable title with right to use the common areas such as lobby, staircase, pathways, club house without claiming exclusive right on any common areas.
- 12.18 In the event, the decision is taken by the DEVELOPER to create a permanent "corpus Fund" for the purpose of meeting regular maintenance of the complex it is the responsibility and obligation on the part of the LAND OWNERS and DEVELOPER to collect the corpus fund @ 100 per sft.
- 12.19 It has been agreed between the parties that if the adjoining LAND OWNER(S) agree(s) to give his/their property for development, since it will be advantageous for the construction of the complex same shall be taken up and amalgamated with the schedule property for construction of the complex.

12.20 Without prejudice to the other rights of the DEVELOPER under law and equity, in the event of termination due to LAND OWNERS default, the expenditure incurred by the DEVELOPER shall be reimbursed by the LAND OWNERS.

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- 13. Having regard to the high profile nature of the project certain amounts are required for the purpose of providing additional amenities to the project for more beneficial enjoyment of the occupiers of the units of the project. As such the parties hereto have mutually agreed to collect the same from the prospective purchasers of the units by quantifying the same on par with other similar projects towards such amenities. The DEVELOPER shall determine the quantum of the cost of the amenities for each unit and shall be entitled to directly collect the same from the purchasers of the units falling to its share as well as the units falling to the share of the LAND OWNERS. However it is clearly understood between the parties hereto, the DEVELOPER shall not be entitled to collect any amount towards additional amenities in respect of the units retained by the LAND OWNERS ie., to an extent of two units per each LAND OWNERS.
- It is hereby agreed to float a corpus fund for the entire project which is 14. payable by the ultimate purchasers or the retainers of the Villas/Units @ 100 per Sft to the DEVELOPER at the time of execution of the registered sale deed(s) or at the time of handing over possession of flats (as per convenience) in respect of such flat(s)/unit(s). In the event of the LAND OWNERS intend to retain any units, the corpus fund of such units, shall be paid by such LAND OWNERS to the DEVELOPER before the possession of such unit/flat is handed over. Such fund will be governed and held initially by the DEVELOPER in a separate bank account on account of capital expenses and after the project is completed, the said fund along with administration of maintenance of common amenities will be transferred and made over to the Association or Society formed among the Purchasers / Retainers of the Units in the complex two years thereafter and the interest earned and generated on the same shall always be utilized only to meet capital expenses to be incurred for repairs and replacement of the major items relating to the common amenities such as generators, motors, water pumps, common lawns, gates, laying of roads, pipelines etc., and if at any point of time such interest generated/earned on the corpus fund is not sufficient to meet such expenditure, the residue/deficit required shall be contributed by all the owners of the units in the same proportion in which he contributes the monthly maintenance charges.

### 15. PAYMENT OF MONTHLY MAINTENANCE CHARGES:

It is hereby agreed by the LAND OWNERS that from the date the LAND OWNERS Share is ready for occupation, the LAND OWNERS and their transferees / nominees shall bear and pay proportionate

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monthly maintenance, irrespective of same being occupied or not, expenses for maintenance of common areas and facilities to the DEVELOPER. The LAND OWNERS on receiving an intimation from the DEVELOPER, pay all out goings and general expenses in respect of the LAND OWNERS Share of the units units such as insurance, Municipal expenses, taxes or cess, electrical and water tax and charges, maintenance charges, charges towards maintenance of security and all other costs and expenses connected with the maintenance of buildings and its common areas facilities. The quantum of monthly maintenance charges will be on par with the other complexes in the nearby vicinity. And the DEVELOPER shall maintain the complex for initial period of one year and thereafter transfer such responsibility to the Association of LAND OWNERS of Units Units.

POWERS OF THE ATTORNEY: That by virtue of this Development Agreement, for convenience of both the Parties, the LAND OWNERS hereby constitutes, appoints and nominates P. AMARSEN REDDY and for DEVELOPERS T. CHANDRA SHEKAR REDDY as their lawful Attorney in their name and on their behalf to do all the following acts, deeds and things.

- To give evidence, deposition, sign, verify pleadings, defenses, if any, arising at any time in future. To make applications to obtain relaxations, permissions, sanctions, whatsoever required with a view to give effect to the terms of this agreement including obtaining of sanction for plans and permits from HMDA/GRAM PANCHAYAT/HMDA/GOVERNMENT and obtaining regularization permissions etc;
- 2. To apply for and obtain water, drainage, sewerage, electricity, telephone and/or connections for any other utilities, permits for lifts and also the completion and other certifications from the concerned authority and/or other authorities and for that purpose, to sign all papers and documents and/or representations as may be thought necessary by the said attorney and to pay and recover these charges from the prospective customers in connection therewith.
- To appoint Engineers, Architects and other agents and sub contractors as the said attorney shall think fit and proper and to make payment of their fees and charges at the cost of the DEVELOPERS.
- To warn off, prohibit and if necessary, proceed against in due forum of law, against all or any trespassers on the said schedule property or any

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parts thereof and to take appropriate steps whether by legal action or otherwise and to abate all nuisance.

- 5. To apply for and obtain environmental clearance; such certificates and other permissions and clearances including certificates and/or permissions from the Urban Land Ceiling Authorities, the land conversion authorities and other authorities as may be required for sanction of the layout and architectural plans and execution of the project on the Schedule Property.
- 6. To sign, execute, modify, cancel, alter, draw, approve all papers, documents, declarations, affidavits, applications, returns, confirmations and consents as may be in any way required to be so done for and in connection with the sanction of the plans, construction and otherwise for execution and maintenance of the Project in the Schedule Property.
- 7. To commence, prosecute, enforce, defend, answer or oppose all actions or other legal proceedings, including any suit or arbitration proceeding and demands, touching any of the matters aforesaid or any other matters relating to the Project or any part thereof and also if thought fit, to compromise, refer to arbitration, abandon, submit to judgment or become non-suited in any such action or proceedings as aforesaid before any court, civil, criminal or revenue including rent controller and small causes court including High court and Supreme court.
- To accept notices and services of summons etc; from any court tribunal, postal and/or other authorities and/or persons.
- 9. For the purposes aforesaid to appoint advocates and sign and execute vakalatnama, special power of attorney, warrant of attorney or any other document authorizing such advocates to act and to terminate such authority and to pay fees of such advocates.
- 10. To sign and submit all papers, applications, and documents for having the amalgamations, separation and mutation, if necessary, effected in all public records and with all authorities and/or persons in respect of the Project and if necessary to deal with such authority and authorities in any manner, to have such separation and mutation effected.
- 11. To appear before concerned authorities and government departments and/or its instrumentalities and also all other state, executive, judicial or quasi judicial, municipal and other authorities and also all courts and

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tribunals for all matters connected with the Project and connections of utilities and sanctioning/modifications of the layout and architectural plans and other matters relating to the Project.

- 12. To pay all outgoings including municipal tax, rent revenue and other charges whatsoever, payable for and on account of the Project and receive refunds and other moneys, including compensation of any nature including those for requisition and/or acquisition and to grant valid receipts and/or discharges therefore.
- To give undertakings, assurances and indemnities as may be required for the purpose aforesaid.
- 14. To appear and represent the LAND OWNERS before all authorities make commitments and give undertakings as required for all or any of the purposes therein contained.

The LAND OWNERS hereby confirm and declare that all such acts of the Power of Attorneys herein including all such acts, deeds and things ancillary and incidental to the aforesaid object shall stand ratified and confirmed by the LAND OWNERS and the powers herein vested in the attorney being in the nature of interest in the immovable property shall stand and shall always be irrevocable.

### 16. <u>INDEMNITY</u>:

- 16.1 The DEVELOPER hereby indemnifies and undertakes to hold harmless the LAND OWNERS from and against any / all losses, liabilities, claims, damages, expenses, costs. charges, fees which may be incurred or demanded as a result of any breach of its representations, warranties and covenants under this Agreement.
- 16.2 The LAND OWNERS shall at all times indemnify and keep indemnified the DEVELOPER against all actions, proceedings, claims and demands arising out of any dispute caused due to any misrepresentations / warranties / undertakings as under this Agreement or any action or inaction or non-compliance of legal requirements committed by the LAND OWNERS.

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#### 17. RELATIONSHIP BETWEEN THE PARTIES:

This Agreement does not create a relationship of employment, trust, agency, or partnership between the Parties. Each Party is responsible for its own obligations arising under this Agreement.

#### 18. CONFIDENTIALITY:

Disclosure of Confidential Information

No Confidential Information may be disclosed by either Party to any person except:

If either Party is required to do so by law or by a stock exchange; a.

or

b. If either Party is required to do so in connection with legal proceedings relating to this Agreement.

#### **USE OF CONFIDENTIAL INFORMATION:** 19.

A Party who has received Confidential Information from another under this Agreement must not use it except for the purpose of exercising its rights or performing its obligations under this Agreement.

#### 20. **GENERAL CONDITIONS:**

#### 20.1 Variation/Amendment

A provision of this Agreement or a right created under it shall not be varied or amended except in writing, by both the LAND OWNERS and the DEVELOPERS upon mutual agreement.

#### 20.2 Waiver

No waiver of any provision of this Development Agreement shall be effective unless in writing and signed by both Parties. No failure or delay by either Party in exercising any right, power, or remedy under this Development Agreement shall operate as a waiver of any such right, power or remedy.

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### 20.3 Notices

All notices or other communications between the Parties under this Agreement shall be in writing and delivered personally or sent by registered post/speed post with acknowledgment due or by a nationally recognized express delivery service, addressed to the LAND OWNERS or the DEVELOPER as applicable, at the address specified in this Agreement, or at such other addresses or facsimile numbers as either Party may specify by notice to the other Party pursuant to this Clause. All notices shall be effective upon receipt unless a later time is specified in it.

### 20.4 Severability

In the event that any of these covenants or provisions shall for any reason be adjudged, decreed or ordered by any court of competent jurisdiction to be illegal, invalid and unenforceable in any respect, such covenants or provisions shall be modified to the extent necessary to render all of them legal, valid and enforceable and such judgment, decree or order shall not affect, impair or invalidate any of the remaining covenants or provisions of this Agreement.

### 20.5 Miscellaneous

This Agreement (i) constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral, as to such subject matter; and (ii) may not be assigned by either Party without the written consent of the other Party.

### 20.6 Authorization

The individual executing this Agreement on behalf of each of the Parties personally represents that he or she is duly authorized to execute this Agreement on behalf of such entity and that this Agreement is binding upon such entity.

### 20.7 Clause Titles

The clause titles used in this Agreement are for reference purpose only and are not intended to add or to limit or in any other way change or interpret the meaning or the language in the Agreement.

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### 21. GOVERNING LAW AND JURISDICTION:

This Agreement shall be governed by and construed in accordance with the Indian laws. The Parties hereby agree to submit to the exclusive Jurisdiction of Courts at Ranga Reddy District Courts, Telangana State in case of any and all disputes and differences arising out of this Agreement.

### 22. <u>DISPUTES RESOLUTION:</u>

All the disputes arising out of or in connection with, this Development Agreement shall be initially resolved by mutual discussions among the LAND OWNERS and DEVELOPER or the nominated representatives of both the parties. In case of disputes not resolved by mutual discussions, the same shall be referred to the arbitration in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The disputes shall be referred to the mutually agreed Arbitrator. The venue of the Arbitration shall be at Hyderabad. The award of the Arbitrator shall be final and binding on both the parties.

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# SCHEDULE PROPERTY

All that land bearing Sy.No.191/AA admeasuring Ac.7-24 gts. and Sy.No.192/AA admeasuring Ac.15-11 gts. total admeasuring Ac.22-35 gts. located contiguously at Patancheru village & Mandal, Sanga Reddy District and bounded by:

North

: PAMULA VAGU

South

: NEIGHBORS LAND IN SY NO. 187, 188, 190, 197, 196

East

: NEIGHBORS LAND IN SY NO. 193, 195

West

: PAMULA VAGU

IN WITNESS WHEREOF the parties hereto have executed this Development Agreement Cum GPA on the date, month and year hereinabove mentioned in the presence of the following witnesses:

WITNESSES:

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**DEVELOPER** 

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### ANNEXURE

## Project Specification:

1.	STRUCTURE	<ul> <li>Shell: RCC framed structure with masonry partitions. The height of the floor shall be 10' from floor to floor.</li> </ul>
		<ul> <li>Masonry: AAC/solid-block masonry of 200mm thickness for external walls and AAC/solid-block masonry of 100mm thickness for internal walls.</li> </ul>
		<ul> <li>Plastering: 18mm thick double coat waterproof plastering for external walls.</li> <li>12mm thick single coat plastering for internal walls.</li> </ul>
		Makes: Ordinary Portland cement- ACC, Priya, KCP, Reinforcement steel – Fe 500 D
2.	FLOORING & DADO	<ul> <li>Living &amp; Dining: 800X800mm vitrified tile flooring with appropriate joining details.</li> </ul>
		<ul> <li>Kitchen: 600X600mm vitrified tile flooring with paper joints, granite counter top and 300X200mm ceramic wall tiles above the counter upto a height of 2'.</li> </ul>
		<ul> <li>Utility: 300X300mm easy grip ceramic tile flooring and 300X200mm ceramic wall tiles.</li> </ul>
		<ul> <li>Bedrooms: 600X600mm vitrified tile flooring with paper joints.</li> </ul>

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		<ul> <li>Bathrooms: 300X300mm easy grip ceramic tile flooring and 300X200mm wal tiles up to door top.</li> </ul>
		Balconies/Sit-outs: 600X600mm easy grip ceramic tile flooring
		Staircase: Easy grip granite flooring
		Parking Flooring: Vacuum Dewatered flooring/Indian Patent Stone flooring/Parking Tiles
		Terrace Flooring: Cement flooring
		Makes: Nitco, Kajaria, Somany, RAK, Qtone, Vermora
3.	SANITARY FIXTURES	<ul> <li>Water Closets: Floor mounted western style, porcelain EWC of reputed make shall be provided in all bathrooms.</li> </ul>
		<ul> <li>Overhead Showers: Overhead showers of reputed make shall be provided in all bathrooms.</li> </ul>
		<ul> <li>Wash Basins: Porcelain wash basins of reputed make shall be provided in all bathrooms. All basins shall be provided with a 32mm CP waste coupling &amp; CP bottle trap of standard make.</li> </ul>
		<ul> <li>Kitchen Sink: Stainless steel sink of reputed make shall be provided.</li> </ul>
		Faucets: All faucets shall be CP, heavy

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		body metal fittings of reputed make.
		<ul> <li>Hot water: Connection shall be provided to the shower and wash-basin in each bathroom and to the sink in the kitchen from solar water heater.</li> </ul>
		Washing Machine Point: One cold water inlet and drainage outlet for washing machine shall be provided in the Utility.
		<ul> <li>Plumbing: All water supply lines will be CPVC &amp; drainage lines shall be PVC pipes. Sewage lines shall be in stoneware.</li> </ul>
		Makes: Sanitary fixtures – Kohler, Jaquar, Cera, Hindware
4.	DOORS & WINDOWS	Door Height: All Doors shall be 7' high from finished flooring level
		Frames: Main door frame in teak wood and all other door frames in hard wood
		Shutters: Main door shall be in solid core flush (block board) shutters with paneled decorated veneer with polished finish and internal doors shall be in factory pressed laminate shutters.
		Windows: Windows shall be of Un plasticised Poly Vinyl Chloride (UPVC) with glazing of 5mm thick float glass with provision for mosquito mesh.
		Hardware: All hardware shall be in brush

		finished stainless steel. The main door shall be provided with a latch of reputed make. All other doors will be provided with door bolts and a mortise/tubular/cylindrical lock.  Makes: Windows: Aparna Venster, NCL Veka,
5.	PAINTINGS	Paint: All internal paint with two coats of luppum, one coat of primer and with two coats of plastic emulsion paint as per the colour scheme of the architect.
		<ul> <li>External paint: Two coats of exterior grade luppum with one coat of primer and three coats of external grade acrylic emulsion as per the colour scheme of the architect.</li> <li>Special textured paint may be used in certain areas.</li> </ul>
		Staircase railing: Shall be in stainless steel as per Architect's design.      Makes:     Birla Putty, Asian paints, Berger, Nerolac.
6.	ELECTRICAL	Wiring: All wiring shall be of reputed make FRLS wires and cables, concealed in 25mm dia, 2mm thick PVC conduit pipes. The wiring for the 15 amp points shall be in 3/20 copper wire of 1100 grade adequate for equipment of capacity upto 5.0 KW. The wiring for 5 amp points shall be of 3/22 rating adequate for wet grinders/mixers/shavers/ refrigerators/washing machines and other equipment of capacity upto 1100W.

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- Switches: All switches shall be of reputed make. Universal sockets will be provided in Living. Dining & Bedrooms. Apart from the basic light and fan controls, the following number of sockets shall be provided in various rooms:
- Living / Dining: 4 nos 5 amp switch & socket, 1 no - 15 amp switch and socket.
- Kitchen: 3 nos 5 amp switch & socket, 3 nos – 15 amp switch and socket,
- Utility: 1 no 5 amp switch & socket, 2 nos - 15 amp switch and socket.
- Master Bedroom: 4 nos 5 amp switch & socket.
- Other Bedrooms: 3 nos 5 amp switch & socket.
- Bathrooms: I no −5 amp switch & socket.
- Air-Conditioning: Sleeves shall be provided along with switch & socket in Living and All Bedrooms. Outdoor unit location to be finalized in marked places only.
- Geyser: Provision for geyser along with switch & socket in all toilets.
- Exhaust: Provision for exhaust along with switch & socket in kitchen and toilets.

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	<ul> <li>Common Area lighting: Adequate lighting shall be provided in all the common areas</li> </ul>
	Makes: Conduits – Sudhakar, Precision, Avon plast. FRL wires, MCBs – Finolex, Polycab. Switches and Sockets: Legrand, Schneider, Anchor. Lights Fittings: Philips, Wipro, Crompton
COMMUNICATION SYSTEM	<ul> <li>Telephone Point: One each shall be provided in living and master bedroom.</li> </ul>
	<ul> <li>Internet/Cable: Conduit shall be provided at designated location as provision to lay cable as per customer requirement.</li> </ul>
	<ul> <li>TV cable: Conduit shall be provided in living room &amp; master bedroom as provision to lay cable as per customer requirement.</li> </ul>
	<ul> <li>Intercom Facility: All the units shall be interconnected and also connect to the servicing units and security.</li> </ul>
SECURITY SYSTEM	<ul> <li>Solar powered fence: Shall be provided for the total compound wall. Surveillance cameras shall be provided at the main security and entrance/exit gates</li> </ul>
	<ul> <li>Internal compound wall: Height of 5ft at the back of each villa</li> </ul>
UTILITIES & SERVICES	Back-up Power: Shall be provided to individual units upto a limit of 1 KvA and also to the common area lighting, pumps and motors. The Generators shall be provided with acoustic enclosures and an
	SECURITY SYSTEM  UTILITIES &

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		automatic change-over switch.
		Solar Water Heater: Each unit shall be provided with solar water heater of adequate capacity
		Sewage Treatment Plant: STP of adequate capacity shall be provided and part of the treated sewage water will be used for gardening purpose.
		Water Treatment Plant: Fully treated water shall be made available through an exclusive water softening and purification plant with water meters for each unit.
		Water Supply: Water to individual overhead tank is supplied through underground piping system from treated water Sump.
		Rain Water Harvesting: As per IGBC and HMDA norms.
		Road Network: As per HMDA norms.
10.	FACILITIES & AMENITIES	Clubhouse: Club house with a banquet hall/cafeteria for parties/functions/multi-purpose room. Suite rooms provided for guests. Area: 20000 Sft.
		<ul> <li>Swimming Pool: A 20' x 60' x 4' pool with a separate 16' x 16' paddle pool for kids along with changing rooms.</li> <li>Gym: Provided with commercial low-impact treadmill, total body elliptical fitness cross trainer, upright cycle, 4 station</li> </ul>
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		multi-gym, flat incline, decline multipurpose bench and dumbbells.
		<ul> <li>Sporting Facilities: Indoor gaming room, basketball hoop, children's play area and walking/jogging track.</li> </ul>
		<ul> <li>Shopping Facilities: Commercial spaces to cater to the requirements of the residents of the community.</li> </ul>
11.	LANDSCAPING	Soil: Good quality red soil and sand mixture with manure shall serve as the base layer for landscaping.
		Irrigation: Drip system shall be provided for landscaped areas.
		<ul> <li>Soft Landscaping: Grass, shrubs, bamboo and easy maintenance plants shall be provided.</li> </ul>
		<ul> <li>Lighting: Solar powered light posts with lamp fittings for landscape.</li> </ul>

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For Elemental Realty Private Limited to the Opinector

### **ANNEXURE-II**

1. Description of the property : All that the land bearing Sy.No.191/AA and Sy.No.192/AA, Situated at Patancheru Village & Mandal, Sangareddy District, Telangana State.

2. Nature of the Roof : RCC

3. Type of Structure : Pillars & Wails

4. Total extent of the site : Ac 22-35 Gts

5. Total built up area : 280000 Sq.Feets (approx)

6. Value of the total extent : Rs.18,30,00,000

7. Value of the total built-up area: Rs.19,60,00,000/-

### **DECLARATION**

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

Date: 03.11.2018.

WITNESSES:

1. Syliddy

DEVELOPER
(Elemental Realty Pvt. Ltd.)

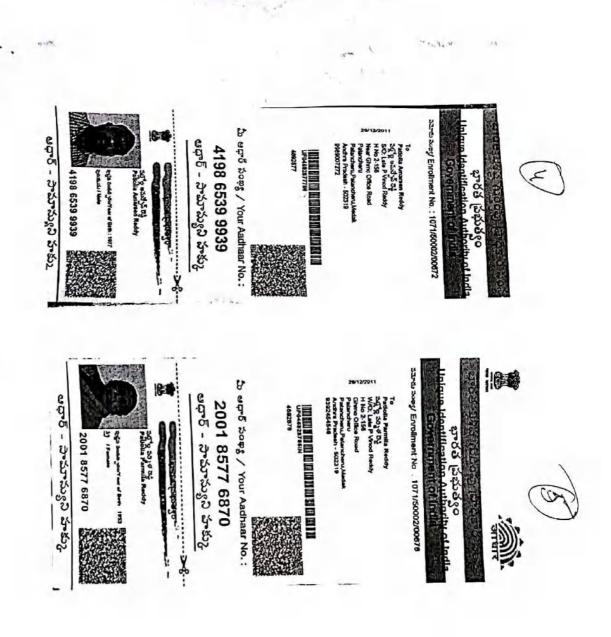
Fo. Elemental Realty Private Limited



property.



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Fud dered ued uds. 500089 Address

5/O Late Sathyanarayana Reddy, FLAT NO. 202 PRIDE DREAM HOME PLOT NO. G. 47, PANCHAVATI COLONY, BESIDE YER NILAYAM MANI KONDA, Rangareddi

Andhra Pradosh, 500009

Aadhaar - Aam Aadmi ka Adhikar







Kaluva Prabhudhan Reddy Kaluva Prabhudhan Reddy DOB 16-04-1962 Gender Male



3842 0449 7070

आधार - आम आदमी का अधिकार



## नाम उन्यहचान प्राधिकरण

Address 5/o, Kaluva Venkat Heddy, 402, North East Excellence, Cyber Village, Hafeespet, Mlyapur, Miyapur, Hyderabad, Telangana, 500049









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District : మెదక్ Mandal : పటాన్ చెరు							Village : పటంచేరు Exten			Units : Acres/guntas		Fasli: 1423 Year: 2013				
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2	192/ ਦਾ	7.2500	0.0000	7.2500	పట్టా	5.05	ఖుష్క	వర్షము	0.0000	3	పి.అళోక <b>్</b> రెడ్డి (నర్పంహారెడ్డి)	పి.లళోకురెడ్డి (నర్పెంహారెడ్డి)	7.2500	పట్టాదారు	