

Presentation Endorsement: Presented in the Office of the Sub Registrar, Kukatpally along with the Photographs & Thumb Imprepaions as required Under Spetion 32-A of Registration Act, 1908 and fee of Rs. 100000/- paid between the hours of on the 06th day of JUN, 2022 06th day of JUN, 2022 by Sri G. Vengal Rao Execution admitted by (Details of all Executants/Claimants under Sec 32A): Signature/Ink Thumb SI No Code Thumb Impression Photo Impression M'S.BHAVYA CONSTRUCTIONS PRIVATE LIMITED REP BY ADITYA VENIGALLA (MANAGING DIRECTOR) 1 CL SID. V.ANANDA PRASAD PLOT NO.1699/A, ROAD NO. 65 JUBILEE HILLS, HYDERABAD M/S IBHWYA CONSTITUTE [1511-1-2022-6173] G.HARATHE D/O. G.VENGAL RAD 2 EX HINO: 1-50, KUKAPTALLY HYDERABAD . CHWIATHI (0)00000 (1511-1-0102-9170) G.KEERTHANA D/O. G.JANARDHANA RAO EX H.NO.5-1-50/2, KUKATPALLY,, HYDERABAD L. KEERTHANA (100) 5173/2022 & Doct No MADHAVARAM ARCHANA of 38 D/D. G.VENGAL RAD 4 EX: HNO.3-6-B/A, VIVEKANANDA NAGAR COLONY, KUKATPALLY, HYDERABAD Sheet (1511-1-20 JASS. SHIVAIAHGARI UMA RANI D/D, G,DHARMA RAD 5 EX PLOT.NO.47, SESHADRI NAGAR, KUKATPALLY, HYDERABAD 5.60500 G.VISHWATEJESHWAR RAD 8/O. G.VENGAL RAD 6 EX H.NO.2-22-46/4, EENADU COLONY, KUKATPALLY, HYDERABAD G.X19+WATEJESHWAR R [1511-1-2012-51711

G.NEELAMMA W/O, G.VENGAL RAO

H.NO.1-50, KUKATPALLY,, HYDERABAD

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G.NETLAMMA::06/06/ [1511-1-2022-6171]



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CR-NERIAMOS

- SMT. G. SAVITHRI, W/o. Sri. G. Dharma Rao, aged about 80 years, Occ. Business, R/o. 5-1-50/2 BJP Office Road Tandra Paparayudu Circle Kukatpally Hyderabad-72. (Aadhar No: 8993-9230-1251).
- SMT. G. RAJYALAKSHMI, W/o. Sri. G. Janardhan Rao, aged about 50 years, Occ. Business, R/o. 2-22-46/3 Plot No 141 Eenadu Colony Vivekananda Nagar Colony Kukatpally Hyderabad -72 (Aadhar No: 5449-8048-6284) (PAN: ANVPK0466E).
- SRI. G. RAJA RAO, S/o. Sri. G. Janardhan Rao, aged about 30 years, Occ: Business, R/o. 5-1-50/2 BJP Office Road Near ZPP High School Kukatpally Hyderabad-72. (Aadhar No: 3101-8979-0553) (PAN: DYMPR2272A).
- SRL G. DHARMA RAO, S/o. Sri. Late Rangalah, aged about 85 years. Occ. Business, R/o. 5-1-50/2 BJP Office Road Tandra Paparayudu Circle Kukatpally Hyderabad-72. (Aadhar No: 6910-7594-0011) (PAN: AJDPG3437D).
- SMT. G. NEELAMMA, W/o. Sri. G. Vengal Rao, aged about 55 years, Occ: Housewife, R/o. 1-50 BJP Office Road Kukatpally Village Kukatpally Hyderabad 72. (Aadhar No: 8262-6926-0514) (PAN: AJDPG3446N).
- SRI. G. VISHWATEJESHWAR RAO, S/o. Sri. G. Vengal Rao, aged about 36 years, Occ; Business, R/o. 2-22-46/4 Plot No 431 Eenadu Colony Vivekananda Nagar Colony Kukatpally Hyderabad -72. (Aadhar No: 5571-5053-9984) (PAN: BNSPG1760K).
- SMT. SHIVAIAHGARI UMA RANI D/o G DHARMA RAO W/o S NARSING RAO ahed about 53 year OCC: House Wife R/o Plot No 47 Seshadri Nagar Beside Seshadri Nagar Community Hall Kukatpally Hyderabad -72. (Aadhar No 4345-5039-7277) (PAN GSKPS0870N).
- SMT. MADHAVARAM ARCHANA D/o G VENGAL RAO w/o mdhavaram Chandra Sekhar Rao Aged about 33 Years Occ House Wife R/o HNO 3-6-9/A Plot No 223 Vivekananda Nagar Colony Near Society Office Kukatpally Hyderabad-72.(Aadhar No 8417-0673-3252) (PAN BDQPG0611P).
- MISS, G.KEERTHANA D/o G.Janardhana Rao Aged about 28 year Occ: Service R/o 5-1-50/2 BJP Office Road Near ZPP High School Kukatpally Hyderabad-72, (Aadhar No: 9488-6693-9961).
- MISS, G.HARATHI D/o G VEngal Rao Aged about 31 years Occ: Service R/o 1-50 BJP Office Road Kukatpally Village Kukatpally Hyderabad 72 (Aadhar No: 8885-1449-8545)

(Hereinafter referred to as "LANDOWNERS" which expression shall, unless excluded by or repugnant to the subject or context, be deemed to mean and include their heirs, executors, administrators, successors, representatives, assigns, nominees and agents);

AND

M/S. BHAVYA CONSTRUCTIONS PRIVATE LIMITED, (PAN:AAACB8482C) a company incorporated under Companies Act, 1956, having its registered office at Plot No. 1099/A, Road No. 41, Jubilee Hills Hyderabad – 500033, rep by its Managing Director SRI. ADITYA VENIGALIA S/o. SRI V.ANANDA PRASAD age 32 yrs., Occupation: Business, Residing at Plot No. 1099/A, Road No. 41, Jubilee Hills, Hyderabad – 500033, PAN:AFLPV2938Q Aadhar:3370 0541 4346, Cell:9949999599.

(Hereinafter referred to as "DEVELOPER" which expression shall mean its successors-in-interest, permitted assigns, and administrators).

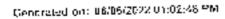
The Landowners and the Developer shall collectively be referred to as Parties and individually as Party.

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MANAGING DIRECTOR

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Signature/Int Thomas

WHEREAS -

Flow of title with respect to Survey No. 317:

- A. Originally, Sri. Yamjala Bhoomaiah @ Kummari Bhoomaiah was the pattadar and possessir with respect to an extent of land admeasuring Acres 02-32 Guntas in Survey No. 317 of Kukatpally Village, Kukatpally Mandal (erstwhile Balanagar Mandal), Medchal-Malkajgiri District (erstwhile Ranga Reddy District).
- B. While so, Sri. Yamajala Bhoomaiah and Sri. Yamajala Rajaiah were brothers and subsequently partitioned the entire extent of land admeasuring Acres 02-32 Guntas in Survey No. 317 of Kukatpally Village, Kukatpally Mandal (crstwhile Balanagar Mandal), Medchal-Malkaigiri District (erstwhile Ranga Reddy District) equally, and acquired an extent of Acres 01-16 Guntas each, by virtue of proceedings dated 09.09.1997 bearing no. B/703/97 issued by the Mandal Revenue Officer, erstwhile Balanagar Mandal.
- C. Thereafter, Sri. Yamajala Rajaiah and Sri. Yamajala Mallaiah executed a Sale Deed dated 27.01.2005 registered as Document No.527 of 2005 in the office of Sub Registrar, Kukatpally with respect to an extent of land admeasuring Acres 01-16 Guntas in Survey No. 317 (Part) of Kukatpally Village, Kukatpally Mandal (crstwhile Balanagar Mandal), Medchal-Malkajgiri District (erstwhile Ranga Reddy District) in favour of Sri. G, Janardhan Rao, Smt. G, Savithri Rao, Smt. G. Rajyalakshmi and Sri. G. Raja Rao, i.e., Landowner Nos. 2 to 5 herein. Thereafter, the Deputy Collector and Mandal Revenue Officer issued mutation proceedings dated 31.05.2005 bearing no. B/2422/05 in favour of Landowner Nos. 2 to 5. The said extent of Acres 01-16 Guntas is referred to as the Schedule A Property and described in detail in Schedule A hereto.
- D. Similarly, subsequent to the demise of Sri. Yamajala Bhoomajah on 29.03,2000, his legal heirs, i.e., Sri. Yamajala Muthyaloo and Sri. Yamajala Bikshapathi executed a Sale Deed dated 27.01.2005 registered as Document No.528 of 2005 in the office of Sub-Registrar, Kukatpally with respect to an extent of land admeasuring Acres 01-16 Guntas in Survey No. 317 (Part) of Kukatpally Village, Kukatpally Mandal (erstwhile Balanagar Mandal), Medchal-Malkajgiri District (erstwhile Ranga Reddy District) in favour of Sri. G. Vengal Rao, Sri. G. Dharma Rao, Smt. G. Neelamma and Sri. G. Vishwatejeshwar Rao, i.e., Landowner Nos. 1, 6, 7 and 8 herein. Thereafter, the Deputy Collector and Mandal Revenue Officer issued mutation proceedings dated 31.05.2005 bearing no. B/2424/05 in favour of Landowner Nos. 1, 6, 7 and 8. The said extent of Acres 01-16 Guntas is referred to as the Schedule B Property and described in detail in Schedule B hereto.
- E. Whereas the land in Survey No.317, belongs to SRI, G. VENGAL RAO, Party No.1 of the First Part has been made Sub-division as 317/e/1, for an extent of 1694 Sq.yards or Ac.0-14 Gts, and given Khata No.60024, 317/69/2, for an extent of 1694 Sq.yards or Ac.0-14 Gts, and given Khata No.60024, 317/e/3, for an extent of 1694 Sq.yards or Ac.0-14 Gts, and given Khata No.60024, and 317/69/4, for an extent of 1694 Sq.yards or Ac.0-14 Gts, and given Khata No.60024, thus totally admeasuring 6776 Sq.yards or Ac.1-16 Gts. 2) (1-dt)

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FOR BHAVYA CONSTRUCTIONS PVT. LTD.

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Aachaar No. XXXXXXXXX1871 None: Gatlimukkola Janardhan

Aadhaar No; XXXXXXXX8284 Name: G Rajyalakmi

Aadhaar No: XXXXXXXXXXXXXXXX Name: Gottmukkala Charma Rab

Aadhaar No. XXXXXXXXX8545 Name Mechinen Haranti

Aadhaar No: XXXXXXXXX4766 Name: Vergal Rad Gottmakkula

Addhaar No: XXXXXXXXX1251 Name, Golt makkala Sawin

Apdibaar No. XXXXXXXXXX0514 Name: Getimukka a Neolamma

E-KYC Details as received 1 km IIIDAU Adoress

S/O PANY, 15, RANGARECC'S Hyderabed Andhra Empanti 500072

SrC Babb Rito, Tiranmlagai, Lyop alvad, Telar Janet 300086.

S/O - Goldmukkala (Charmaren) KURAT PALLY, hydarabuc, Anchra Pradeshi 500072

W/O i Gilana dhan Rao. Kessipally, Hyderabad, Telangana, 5 (0972)

S/O Tato Gottimukkaju Runga Rše. KUKAT PALLY Hydronlad Andhra Piadesh. 900072

D/O - Gottimukko a Vergoi Robi KINKAT PALLY, Hyderadair, Anghra Pradosh, 900072

S/O - Gott makkula Diarma Red KIJKAT PALLY, Fyderabald, Arich a Prodush. 000072

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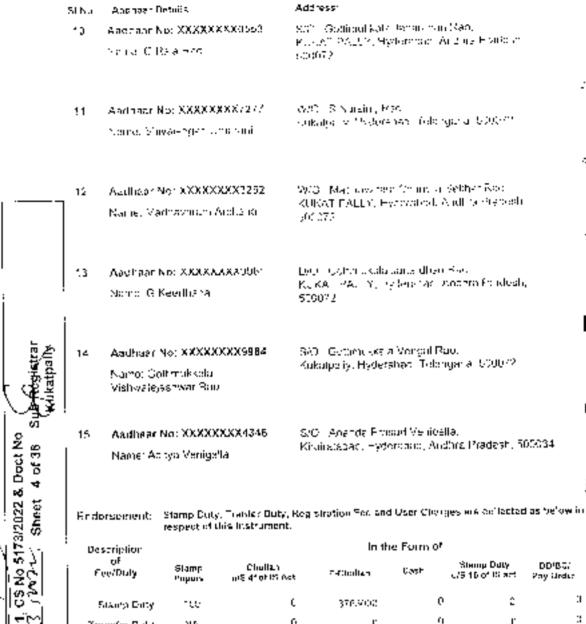
And the Sri. G. VENGAL RAO, has applied and obtained NALA Order from Tahsildar of Kukatpally Mandal, Medchal-Malkajgiri District, vide proceedings No.HS2100000822 for Survey No. 317/6/1, admeasuring Ac.0-14 Gts, proceedings No.HS2100000848 for Survey No. 317/es/2, admeasuring Ac.0-14 Gts, proceedings No.HS2100000849 for Survey No. 317/e/3, admeasuring Ac.0-14 Gts, and proceedings No.HS2100000850 for Survey No. 317/e/4, admeasuring Ac.0-14 Gts.

- Whereas the land in Survey No.317, belongs to SRI, G. JANARDHAN RAO, Party No.2 of the First Part has been made Sub-division as 317/e/5, for an extent of 1694 Sq.yards or Ac.0-14 Gts, and given Khata No.60023, 317/es/6, for an extent of 1694 Sq.yards or Ac.0-14 Gts, and given Khata No.60023, 317/69/7, for an extent of 1694 Sq.yards or Ac.0-14 Gts, and given Khata No.60023, and 317/60/8, for an extent of 1694 Sq.yards or Ac.0-14 Gts, and given Khata No.60023, thus totally admeasuring 6776 Sq.yards or Ac.1-16 Gts. And the Sri. G. JANARDHAN RAO, has applied and obtained NALA Order from Tahsildar of Kukatpally Mandal, Medchal-Malkajgiri District, vide proceedings No.HS2100000854 for Survey No. 317/e/5, admeasuring Ac.0-14 Gts, proceedings No.HS2100000855 for Survey No. 317/e/6, admeasuring Ac.0-14 Gts, proceedings No.HS2100000856 for Survey No. 317/es/7, admeasuring Ac.0-14 Gts, and proceedings No.HS2100000857 for Survey No. 317/66/8. admeasuring Ac.0-14 Gts.
- G. The Developer is a company involved in the business of real estate construction and development. The Developer's team has a rich experience of developing flats and residential and commercial projects. Based on the representations and warranties, the Landowners requested the Developer to develop the Schedule A Property and Schedule B Property by clubbing them with the adjacent and contiguous lands belonging to such other third parties, into a residential project consisting of apartments.
- H. The Landowners and the Developer have entered into discussions and have agreed that the Developer shall undertake the development of the Project with respect to Schedule A Property and Schedule B Property on the terms and conditions set out in this Agreement.

I. Since, the Schedule A Property and the Schedule B Property constitute a contiguous bit of land admeasuring Acres 02-32 Guntas, with the boundaries mentioned in the Schedule) Cheller 2) G. Dy herein and hereinafter referred to as the Schedule Property.

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For BHAVYA CONSTRUCTIONS PVT. LTD.



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Signature of Brighting Officer

THE PARTIES AGREE TO THE FOLLOWING:

1. Definitions and construction

- a. In this Agreement, unless the context otherwise requires:
 - (i) "Agreement" shall mean this Agreement including all its annexure, recitals, schedules and terms and conditions.
 - (ii) "Approvals" means obtaining of approvals, from Airport Authority of India, Pollution Control Board, Telangana State Fire Service Department, Hyderabad Metro Water Works and Sewerage Board, Telangana State Electricity Board for Development and Construction of the project on Schedule Property.
 - (iii) "Association" means association of the Apartment Owners of the Residential Complex being developed formed for the purpose of management and maintenance of common areas and common assets of the Residential Complex. The Association will be formed by the DEVELOPER.
 - (iv) "Club House" shall mean the club house being built in the Residential Complex with facilities.
 - (v) "Common Area" means
 - the staircases, lifts, lift lobbies, fire escapes and common entrances and exits of the building.
 - ii. common basements and common storage spaces.
 - iii. installation of central services.
 - water tanks, sumps, motors, fans, compressors, ducts and all apparatus connection with installation for common use.
 - v. club, community and facilities as provided for use of Residents of apartments.
 - all other portions of the project necessary or convenient for its maintenance safety etc and in common use.
 - (vi) The entire land given for development.
 - (vii) "Common Facilities" means common facilities provided in the project by the DEVELOPER including all utilities which are for common enjoyment of residents of the complex.
 - (viii) "Completion of the Project" is the date on which the DEVELOPER procures the 'Occupancy Certificate' for the entire project from the competent authority as agreed under the timelines under this agreement, including the completion of the Amenities Block, Club House, facilities, etc.
 - (ix) "Completion Certificate" or "Occupancy Certificate" means the completion certificate, or such other certificate, by whatever name called, issued by the competent authority certifying that the real estate project has been developed according to the sanctioned plan, layout plan and specifications, as approved by the competent authority under the local laws;

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FOR BHAVYA CONSTRUCTIONS PVT. LTD.

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- (x) "Delivery of Apartments" means completion of construction as per the specifications mentioned in this agreement, and delivery of Residential apartments to the owners/purchasers of the Apartments.
- (xi) "Development" under the present agreement means, with its grammatical variations and cognate expressions, means carrying out the development scheme and its ancillary activities, engineering or other operations in, on, over the Schedule Property or the making of any material change in Schedule Property;
- (xii) "Development works" means the external and internal development works on the Schedule Property as per the sanctioned building plans;
- (xiii) "Developed Premises" or "Project" shall mean the residential apartment complex promised by the DEVELOPER to be built in the schedule property which includes the Super built-up area of the project along with the common amenities like parking, play area, amenities, club house, facilities, etc. in the schedule land after the completion of the development by the DEVELOPER in accordance with the present Agreement.
- (xiv) "Force Majeure" shall mean any act of God, war, civil disturbance, strike, breakdown or interruption of infrastructure, non-availability of cement, steel or other construction materials or any other circumstances beyond the reasonable control of a Party.
- (xv) "HMDA" means the Hyderabad Metropolitan Development Authority.
- (xvi) 'GHMC" Greater Hyderabad Municipal Cooperation
- (xvii) "Maintenance Charges" means the maintenance charges payable by each Landowner or flat owner to the Developer or owners' association to be established by the Developer, 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; (b) Infrastructure Charges as set out in this Agreement; and (c) any statutory payments, taxes etc. with regard to the Project.
- (xviii) "Project" shall mean the proposed residential flatsas per the sanctioned plans, and Club House / Amenities Block and other features proposed to be constructed in the Schedule Property; including but not limited to the parking area, both covered and open area, common areas, landscaping areas (if any), terrace areas, etc. as may be described in the project brochure or the Allocation Agreement or Agreement of Sale(s) or Sale Deed(s), which is constructed / accomplished upon the Schedule Property; Hereinafter may also be referred to as the composite project and includes multiple phases of the project to be developed by the Developer on the Schedule Property and the adjacent properties.

(xix) "Possession for Occupancy" shall mean handing over possession of the Residential Apartment for the purpose of inhabitation with all utilities such as water, electricity, parking, lifts and drainage.

FOR BHAVYA CONSTRUCTIONS PVT. LTD.

MANAGING DIRECTOR

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- (xx) "Saleable Area" or "Built-up Area" means the Carpet Area as defined above plus the proportionate share of common areas. (as defined under G.O.Ms.202, Dt.31/07/2017);
- (xxi) "Sanctioned Plan" shall mean the plan for the Project which has been approved by the Hyderabad Metropolitan Development Authority and shall include the building permissions to be obtained from the relevant statutory authority.

{Words and Expressions used herein but not defined in RERA Act and defined in any laws and building Rules for the time being in force or in the municipal laws or such other relevant laws of the appropriate Government shall have the same meanings respectively assigned to them in those laws or as per its grammatical interpretation and variation, relevant to the contract.}

- b. Unless the context otherwise requires in this Agreement:
 - the use of words importing the singular shall include the plural and masculine shall include feminine gender and vice versa;
 - reference to any law shall include such law as from time to time enacted, amended, supplemented or reenacted;
 - (iii) reference to the words "include" or "including" shall be construed without limitation;and
 - (iv) 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.

2. Development of the Schedule Property

- The Landowners entrust the Schedule Property to the Developer, for the construction and development of the Project.
- b. The Developer agrees to develop Schedule Property at its own cost and expense and with its own resources, by construction of the Project as the Developer may deem fit, after obtaining the necessary permissions/sanctions under the existing building rules from the concerned authorities.
- c. The Landowners hereby deliver the vacant and physical possession of the Schedule Propertyon the date of this Agreement, for the development of the Project within the agreed timelines and specifications., in accordance with the sanctioned plan.

d. The Landowners agree that the Developer shall be entitled to pool adjacent lands along with the Schedule Property for the purposes of developing the same into the Project, provided that the terms and conditions of this Agreement are not affected in any manner.

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For BHAVYA CONSTRUCTIONS PVT. LTD.

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e. The Landowners explicitly, irrevocably and unconditionally authorize and grantspecific power of attorney to the Developer to take necessary steps to get the required permissions/ relaxations/ exemptions and clearances for this Project, including No Objection Certificate from the Irrigation Department, Airports Authority of India/ Civil Aviation Department, etc., if applicable, on behalf of the Landowners. The Developer shall also obtain permission for conversion of land use from the GHMC/HMDA, if necessary, with its own cost, on behalf of the Landowners.

3. Allotment of the Saleable Area and Supplementary Agreement

a. The Landowners herein shall be entitled to 61,500 Sft per 4840 Sq.yards or Acre of total built up area as mentioned under:

EXTENT IN SQUARE YARDS	BUITUP ARE (INCLUDING COMMON AREA)
786.5 SQUARE YARDS	9996 SQUARE FEET
1331 SQUARE YARDS	16917 SQUARE FEET
1331 SQUARE YARDS	16917 SQUARE FEET
786.5 SQUARE YARDS	9996 SQUARE FEET
1331 SQUARE YARDS	16917 SQUARE FEET
1331 SQUARE YARDS	16917 SQUARE FEET
484 SQUARE YARDS	6152 SQUARE FEET
2420 SQUARE YARDS	30758 SQUARE FEET
1875.5 SQUARE YARDS	23838 SQUARE FEET
1875.5 SQUARE YARDS	23838 SQUARE FEET
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And the Developer shall be entitled to the remaining balance of the total built up area in the Project.

The Landowners and the Developer shall enter into a Supplementary Agreement in relation to the allotment of the saleable area and the flats within 30 days after the date of obtaining permissions from the GHMC/HMDA for undertaking constructions. If any of the Landowner fails or refuses to execute the Supplementary Agreement within a period of 30 (Thirty) days after the receipt of the building permissions from GHMC/HMDA (of which the Developer shall inform the Landowner forthwith after receipt of the said approvals in writing), the Developer, along with the willing Landowners, shall be entitled to execute the Supplementary Agreement and agree on the allocation of the built up area as amongst themselves or their nominees from their respective shares. As regards those Landowners who have failed or refused to execute the Supplementary Agreement, the Developer shall be entitled to unilaterally decide the allocation of the built up area of such Landowner and each Landowner expressly, irrevocably and unconditionally authorizes the Developer to enter into the Supplementary Agreement on its behalf and as its attorney to confirm such allotment and such Landowner shall not raise any dispute with regard to such allotment. It is agreed that the Developer shall be entitled to commence construction immediately after receipt of the building permissions from GHMC/HMDA and the non-execution of the Supplementary Agreement shall not in any manner affect the development or construction of the Project,

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- c. The Parties hereto shall be entitled to their respective entitlement of the developed space as mentioned in Clause 4.1, along with the corresponding undivided share of land (UDS) which is calculated upon the entire schedule property.
- d. It is agreed between the parties hereto that, the parking spaces layout will be provided to the LANDOWNERS for their reference and accordingly the same shall be shared proportionately., which will also be done at the time of entering into the Supplementary Agreement.
- e. The common areas such as staircases, passages, lifts, etc., in the project shall be treated as common property of all the ultimate owners of all the flats / apartments and no exclusive rights will be claimed in respect thereto by either the LANDOWNERS or the DEVELOPER or their successors-in-interest.

4. Representations and Obligations of the Landowners

- The Landowners declare that they are the sole and absolute owners and physical possessors
 of the Schedule Property owned by them.
- b. The Landowners have delivered the possession of the Schedule Property to the Developer, free of all encumbrances and obstructions, for the purposes contemplated in this Agreement. The Developer shall, from the date of execution of this Agreement, enter upon Schedule Property as contemplated in this Agreement to implement the Project on the Schedule Property and the Developer's right to carry out the construction and development works shall be continuous and irrevocable. The Landowners will not interfere in the development of the Schedule Property in any manner., subject to the proper compliance of all the terms by the Developer.
- c. The Landowners represent that they handed over the copies of their title deeds in the Schedule Property, including link documents, which establish their rights, title and interest to the Schedule Property in order to enable the Developer to obtain the requisite approvals from the appropriate authorities and further undertake to produce the originals as and when requested for verification by the appropriate authorities. After the Project is completed and the Association is formed, the Originals of the title documents shall be handed over by the Landowners to the Managing Committee of the Association who shall safe keep the same in a locker.
- d. The Landowners expressly and unconditionally authorize, and appoint the Developer as their attorney to submit applications to, and negotiate and liaise with, the Government, GHMC/HMDA, Revenue, Irrigation Department, ULC and other authorities, for permissions to develop the Project, on behalf of the Landowners. The Landowners authorise the Developer to apply for the Sanctioned Plan and other permissions required for development of the Project. For this purpose, the Landowners agree to give statements, applications, and presentations when necessary, to enable the Developer to obtain the requisite permissions, including the Sanctioned Plan.

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FOR BHAVYA CONSTRUCTIONS PVT. LTD.





- The Landowners covenant, represent and warrant that:
 - (i) The Landowners have been in continuous, peaceful and physical possession of Schedule Property without any hindrance, impediment etc., whatsoever and that the Schedule Property is free from all encumbrances and that they have a clear marketable title of their share of the Schedule Property.
 - (ii) The Landowners have not entered into any agreements of sale, lease, development, or any other agreement and that they have not created any mortgage or charge or any other encumbrances on the Schedule Property in favor of any financial institution or to any third party.
 - (iii) The Landowners are entitled to enter into this Agreement with the Developer and have full rights and authority to sign and execute the same.
 - (iv) The Schedule Property constitutes the independent property of the Landowners and there are no claims from any other person, including the heirs of the Landowners.
 - (v) The Land owners are in peaceful possession and enjoyment of the Schedule Property and there are no tenants including protected tenants.
 - (vi) There is no legal impediment for the Landowners to hold or sell the Schedule Property under any law including the Urban Land (Ceiling & Regulation) Act, 1976.
 - (vii) The Schedule Property is not an assigned land within the meaning of A.P. Assigned Lands (Prohibition of Transfers) Act, 1977 (Act 9 of 1977) and that the said property does not belong to, and is not under mortgage to, the Government or its agencies or undertakings.
- f. The Landowners hereby confirm and declare that the land use and other related categorization of the Schedule Property is fit and suitable in all respects for developing the Project.
- g. In the event of the Developer paying any refundable deposits to the GHMC/HMDA and other concerned authorities in the course of the development of the Schedule Property shall be entitled to the refund of such deposit in its own name, and the Landowners shall not have any claim on the same.
- h. The Landowners will be responsible for payment of all arrears of taxes, including property tax, electricity bills, and water charges in respect of the Schedule Property till the date of this Agreement, and shall be responsible to clear dues of any claims that may arise in future, for the period preceding this Agreement.
- i. The Landowners shall be solely responsible and liable for clearing, if any, any claims, disputes etc. in relation to the Schedule Property and the Developer shall not have any responsibility or liability for the same and any settlement of such disputes shall fall to the account of the Land owners only. In the event the developmental works are in any manner affected as a result of any such interference or disputes by third parties or family members of the Landowners, the Landowners shall be responsible for clearing the same, at their cost, and the time period for completion shall be automatically extended for such period.

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j. The Landowners shall, at all times, cooperate with the Developer and obtain all such clearances / NOC's from any statutory department / authority which relate to the title of the Schedule Property.

5. Obligations of the Developer

- a. The Developer shall be solely responsible to obtain all the clearances/approvals/letter/no-objections (NOC's), requisite permissions and exemptions from the Governmental and statutory authorities, including approvals of Sanctioned Plan. The Developer shall do so at its own cost and in the name of the Landowners. The Developer shall not call upon the Landowners to pay or contribute to the fund required for the development of the Project, except as otherwise set out in this Agreement.
- b. In the event of the Parties mutually agreeing to provide for any additional/extra infrastructure or any superior specifications to the Project in addition to the specifications contained in Schedule A, to satisfy the requirement of prospective purchasers, such extra/additional costs shall be incurred and charged directly to the prospective purchaser., irrespective of the fact that the flat / apartment falls to the share of the Landowners or the Developer. As such, in respect of the customers of Flats fallen to the share of the Landowners, the Developer shall give a quotation for such additional works and the same shall be forwarded to the Customer for his acceptance. Once the same is accepted by the customer, the same shall be collected by the Landowners from the Customer and remit the same to the Developer.
- The Developer shall be solely responsible for expeditious and proper execution of the Project within the timelines agreed hereunder.
- d. The Developer shall be responsible and liable to the Government, Municipality, RERA and other authorities concerned and to the purchasers or acquirers of the saleable area in the Project only in connection with the developmental works in the Project.
- The Developer shall develop the Project and hand over possession of the flats to the Landowners in accordance with this Agreement.
- f. The DEVELOPER undertakes to complete the construction of the Project in all respects as per agreed specifications, strictly in accordance with the permits and sanctions obtained from the Competent Authorities and by using superior quality materials and engaging specialists and experts and by exercising close supervision and it represents and warrants that it has the required financial wherewithal to execute and complete the project.
- g. The DEVELOPER shall prepare necessary plans and designs for construction of the Project and obtain permissions from GHMC / HMDA and subsequently from local body; and provide copies of such approvals / plans / permissions, etc. to the LANDOWNERS. All current and future expenses concerning to such approvals shall be borne by the DEVELOPER alone.

h. The DEVELOPER shall develop the project as per the plans approved by the GHMC / HMDA, including compound wall, internal roads, drains, STP, sewerage and supply of water, electricity and other services.

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- i. The DEVELOPER at its own cost shall engage Architects, Engineers, Contractors and other agencies required for the execution of the project and for completion of the construction work in the project. Any disputes between the DEVELOPER and its Contractors, Architects, Engineers and other workmen, suppliers of materials and other persons so engaged by the DEVELOPER from time to time, shall be settled/resolved by the DEVELOPER without affecting the time schedule mentioned herein above.
- j. The DEVELOPER warrants that in the event, it intends to execute the project through an SPV or by entering into any joint venture, or by assigning its developmental rights to a third party, the same shall be subject to the active compliance of all the terms contained in the present Agreement, without any default. In any case, the DEVELOPER hereby represents and warrants the LANDOWNERS that, any such SPV or JV or assignment of developmental rights, shall be an internal arrangement of the DEVELOPER, and it will not have any affect or impact on the LANDOWNERS' rights under this Agreement. Such an arrangement shall not disturb the true intent and object of this Agreement and the DEVELOPER alone shall be held responsible for any contractual obligations so agreed upon by the DEVELOPER. The DEVELOPER is solely answerable and obligated for accomplishing this project, according to its true intent, and meaning, in so far as LANDOWNERS' promises and obligations are concerned.
- k. The DEVELOPER shall at its own cost and expenses mobilize the work force necessary to carry out development work. The DEVELOPER shall meet the complete cost of construction and provide required men and materials and shall be solely responsible for the payment of wages to the laborers employed for execution of construction work including their statutory payments such as PF, ESI, minimum wages etc. The LANDOWNERS shall not be liable in any manner in these matters.
- The DEVELOPER shall maintain uniformity in respect of both the LANDOWNERS' share and DEVELOPER's share and every part thereof in terms of quality, progress of construction and the inputs used therein.
- m. The DEVELOPER shall indemnify and keep the LANDOWNERS fully indemnified and protected from any third-party claims or litigation arising out of the acts and omissions of the DEVELOPER done or purported to have been done under or in pursuance of this Agreement or otherwise.
- n. The DEVELOPER hereby makes the following representations and warranties, each of which shall be without prejudice to the other and shall be true as of the date of execution of this Agreement:
 - It has the necessary expertise, experience, capability infrastructure and financial liquidity to undertake development of the Project;
 - It has the requisite management skills to ensure completion of the Project in accordance with the timelines as specified in this Agreement;
 - (iii) It has full rights, powers, authority and capacity under law to enter into this Agreement and perform its obligations pursuant hereto;
 - (iv) Upon execution, this Agreement would constitute legal, valid and binding obligations of the DEVELOPER;

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- The entry into and performance of this Agreement does not conflict with any applicable laws and regulations or any agreements or documents to which the DEVELOPER is a party;
- o. The DEVELOPER shall be responsible to execute the project by duly complying with the 'National Building Construction Code' as existing as on date. The DEVELOPER shall be responsible for any structural defects and other defects or deficiencies in the civil construction. The DEVELOPER shall be liable to replace and/or repair such defects at its own cost. The bought-out equipment, such as lifts, generators and other services equipment will be procured from a reputed company and these companies shall be providing warranty / guarantee and maintenance for all such bought out equipment. After the warranty / guaranty the owners of the residential complex shall enter into AMC with these companies as may be decided by them from time to time.
- p. The DEVELOPER shall ensure that there are no material deviations of any nature in construction of the project which shall be executed strictly in accordance with the sanctioned plan of HMDA., provided however, the DEVELOPER shall be solely and absolutely responsible/ liable for the payment of all fines, penalties etc., if any, imposed by the government/ concerned authority, as a result of any deviation from the Specifications, Sanctioned Plans or breach of any approvals and applicable laws and the DEVELOPER shall unequivocally obtain the Occupancy Certificate / Completion Certificate from the competent authority without any delay or demur.
- q. The DEVELOPER shall be responsible for any accidents, injuries, loss of life caused to any of the workers or employees or laborers or to third parties and for payment of compensation thereof on account of the construction and the LANDOWNERS shall not be responsible for the same.
- The "Delivery of Possession of Residential Apartments" shall be notified by the DEVELOPER in-writing to the LANDOWNERS or to the apartment purchasers. The DEVELOPER shall also clear all the dues to various Government departments such as Electricity board, GHMC, Fire Services Department, etc. and intimate to the LANDOWNERS the same in writing along with proof of having cleared all such statutory dues.

Security Deposit

The Developer paid a total security deposit of Rs.3,50,00,000/- (Rupees Three Crores Fifty Lakhs Only) to the Landowners in the following manner:

Name of the Landowner	Amount in Rs.	Bank Details
Sri .G . VENGAL RAO	87,50,000/-	Ch No 000268 Bank Of Baroda drawn on Kukatpally Branch dated 20.03,2021
Srl.G. JANARDHANA RAO	87,50,000/-	Ch No 000269 Bank Of Baroda drawn on Kukatpally Branch dated 20.03,2021
Sri .G . VENGAL RAO	87,50,000/- Ch No 000793 ICICI Bank drawn on Jul Hills Branch dated 16,12,2021	
Sri.G. JANARDHANA RAO	87,50,000/-	Ch No 000794 ICICI Bank drawn on Jubilee Hills Branch dated 16.12,2021

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- The remaining Security Deposit shall be paid within 90 days from the date of execution of this Agreement.
- b. Each of the Landowners agree that the each of the Landowners shall return their respective security deposit amount to the Developer after the completion and after handing over possession along with occupancy certificate of their respective flats allotted to them. The Landowners shall refund the said amount within a period of 30 days post intimation by the Developer in writing. The Social Deposit is unlessed these sefendable
- c. The Parties agree that, if the Landowners do not repay the security deposit amount within a period of 30 days then they are liable to payback the developer with an interest calculated @ 18%P.A for the delayed period.

Mortgage

- a. The Developer, during the process of development of the Schedule Property, shall be entitled to raise resources in the form of funding/loan/financial assistance from a bank, nonbanking financial institution or any other financial institution, by creating a mortgage or charge only on the proposed area falling to the share of the Developer. However, only the Developer shall be responsible for repayment of such loans and the Landowners shall in no way be responsible for the repayment of the same.
- b. Any loans / advances / financial assistance / project finance that is obtained by the DEVELOPER, for the construction of the Project, shall not affect the rights of the LANDOWNERS and the same shall be confined to the DEVELOPER's future probable share in the developed saleable area.
- c. The DEVELOPER further assures and covenants with the LANDOWNERS that all such borrowings and liabilities created for the development of the Project in the Schedule Property, shall be the sole responsibility of the DEVELOPER and there shall absolutely be no personal liability of the LANDOWNERS in regard to any such debts. And, in the event of any default in repayment by the DEVELOPER, recovery shall be enforced only against the DEVELOPER or its associate companies. The said funds (project finance or other loans obtained by the DEVELOPER as against his share of the

developmental rights) shall be exclusively used only for the purpose accomplishing the construction of the present project without any delay, as mandated by RERA Act.

d. In so far as mortgage of the area to the GHMC/HMDA is concerned for obtaining sanctions as per relevant rules and regulations, the Landowners and the Developer are liable to mortgage the areas falling to their shares, in proportion to their shares in the built-up area. Nonetheless, the obligation to construct the project in accordance with the sanctioned plans and the obligation to be in compliance of all the relevant rules, regulations, byelaws, etc. is solely cast on the DEVELOPER. The DEVELOPER broadly indemnifies the LANDOWNERS in these regards and the DEVELOPER shall be solely liable to get the LANDOWNERS' areas released from such mortgage and obtain Occupancy Certificate for the entire project.

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7. Specific conditions for development of the Project

- The plan for development of the Project shall be at the discretion of the Developer and the a. development shall be carried out in a most efficient manner.
- Ь. The Developer shall provide the specifications as set out in Schedule A hereto for the Project.
- The Landownersare entitled to sell, transfer, and allot the flats fulling to his/her share, in the Schedule Property, common areas, common amenities and other areas in the proposed Project.
- d. It is agreed that the Developer alone shall be responsible and liable for the development of the Project and for the workers employed. The men and material to be deployed at the construction site shall be under the absolute control of the Developer. The Landowners shall not have any liability in respect of any claims arising out of or relating to the construction activity.
- The Landowners authorize the Developer to make statements, file affidavits, report in all e. proceedings before any statutory authority including GHMC/HMDA, Water Works Department & Sewerage Board, T.S. Transco for obtaining the necessary sanctions, permissions and approvals etc. for the Project, on behalf of the Landowners, and the Landowners shall also authorize the Developer to execute such Gift Deed in favour of T.S. Transco for the purposes of the Project from the Schedule Property.
- f. The Landowners are responsible to settle the objections, if any, received with reference to the approvals or a public notice about the proposal for the Project, limited to their ownership rights. The Developer shall cooperate with the Landowners for settling any such objections.

Completion and Handover 8.

- The Developer agrees and undertakes to handover the Project within 60 (Sixty) months a. from the date of obtaining the GHMC/HMDA permissions, with a grace period of 6 (Six) months (Development Period). The handover of the flats and completion of the Project works is not linked to the Developer obtaining an occupancy certificate.. In any case, the Developer, as the Promoter of the Project, is under a solemn obligation to complete the project as per the promised facilities and amenities within the time stipulated hereunder, in accordance with the RERA Act & Rules.
- b. The Developer shall not be liable for any delay in the construction if such delay in handover of the flats is caused by an act of Force Majeure or due to any reasons beyond the control of the Developer. It is further agreed that delay caused by any of the factors above shall be excluded from the Development Period. In case of any unforeseen circumstances created due to Force Majeure, any losses due to physical damage shall be limited to the respective shares of the Landowners and the Developer in the built up area. of Right

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- c. Delay penalty: In the event of any delay on the part of the Developer beyond the Development Period, in completing the construction and delivering the flats unit allotted to the Landowners, the Developer agrees and undertakes to pay liquidated damages in the form of a penalty of Rs. 10/sq.ft., per month, to the Landowners, from the expiry of the Development Period, until the date of handover of the flats.
- d. Upon completion of the construction of the flats, the Developer shall issue a notice in writing to the Landowners intimating him/her about the completion of the construction of the flats and call upon the Landowners to take possession of the flats. If the Landowners does not take possession of the flats within a period of 15 days from the date of the notice, the delivery of possession of the flats is deemed to have been completed and the Developer shall not have any further liabilities in respect of the said flats. From such date, the respective Landowners and/or any persons claiming through them shall be liable for payment and maintenance of the flats, including payment of Maintenance Charges.
- e. The DEVELOPER shall not suspend or abandon the Project or Developmental Works without any reasonable cause. If such a suspension or abandonment of works by the DEVELOPER continues for a period of more than 90 days, the same shall be considered a material default for the purpose of this Agreement and the LANDOWNERS shall cause a written notice specifying the default of the DEVELOPER and calling upon the DEVELOPER to comply with the terms of the agreement and rectify the default within fifteen (15) Days from the receipt of such written notice. All issues in regard to any claims or counterclaims against each other shall be resolved Arbitration as contemplated herein below.
- f. In the event of the DEVELOPER becoming insolvent or making a composition or arrangement with his creditors, or having a winding-up order made or (except for the purposes of reconstruction or amalgamation) a resolution for voluntary winding up passed, or having a liquidator or receiver or manager of his business or undertaking duly appointed, or having possession taken by or on behalf of the holders of any debentures secured by a floating charge or of any property comprised in or subject to the floating charge, this DAGPA shall be forthwith automatically rescinded / terminated on an as is where is basis without any liability to the LANDOWNERS.
- Owners' Welfare Association, Infrastructure Charges, Club House, Corpus Fund, Maintenance Charges
- a. The Landowners (with respect to the flats retained by them on the date of the handover) or the purchasers of the saleable area from the share of the Landowners shall become a part of the association that may be formed by the independent flat owners for proper upkeep and maintenance of the common facilities and common areas for the residential buildings in the Project (Owners' Welfare Association), in accordance with the provisions of the Real Estate Regulation and Development Act, 2016.

b. The Landowners (with respect to the flats retained by them on the date of the handover) or the purchasers of the saleable area from the share of the Landowners shall be entitled to use the common amenities and areas and shall be subject to the same restrictions as the other independent flat owners in the residential buildings in the Project.

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- c. The Landowners shall ensure that the purchaser of the flat (if applicable) becomes a member of the Owners' Welfare Association and that such purchaser abides by the byelaws of the Owners' Welfare Association in all respects. Appropriate conditions shall be incorporated in the transaction documents to be executed between the Landowner and the purchaser.
- d. The Landowners (with respect to the flats retained by them on the date of the handover) or the purchasers of the saleable area from the share of the Landowners shall also be liable to pay an amount of Rs. 75,000/- per flat or unit. Infrastructure Charges shall include, without limitation, the amounts payable towards security deposits, fees and all equipment towards electricity, municipal water connection, sewerage and STPs, firefighting, generation of back-up power, lifts etc. for the Project. In this respect, it is agreed that all the Infrastructure Charges shall be paid by the Landowners or the Landowner's nominees or a purchaser from the Landowners to the Developer directly by bank transfer in an amount demanded by the Developer. Such payment shall be made as and when a notice is given by the Developer to this effect.
- e. The Developer shall provide Club House amenities in the Project such as swimming pool, gym, indoor function hall etc. All flat owners shall automatically become members of this Club House and are entitled to avail the Club House facilities as per byelaws of the Association to be formed among all flat owners in the Project. A onetime membership fee for the Club House and a one-year user charges shall be collected from the purchasers prior to the handover/registration of the unit. The date of payment of this Club House membership fee and one year usage charges by the purchasers shall be intimated by the Developer. The Landlord and Developer shall collect the amounts from their respective purchasers (and with respect to the flats retained by them) and deposit the same with the Developer.
- It is hereby agreed by the Parties to float a Corpus Fund for the entire Project which is payable by the ultimate Purchasers (or the retainers of the flats by the Landowners or the Developer) prior to the execution of the Sale Deeds. The Corpus Fund shall be fixed at Rs. 25 per sft of built up area, and such fund shall be transferred to a separate bank account of the Association or Society formed among the owners of the flats in the Project, and the interest earned and generated on the same will be utilized 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/open areas, laying of roads, pipelines, club house equipment, etc. If at any point, such interest generated/earned on the corpus fund is not sufficient to meet such expenditure, the deficit required shall be contributed by all the flat owners in the same proportion in which they contribute the monthly maintenance charges. The date of payment of this Corpus Fund by the flat owners/occupants shall be intimated by the Developer. The Landowners and the Developer shall collect this Corpus Fund from their respective purchasers (and with respect to the flats retained by them) and deposit the same in a Bank Account designated by the Developer and upon the formation of the Association, the operations of the said bank account shall be handed over to the Managing Committee of the Association.

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g. The purchasers/occupants of the Project shall pay the proportionate Monthly Maintenance Charges to the Developer during the initial period and subsequently to the Association formed among the owners of the flats, to meet the expenses for day to day regular maintenance of the common amenities of the Project and such maintenance charges will be levied basing on the estimate/actual expenditure to be incurred for the regular maintenance. The start date of this maintenance period and the amount to be contributed by the flat owners/occupants shall be intimated by the Developer. This amount shall be paid for a period of 24 months, and the charges for these 24 months shall be paid upfront before handover/registration of the flat. The monthly maintenance charges payable during the period of 24 months shall be fixed by the Developer, and if the maintenance period by the Developer is extended, the Developer shall revise the maintenance charges. The Landowners and the Developer shall collect this maintenance charges from their respective purchasers (and with respect to the flats retained by them) and deposit the same with the Developer.

10. Payment of Taxes, Stamp Duty, Registration Charges and Other Duties

- a. The Landowners or prospective purchasers of the flats in the Project shall bear and pay the GST or any applicable taxes as levied by the authorities in respect of the saleable areas of the flats allotted towards the share of the Landowner. Likewise, the Developer shall be solely liable towards the GST and all other applicable taxes, levies, cess, etc. in respect of its share of saleable areas in the Project. Any GST liability as per the applicable laws in respect of the present Development Agreement which are applicable to the LANDOWNERS shall be the sole responsibility of the LANDOWNERS and likewise, any liability as per applicable laws which is payable by the DEVELOPER shall be the sole responsibility of the DEVELOPER.
- The cost of stamp, registration fees and other incidental charges of the flats shall be borne and paid by the prospective purchasers of the respective parties herein.
- c. Any liability on/of the Landowner herein towards any Income Tax or tax on capital gains consequent to any agreements entered into in relation to the scheduled property shall be the responsibility of the Landowners and the Developer shall not bear any responsibility of the same. Similarly, any liability on/of the Developer towards any income tax consequent to any of the agreements entered into in relation to the scheduled property shall be the responsibility of the developer, and the Landowner does not bear any responsibility for the same.

 The stamp duty to be incurred in relation to this Development Agreement shall be exclusively borne by the Developer only.

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11. Miscellaneous

The Developer shall undertake and execute the Project in accordance with the provisions of a. the Real Estate (Regulation & Development) Act, 2016 and the applicable rules therein. In this respect, it is agreed that, in relation to the developmental works, the Developer shall be responsible to the concerned authority, the Purchasers of all the Flats in the Project and also to the Landowners. The Developer also agrees to indemnify the Landowners against all such actions, claims, proceedings etc that may be initiated by RERA or a customer in regard to any lapses in the development and execution of the Project. In relation to the title and ownership related issues, the Landowners solely shall be responsible for any claims, actions, proceedings etc. initiated by the concerned authority or the purchasers and the Landowners, jointly and severally, agree to indemnify the Developer against all such actions, claims, proceedings etc. It is herewith once again clarified, that for the purpose of the proposed project, the Developer shall be considered solely as the 'Promoter' under the RERA Act & Rules and the Landowners' warranties only extend to the right, title and possession of the Schedule Land given for development under the present Agreement. Therefore, the Developer has an obligation towards the flat purchasers and also the Landowners to execute and deliver the project in accordance with the sanctioned plan and within the agreed timelines.

The Parties agree that this Development Agreement-cum-General Power of Attorney is irrevocable., provided the Developer conducts itself within the scope of this Agreement and executes the proposed Project which is the underlying object and purpose.

- b. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or Law, such provision or part shall to that extent be deemed not to form part of this Agreement, and the legality and enforceability of the remainder of this Agreement shall not be affected.
- c. No modification, amendment or waiver of any of the provisions of this Agreement shall be effective unless made in writing specifically referring to this Agreement and duly signed by each of the Parties.
- d. This Agreement constitutes and represents the entire agreement between the Parties and cancels and supersedes all prior arrangements, agreements or understandings, negotiations, brochures, format of legal papers or any marketing materials, and discussions, if any, whether oral or in writing, between the Parties on the subject matter hereof or in respect of matters dealt with herein.
- This Agreement and the obligations of the Parties in this Agreement may not be assigned to any third party, without the written consent of both Parties.

 This Agreement herein shall not be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the Parties.

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FOR BHAVYA CONSTRUCTIONS PVT. LTD.

MANAGING DIRECTOR

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12. General Power of Attorney

- a. The Landowners hereby expressly appoint, constitute and nominate the Developer, i.e., M/s.Bhavya Constructions Pvt Ltd, represented by its Managing Director AdityaVenigalla as their lawful attorney to carry out, execute and perform any one or all of the following lawful acts, deeds and things and to exercise the under noted powers in respect of the Schedule Property on behalf of the Landowners:
 - i) To enter into, execute Agreements to Sell / Sale Deeds, Agreement to / of lease, and / or other contracts, agreements, deeds of conveyance or documents that may be required to transfer by way of sale or otherwise in any manner deemed fit by the Developer, the Developer's share of the saleable or built up area (together with the undivided share in the land) in favour of itself (i.e. in favour of the Developer), intending purchasers, and/or other persons nominated by the Developer, conveying the Developer's share in whole or in parts and/or in an undivided manner and /or the accretions thereon, and/or rights thereto;
 - To present all such agreements/deeds of sale or any other conveyances in respect of the Developer's share for registration before the concerned Sub-Registrar / District Registrar having jurisdiction, and admit execution thereof;
 - iii) To sign and verify, applications, petitions, affidavits, forms, etc., required to be submitted at the time of registration of such agreements/deeds of sale, lease and leave & license and any other conveyances in respect of the Developer's share;
 - iv) To hand over physical possession of the Developer's share to the concerned purchaser/s, lessee/s, licensee/s etc.;
 - For appointing contractors, civil engineers, architects, consultants, etc. as desired by the Developer;
 - To appear for and represent before the concerned Development Authority, and Municipality, GHMC/HMDA/GHMC/Gram Panchayat, TCPDCL and/ or other state/private power distribution/supply companies, Gram panchayat Water Supply and Sewerage Board and/or other state/private water supply/sewerage disposal entities, Department of Telecommunications and state/private telephone service providers, Police Department, Airport Authorities, Fire Force Authorities, Environmental Authorities, Pollution Control Board/s, Lift Inspectorate, Electrical Inspectorate, Security Services Providers and before all other government offices, semi government offices, private offices, statutory offices, bodies, firms, corporate, authorities and other entities in connection with the Project including (but not limited) to apply for any plans, licenses, approvals, sanctions, orders etc. (including modifications thereof, if any), from time to time, for or in connection with construction of the Project on the Schedule Property and for the said purposes, to sign and execute necessary plans, petitions, applications, forms, affidavits, declarations, undertakings and other deeds containing such covenants as may be required for securing the aforesaid and also apply for renewal thereof and pay necessary charges, levies and sums required thereof;

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MANAGING DIRECTOR

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- vii) To appear for and represent before revenue authorities, town planning authorities, and urban development authority in connection with any of the matters connected with the Schedule Property:
- viii) To appoint, from time to time, professionals and to grant them necessary authority to appear and represent the Owners before any or all authority/ies set out in clauses hereinabove, including any other authority/ies of State and Central Governments. Airport authorities, Department of Telecommunication and such other statutory judicial, quasi-judicial authorities as may be deemed necessary by the Developer;
- (x) To apply for and obtain the financial assistance and loans from banks and financial institutions by creating an encumbrance or security interest over the Developer's share in the Project;
- To apply for and secure commencement certificates, occupation certificates, x) completion certificates and other certificates, permissions, sanctions, orders etc., in respect of the Project, from the concerned authorities;
- To deal with the assessment authorities and/or revenue departments/authorities in xi) connection with all matters pertaining to the assessment of the Schedule Property;
- To institute, defend and prosecute, enforce or resist or continue any suit or other actions and proceedings, appeals in any Court or before any Tribunal, to execute warrant of Attorney, Vakalatnama and other Authorities, to act and to plead and to sign and verify plaints, written statements, petitions, and other pleadings and also to present any Memorandum of Appeal, to accept service of summons, notices, and other legal processes, enforce judgment, execute any decree or order, to appoint and engage advocates, auditors, tax-practitioners and other agents etc., as attorneys think fit and proper and to adjust, settle all accounts, to refer to arbitration all disputes and differences, to compromise cases, to withdraw the same, to be non-suited and to receive delivery of documents or payments of any money or monies from any court, office or opposite party either in execution of decree or order or otherwise as they shall think fit and proper; and do all acts, deeds and things, that may be necessary or requisite in connection therewith; Provided that all such actions relate exclusively to the Schedule Property and its development thereof; and
- xiii) And generally, to do all such acts, deeds, matters and things as may be necessary as the Developer shall think fit and proper, notwithstanding that no express power or authority in that behalf is hereinabove provided, provided however, the same shall be incidental to the powers conferred hereinabove.

b) For effectively performing and executing all the matters and things aforesaid, the Landowners hereby further grant unto the Developer full power and absolute authority to substitute and appoint in their place on such terms as they shall think fit, one or more attorneys to exercise all or any of the powers and authorities hereby conferred and to revoke any such appointment from time to time and to substitute or appoint any other/s in place of such attorney as the Developer e) from shall, from time to time, think fit and proper.

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For BHAVYA CONSTRUCTIONS PVT. LTD.

MANAGING DIRECTOR

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- c) The Power of Attorney so executed shall be irrevocable and cannot be revoked by the Landowners in whatsoever manner. The cost of such Power of Attorney including, but not limited to stamp duty and registration fee, shall be borne entirely by the Developer. It is hereby understood between the parties that the Powers of Attorney mentioned in this Agreement are coupled with interest having regard to the steps already taken by the parties prior to the date of this Agreement, and hence the said Powers of Attorney are irrevocable and cannot be unilaterally cancelled.
- d) The Landowners hereby agree that the Power of Attorney granted in terms hereof shall continue to be in full force and effect, and be fully valid until the Developer has/have fully conveyed all the Developer's share in favour of the Developer/nominee/s or in favour of the third parties as stated above. Subject to fulfillment of all the conditions under this Agreement, The Landowners do hereby agree that all acts, deeds and things lawfully done by the Developer shall be construed as acts, deeds and things done by the Landowners and the Landowners undertake to ratify and confirm all and whatsoever that the Developer shall do.

13. Governing Law and Dispute Resolution

- This Agreement shall be governed by the laws of India. The courts of Hyderabad shall have exclusive jurisdiction in connection with any dispute arising under this Agreement between the Landowners and the Developer.
- 2. Any dispute, failing amicable resolution, shall be referred to and finally resolved by arbitration to be conducted in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in English by a sole arbitrator who shall be mutually appointed by the Landowners and the Developer together. The seat of arbitration shall be Hyderabad, India. Any award made by the arbitrator shall be binding on the parties.

SCHEDULE PROPERTY

All the land admeasuring 13552 Sq.yards or 11329.47 Sq.meters (Acres.02-32 Guntas), comprising of Acres.01-16 Guntas, in Survey No.317 (Part), and Acres.01-16 Guntas, in Survey No.317 (Part), of KUKATPALLY VILLAGE and Mandal, Medchal-Malkajgiri District (Erstwhile Balanagar Mandal, Ranga Reddy District), Telangana State., and the entire land is bounded by:

NORTH : SOUTH : EAST : WEST :

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NEIGHBOURS LAND

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FOR BHAVYA CONSTRUCTIONS PVT. LTD.

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SCHEDULE "A" PROPERTY

All the land admeasuring 6776 Sq.yards or 5664.73 Sq.meters (Acres.01-16 Guntas), in Survey No.317 (Part), now numbered as 317/e/1, 317/e/2, 317/e/3, and 317/e/4, of KUKATPALLY

VILLAGE and Mandal, Medchal-Malkajgiri District (Erstwhile Balanagar Mandal, Ranga Reddy District), Telangana State., and the entire land is bounded by:

NORTH

LAND OF K. PENTAIAH AND OTHERS.

SOUTH

LAND OF SRI, N. RAMA RAO

EAST

SURVEY NO. 318

WEST

LAND OF N. KISHTAIAH

SCHEDULE "B" PROPERTY

All the land admeasuring 6776 Sq.yards or 5664.73 Sq.meters (Acres.01-16 Guntas), in Survey No.317 (Part), now numbered as 317/e/5, 317/e/6, 317/e/7, and 317/e/8, of Kukatpally

Village and Mandal, Medchal-Malkajgiri District (Erstwhile Balanagar Mandal, Ranga Reddy District), Telangana State., and the entire land is bounded by:

NORTH

LAND OF K. PENTAJAH AND OTHERS.

SOUTH

LAND OF SRI. N. RAMA RAO

EAST

SURVEY NO. 318

WEST

LAND OF N. KISHTAIAH

IN WITNESS WHEREOF the First Party/Land Owners and Second Party/Developer have signed this Development Agreement cum General Power of Attorney on this day, month and year first above mentioned on the following witnesses.

WITNESSES

1. P. minoli

2. N.WSWERLD

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5) G. Kiphuo

12) G. Haloski

SIGN OF FIRST PARTY/ LAND OWNERS
FOR BHAVYA CONSTRUCTIONS PVT. LTD.

MANAGING DIRECTOR

SIGNOF SECOND PARTY/DEVELOPER





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ANNEXURE-1A

1. Description of Building

erroposed construction on land admeasuring 13552 Sq.yards or 11329.47 Sq.meters (Acres.02-32 Guntas), in Survey No.317 now numbered as 317/e/1, 317/e/2,

317/e/3, 317/e/4, 317/e/5,

317/e/6, 317/e/7, and 317/e/8, of

Kukatpally Village and Mandal, Medchal-Malkajgırı District (Erstwhile Balanagar Mandal, Ranga Reddy District), Telangana State.

a) Nature of Roof
 b) Type of Structure

: R.C.C. : Framed

2. Age of Building

: Proposed

3. Total extent of site

: 13552 Sq. Yards

4. Built up area

2,71,000 Sq.feet

Parking area

56,000 Sq.feet

Land Value

Rs.36,18,38,400/-

 Market Value of the Proposed construction

Rs.34,01,00,000/-

CERTIFICATE

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

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SIGNATURE OF LAND OWNERS

FOR BHAVYA CONSTRUCTIONS PVT. LTD.

MANAGING DIRECTOR

SIGNATURE OF DEVELOPER

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SPECIFICATIONS

STRUCTURE: Shear wall / RCC Framed Structure with TMT Steel bars Designed for earth quake resistant.

SUPER STRUCTURE: Shear walls/ AAC Block Word With AAC Blocks.

DOORS .

Main Door - Engineered wood Frames with veenershuterwith, good quality hard ware with suitable locking, or equivalent.

Internal doors - Engineered Wood Frames with Laminate Shutter Finish, Good

Quality Hardware.

WINDOWS

UPVC Windows with MS Grills

FLOORING:

Vitrified Double Charged 600mmx600mm. Anti-squid tiles in bathroom and balcony.

KITCHEN:

Granite Top Kitchen Platform with SS Sinks and Ceramic tiles dado of up to 2'0" above platform.

UTILITY:

Provision for Aqua guard. Ceramic tiles Dado for up to 4'0" above floor Provision for Washing Machine

FIRE & SAFETY:

As Per NBC Norms.

SECURITY SYSTEM:

CCTV Camera for every floor with in the block covering all entrances. CCTV Camera in all Drives of Parking Area.

BATHROOM AND TOILETS:

All Toilets with dado for upto 7'0" Provision for Exhaust Fan and Geyser. Sanitary Ware: Roca/American Standard or equivalent. CP Fittings: jaguar/Grohe or equivalent.

PAINTING: All internal walls with Putty and Plastic Emulsion Paints All External walls as per elevation Texture and External paints.

ELECTRICAL:

Concealed Copper wiring and modular switches.

LIFTS:

Johnson or Equivalent.

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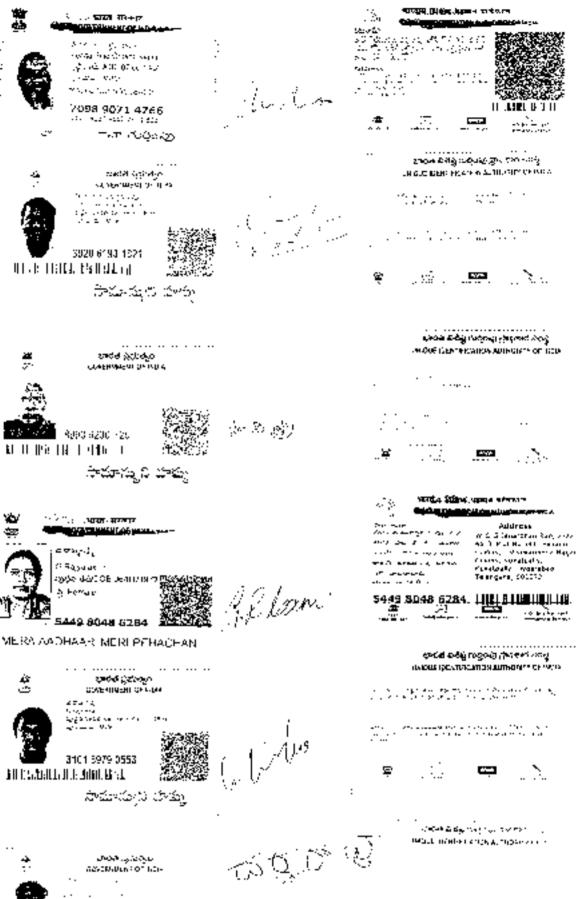
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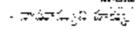
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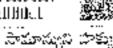


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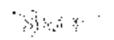
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Remitter Details:

MS BHAVYA CONSTRUCTIONS Saurg PRIVATE J MILED

PAN Card No AAACB8482C

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******500 Moorle Number

Address UJLEBILEE MILLS HYDFRABAC

Executant Details

Marine GIVENGAL RAO AND OTHERS: Accress KUKATPALLY HYDERABAD

Claimant Details

MS 8HAVYA CONSTRUCTIONS: Name

PRIVATE HM 7EO.

Address JULEBILEE HILLS HYDERABAD

Document Nature

Nature of Document, Development Agreement Curr GPA

Property Situated in(District)

MEDCHAL-MALKA, GIRL

SRO Name KUKATPALLY Amount Details

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Bank Code 1, IDIDIO

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Remitter Details

MS BHAVYA CONSTRUCTIONS

PRIMATE LIMITED FAN Care Nei AAACD848200

Aaghar Gard No.

Name

******595 Mobile Number

JULION EE HILLS HYDERABAD Address:

Executant Details

Nатте SIVENGALIKAO AND OTHERS.

KUKA PALI MI YRERABAD Address.

Claimant Details

MS BHAVYA CONSTRUCTIONS: Name

PRIVATE LIMITED.

Addmiss ΙΟυορικές ΠΙΟΘΟ ΠΥΦΕΙΚΑΙΙΑΦ

Document Nature

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MEDGUAL MALKAJOIRI

SRO Name KUKATPALLY

Amount Details Stamp Buty 3020000

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BK-1, CS No 5173/2022 & Doct No





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	Remitter Details		Remitter flotails
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PAN Circ No	74A0B84820	PAN Gard No.	AAA0374A20
Awd or Card No.		Assumer Caro No.	
Mobile Number	*******1599	Mobile Number	**************************************
Address	JULEBILLE BILLS HYDERADAD	Address	JUJEBILZE HILLS HYDDRARAD
	Executant Details		Executant Details
National	GIVENGA, RAGIANDI OTHERS	Name	GIVENGALIFACIAND OTHERS
Address	KUKATPALLY HYDERABAD	Address	KUKATPALLY HYBERABAD
	Claimant Details		Claimant Details
Name	MB BHAVYA CONSTRUCTIONS PRIVATE LIMITED	Name	MS BHAVYA CONSTRUCTIONS PRIVATE LIMITED
Audress	JULEBILEE AILUS HYDRRABAR	Addresa	JULEBILEE HILLS HYDERABAD
	Document Nature		Document Nature
Nature of Decume	ent, Development Agreement Com GFA	Nature of Documen	ll Development Agreement Cum GPA
Property Situated in (District)	MEDCHAL-MALKAUGTRI	Property Situated in(District)	MEDGHAL-MALKALGIRI
SRO Name	KUKATPALLY	SRO Name	KHKATPALLY
	Amount Details		Amount Details
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