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தமிழ்நாடு तमिलनाडु TAMIL NADU

15 OCT 2022

SK Developers

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S.P. VELUSAMY
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LICENCE No.15/B3/97
K.K. NAGAR, CHENNAI - 78

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AGREEMENT FOR DEVELOPMENT

THIS AGREEMENT FOR DEVELOPMENT is entered into at Chennai on this 16th day of October, 2022 between:

M/s **L.S. PROPERTY PROMOTERS**, a registered partnership firm, represented herein by its partners (1) Mr. Talluri Hanumantha Rao, son of late Mr. Radhakrishna Murthy, Hindu, aged about 71 years, resident of Door No.40-25-19/A, Patamata Lanka, Vijayawada, Pin Code No.520010, Andhra Pradesh, (2) Mr. Vadlapatla Venkata Balakrishna Rao, son of late Mr. Pedapunnaiah, Hindu, aged about 71 years, resident of Bendapudivari veedi, Ramachandra Rao Pet, Eluru, Pin Code No.534002, Andhra Pradesh, carrying on business at Door No.40-3/1-46,Krishna Nagar, Venkateswarapuram Vijayawada, Pin Code No.520010, Andhra Pradesh, hereinafter called the "OWNERS" which term shall mean and include wherever the context so requires or permits its successors-in-interest and assigns of the FIRST PART:

For SK DEVELOPERS

Managing Partner

For L S PROPERTY PROMOTERS

T. Hanumantha Rao

MANAGING PARTNERS

For LV BEACHCITY PROPERTY PROMOTERS

Managing Partner

For LV BEACHCITY PROPERTY PROMOTERS

T. Hanumantha Rao

Managing Partner

M/s **L.V. BEACH CITY PROPERTY PROMOTERS**, a registered partnership firm, represented herein by its partners (1) Mr. Talluri Hanumantha Rao, son of Late Mr. Radhakrishna Murthy, Hindu, aged about 71 years, resident of Door No.40-25-19/A, Patamata Lanka, Vijayawada, Pin Code No. 520010, Andhra Pradesh, (2) Mr. Vadlapatla Venkata Balakrishna Rao, son of Late Mr.Pedapunnaiah, Hindu, aged about 71 years, resident of Bendapudivari veedi, Ramachandra Rao Pet, Eluru, Pin Code No. 534002, Andhra Pradesh, carrying on business at Door No.40-3/1-46,Krishna Nagar, Venkateswarapuram, Vijayawada, Pin Code No. 520010, Andhra Pradesh, hereinafter collectively called as "OWNERS" which term shall mean and include wherever the context so requires or permits its successors-in-interest and assigns of the SECOND PART:

AND

M/s **S.K. DEVELOPERS**, a registered partnership firm, carrying on business at No.16, NSK Lane, Saligramam, Chennai – 600093, represented herein by its Managing Partner Mr. A.V. Subba Rao, S/o. Late Mr. Sri Rama Krishna Rao, Hindu, aged 60 years, residing at No.16, NSK Lane, Saligramam, Chennai – 600093, hereinafter called the "DEVELOPER" which term shall mean and include wherever the context so requires or permits its successors-in-interest and assigns of the OTHER PART:

WHEREAS the OWNER of the First Part namely M/s L.S. Property Promoters represent that they are the absolute owners in possession and enjoyment of the Punja lands of an extent of 9.81 Acres, comprised in the following Survey Nos:

Survey No.	Extent of land
254/3A	4.81 Acres
254/2A	1.01 Acres
254/2B	3.99 Acre
Total	9.81 Acres

situated in Agaram Then Village, TambaramTaluk, Chengalpet District, and;

WHEREAS the OWNER of the First Part M/s L.S. Property Promoters further represent that they have purchased the said Punja lands situated in Agaram Then Village, Tambaram Taluk, Kancheepuram District, from different persons in and by different sale deeds for valuable consideration, as detailed hereunder, free of all encumbrances:

For SK DEVELOPERS

For L S PROPERTY PROMOTERS

S.No.	Extent	Doc. No.	Date	Name of Seller
254/3A	4.81 Acre	190/2006	12/01/2006	J. Mani S/o Jabamani Nadar
254/2A	1.01 Acres	189/2006	12/01/2006	J. Mani S/o Jabamani Nadar
254/2B	3.99 Acres			
Total	9.81 Acres			

and;

WHEREAS M/s L.S. Property Promoters have been granted Patta No.121, for the said lands of an extent of 9.81 Acres, and;

WHEREAS the OWNER of the Second Part M/s L.V. Beach City Property Promoters represent that they are the absolute owners in possession and enjoyment of the Punja lands of an extent of 5.00 Acres, comprised in the following Survey Nos:

Survey No.	Extent of land
254/1	5.00 Acres
Total	5.00 Acres

situated in Agaram Then Village, Tambaram Taluk, Chengalpattu District, and;

WHEREAS the OWNER of the Second Part M/s L.V. Beach City Property Promoters further represent that they have purchased the said Punja lands situated in Agaram Then Village, TambaramTaluk, Kancheepuram District, at present Chengalpattu district from different persons in and by different sale deeds, for valuable consideration as detailed hereunder, free of all encumbrances:

S.No.	Extent	Doc. No.	Date	Name of Seller
254/1	5.00 Acres	6805/2004	28/09/2004	Mrs. Fernando W/o Joseph Fernando
Total	5.00 Acres			

and;

WHEREAS M/s L.V. Beach City Property Promoters have been granted Patta No.619, for the said lands of an extent of 5.00 Acres, and;

WHEREAS other Revenue records like *Chitta*, *Adangal,* Extract, *Kist* etc. are also in their respective names for their respective lands, and;

For SK DEVELOPERS

Managing Partner

For L S PROPERTY PROMOTERS

J. Hanumantha Rao

MANAGING PARTNER

WHEREAS the OWNERS represent that ever since the date of their acquiring the said lands they are in absolute, continuous and undisputed possession and enjoyment of the respective lands in their own right paying *Kist* and all other public charges, and;

WHEREAS the OWNERS represent that they have good and marketable title to the said lands which are more fully described in the Schedule "A" hereunder and that the same is not affected by any subsisting mortgage, charge, lien, *lis pendens* or prior Agreement/s of sale or alienation of any sort whatsoever, and;

WHEREAS the OWNERS further represent that they have unfettered right and title to deal with the said lands, and;

WHEREAS the OWNERS herein wanted to promote a scheme of layout of house sites in respect of the said lands, and they have been looking for a good promoter who can undertake to attend to all formalities of getting layout approval from the CMDA, construction of compound wall on Northern side of property, formation of layout roads, planting of survey stones for each plot, etc., spending for the same from their own funds, in consideration of which the OWNERS herein are agreeable to give **8.5% or 27,939 Sq.Ft** of the approved plots to them, so that they can dispose of the same to prospective buyers and recover the monies that they may be spending to meet the expenses to be incurred for developing the lands, and;

WHEREAS the DEVELOPER after inspection of the scheduled property approached the OWNERS with a request to entrust the work relating to formation of layout of house sites in respect of the schedule "A" mentioned lands, meeting all the expenses to be incurred for the same, and;

WHEREAS after several rounds of discussions, the parties have come to the understanding with regard to the proposed layout formation, forming of roads, etc., and;

1. The Owner hereby entrust and the Developer hereby undertakes to develop the land specified in Schedule "A" for the formation of layout of house sites as per the specifications mentioned in the Schedule "E" hereto, in accordance with the framework of specifications mentioned in this agreement.
2. The property to be developed is the punja lands of an extent of 9.81 Acres or thereabouts, comprised in Survey Nos:

For SK DEVELOPERS

Managing Partner

For L S PROPERTY PROMOTERS

Survey No.	Extent of land
254/3A	4.81 Acres
254/2A	1.01 Acres
254/2B	3.99 Acres
Total	9.81 Acres

belonging to M/s L.S. Property Promoters, the Owner of the First Part herein, which is more fully described as Item No.1 of the Schedule "A" hereunder and the adjacent land to be developed is the punja lands of M/s L.V. Beach City Property Promoters an extent of 5.00 Acres or thereabouts, comprised in Survey Nos:

Survey No.	Extent of land
254/1	5.00 Acres
Total	5.00 Acres

which is more fully described as Item No.2 of the Schedule "A" hereunder.

3. As required by the Chennai Metropolitan Development Authority (the CMDA), the Owners herein reconstituted their lands described as Item No.1 and 2 in the Schedule "A" hereunder into a single unit for the purpose of laying out as house sites.

4. The parties herein have also jointly prepared a layout plan with the help of a Architect for sub-division of the lands mentioned in Schedule "A", into small house sites as provided under the Town and Country Planning Act. As per the layout plan prepared by the parties for submission to the CMDA for their approval through the local Panchayat Board, there shall be 272 (Two Hundred and Seventy two only) number of residential plots and Temple plot, EB Plot, Panchayat Office Plot. The road portions and the OSR Park Area provided in the layout plan shall be gifted by the Owners herein to the local Panchayat Board at the appropriate time so as to get the layout approved by the CMDA.
5. The total number of saleable plots that are available in the proposed layout will be 272 Plots, total plot area measuring 3,28,699 Sq.ft of which 3,00,760 Sq.Ft fall to the share of the Owners and 27,939 Sq.Ft to the Developer, as detailed in Schedules "C" and "D" to this agreement, respectively. It is further agreed that

For SK DEVELOPERS

Managing Partner

For L S PROPERTY PROMOTERS

upon final approval of the layout plan by the CMDA, should the total area of number of plots increase or decrease, such changed total area or number of plots shall change the Developer share and Owners share.

6. The Owners will execute a comprehensive General Power of Attorney in favour of the nominees of the Developer empowering the Agent to apply and obtain layout plan approval from the CMDA and other authorities concerned on behalf of the Owners and to develop the Schedule "A" mentioned land to make it fit for laying out as house sites, forming the layout, planting of survey stones for each plot, erecting compound wall on the Northern side of layout, formation of layout roads, etc., and also to dispose of the saleable plots of the Developer, more fully described in Schedule "D" to this agreement. The General Power of Attorney will also include power to get revised plan approval, renewal of plan etc., if required.
7. On the part of the Owners, they also agree and undertake to come forward to execute and register gift deed in respect of the road portions and other places of Park, for EB plot and Panchayat office plot, etc. in favour of the local Panchayat Board / Panchayat Union, Eb, at the appropriate time.
8. The Developer shall pay all costs and money outgoings for the purpose of execution and successful completion of the project including the expenses to be incurred for preparation of the layout plan, fees payable to the Architect/Civil Engineer/Surveyor, the plan approval charges levied by the CMDA, Panchayat or any other authority concerned etc., planting of survey stones, formation of roads, erecting compound wall on Northern side, planting of trees on road sides, etc., as detailed in Schedule "E" to this agreement. The Developer alone will be responsible for all payments in the pursuit of the project including but not limited to all the taxes in relation to the execution of the project such as GST, labour cess, seigniorage, other taxes at any point, under any statute, and any deposits to the CMDA, Panchayat or such other authorities and any taxes, cess, or such other levies that may be found to be payable, in relation to the execution of the project; and any tax or levies on the profits or gains accruing or arising on the disposal of the plots falling to their share of 27,939 Sq.ft and there shall be no recourse to the Owner at any point of time in respect of any expenditure/payments.
9. The Owners on their part assure to give full co-operation to the Developer by signing the layout plan, including revised plan if any, reconstitution deed, affidavit,

For SK DEVELOPERS For L S PROPERTY PROMOTERS

Managing Partner

undertaking, declaration, indemnity and all other necessary papers for the purpose of this agreement and also assure to give evidence wherever required by the authorities concerned.

10. All the original title deeds relating to the property are handed over to the Developer to be kept in trust for purposes of getting legal opinion and for giving inspection of the same to the CMDA, Panchayat and all other authorities concerned. However, the original title deeds shall be returned to the Owners, with an acknowledgement in writing, on the completion of the project.
11. The Owner hereby state that the Kist and all other public charges on the lands mentioned in Schedule "A" are paid up to date and undertake to pay the balance, if any, pertaining to the period till date.
12. The Owners represent that the subject lands are not affected by any acquisition proceedings, attachment proceedings or any other legal proceedings pending with any Court or Forum or any prior agreement of sale or development or alienation of any sort and that there is no encroachment by neighbours or third parties in the subject lands.
13. As soon as the approval for the layout is obtained from the CMDA, a Supplementary Agreement will be entered into between the parties herein clearly mentioning the plots allotted to the Owners towards their share and also the plots allotted to the Developer towards their share 27,939 Sq.ft .
14. Upon the approval of the layout plan by the CMDA, the Owners herein shall also agree and undertake to execute and register a fresh General Power of Attorney in favour of the Developer or its nominee, specifically mentioning the plot numbers allotted to the Developer towards its 27,939 Sq.ft and empowering the Agent to execute and register sale deeds for the said plots and to receive the sale consideration from the prospective buyers of the said plots in consideration for the current project costs incurred by them. Developer is entitled to get 27,939 Sq.ft in and preference of 91.5% : 8.5% allotment as per their ratio.
15. Since the Developer will be taking the full responsibility of developing the land to make it fit for laying out, getting layout approval as well as other clearances including NOCs from the authorities concerned for the proposed layout of house sites, formation of layout roads, planting of survey stones for each and every plot, planting of saplings on road sides and meeting the conveyance and other miscellaneous expenses etc.,

For SK DEVELOPERS

For L S PROPERTY PROMOTERS

16. The proposed development of the scheduled property shall be as per the layout plan to be approved by the concerned authorities and no violations of any sort should take place in the execution of the project. The Developer hereby undertakes to set right any violations pointed out by authorities, at their cost, expenses and labor. Any possible or unforeseen damage or loss that may be caused to or incurred by the Owner as a result of the violations made by the Developer shall always be reimbursed by the Developer to the Owner and the Owner shall always be indemnified by the Developer in respect of all such losses and damages caused to the Owner.
17. Any accident that may occur during construction time shall be dealt solemnly by the Developer, who shall be totally responsible for all the consequences of such accidents; and the Owners will no way be accountable for any action.
18. The expenses and costs involved, including but not limited to the stamp duty, in the execution of this Development Agreement, the Supplementary Agreement and the General Power of Attorney issued both before and after the approval of the layout plan, shall be at the cost, expense and labor of the Developer only and there shall be no recourse to Owners at any point of time.
19. The Developer hereby agrees to complete the project within 6 months from the date of receipt of PWD, CMDA, Panchayat and RERA approvals. The project shall be deemed to have been completed when all the roads inside layout, Northern side compound wall is erected, survey stones are planted, trees are planted, EB Posts are erected, and all such other things are done as per the requirements of the plan approval by the CMDA and in accordance with the specifications contained herein.
20. In the event of the Developer failing to complete the project within the time period specified hereinabove, subject to the conditions of *force majeure* specified herein below, the Developer hereby agrees to pay Rs.10,00,000/- (Rupees Ten Lakhs only) per month as in clause (19) above, till the project is completed. However, the Developer shall not incur any liability for any delay in completion of the project by reason of riots, strikes, governmental restrictions, CMDA Delay due to technical reasons and/or by reason of civil commotion, any act of God or due to any injunction or prohibitory order (not attributable to any commission or omission of the Owners) or conditions of *force majeure*.

For SK DEVELOPERS

For L S PROPERTY PROMOTERS

21. The Owners hereby agree that in the event of there being any objection / claim / litigation arising in respect of the title of the Owners to the scheduled property during the course of development and such objection / claim / litigation result into any delay in the development work; the owners shall do all things necessary and valid to establish the right of the Owners as expeditiously as possible. The Owners hereby agree that in the event of stoppage of work on account of such objection / claim / litigation as aforesaid extend beyond a period of 3 (Three only) months, the Owners shall pay the Developer interest at the rate of 24% p.a., on the amount of investment made by the Developer on the current project till such event (which amount shall be determined by mutual consent of the Owners and the Developer) for the period beyond the said 3 months, till the right of the Owners is established.
22. Both the parties agreed to give mutual co-operation to each other to make the project a grand success in their mutual interest.
23. It will be the responsibility and liability of the Developer to maintain the plots and to safeguard the layout during the entire period envisaged under this Agreement.
24. In case of default of either party, the party who commits default will be liable for specific performance of this Agreement, besides being liable for damages sustained by the aggrieved.
25. The Developer will be executing the layout works as per the specifications given in Schedule "E".
26. The developer will obtain RERA approval for the project after layout approval by CMDA
27. Guideline value of the scheduled property is Rs.50,25,000 per Acre
28. If the developer carryout any additional work other than the mentioned in schedule here with, full cost of such works shall be paid by the Owners.
29. Layout prepared for 11.80 Acres, out of 14.81 Acres, which is mentioned in the schedule. Balance land will be developed in future.

SCHEDULE "A"

(Total land)

Item No.1

All that piece and parcel of Punja lands of **M/s. L.S. Property Promoters** of an extent of 9.81 Acres or thereabouts, comprised in Survey Nos.

For SK DEVELOPERS

For L S PROPERTY PROMOTERS

Survey No.	Extent of land
254/3A	4.81 Acres
254/2A	1.01 Acres
254/2B	3.99 Acres
Total	9.81 Acres

Covered under Patta No.121, situated in Agaram Then Village, TambaramTaluk, Chengalpattu District, more clearly shown in RED colour in the enclosed sketch and situated within the Registration Sub-District of Tambaram and Registration District of Chennai South.

Item No.2

All that piece and parcel of Punja lands of **M/s. L.V. Beach City Property** of an extent of 5.00 Acres or thereabouts, comprised in Survey Nos.:

Survey No.	Extent of land
254/1	5.00 Acres
Total	5.00 Acres

Covered under Patta No.619, situated in Agaram Then Village, TambaramTaluk, Chengalpattu District, more clearly shown in RED colour in the enclosed sketch and situated within the Registration Sub-District of Tambaram and Registration District of Chennai South.

SCHEDULE "B"

(Land retained by the OWNERS)

3,00,760 Sq.Ft of the laid out plots which are saleable, which forms part of the Schedule "A" mentioned land, which excludes the road portions, OSR in the layout,

SCHEDULE "C"

(Land agreed to be conveyed to the Developer/nominees)

27,939 Sq.ft of the laid out plots which are saleable, which forms part of the Schedule "A" mentioned land, which excludes the road portions, OSR in the layout,

For SK DEVELOPERS

Managing Partner

For L S PROPERTY PROMOTERS

MANAGING PARTNERS

SCHEDULE "D"

(Specifications Of Layout Works)

1) 40 FEET ROAD PREPARATION

a) Hill Earth filing of entire 40 feet road with 18 inch height.

b) 200 mm thickness or 8 inch gravel subbase (GSB).

c) Again 200 mm thickness or 8 inch wet mix. Mecadam(WMM)
(Below mentioned works for 30 feet of road leaving 5 feet on both the sides of road)

d) 50 mm or 2 inch BM with 3.5% bitumen.

e) 25mm or 1 inch thickness SDBC with 5% bitumen.

f) Left over 5 feet of road both the sides shall be filed with red gravel 75 MM thickness.
(Total Road height will be 3 feet)

2) 30 FEET ROAD PREPARATION

a) Hill Earth filing of entire 30 feet road with 18 inch height.

b) 200 mm thickness or 8 Inch gravel sub base (GSB)

c) Again 200 mm thickness or 8 inch wet mix. Mecadam (WMM)
(Below mentioned works for 24 feet of road leaving 3 feet on both the sides of road)

d) 50 mm or 2 inch BM with 3.5% bitumen.

e) 25mm or 1 inch thickness SDBC with 5% bitumen.

f) Left over 3 feet of road both the sides shall be filed with red gravel 75 MM thickness.
(Total Road height will be 3 feet)

For SK DEVELOPERS

Managing Partner

For L S PROPERTY PROMOTERS

MANAGING PARTNERS

3) **24 FEET ROAD PREPARATION**

a) Hill Earth filing of entire 24 feet road with 18 inch height.

b) 200 mm thickness or 8" gravel Sub base (GSB)

c) Again 200 mm thickness or 8 inch wet mix. Mecaden (WMM)

(Below mentioned works for 20 feet of road leaving 2 feet on both the sides of road)

d) 50 mm or 2 inch BM with 3.5% bitumen.

e) 25mm or 1 inch thickness SDBC with 5% bitumen.

f) Left over 2 feet of road both the sides shall be filed with red gravel 75 MM thickness.

(Total Road height will be 3 feet)

4) **CONSTRUCTION OF COMPOUND WALL ON NORTHERN SIDE OF LAYOUT ONLY**

North side of layout (Tank Side) compound will with the following specifications

1) 9 feet depth agar pile with 12 inch dia
2) 9 inch x 9 inch beam on the ground level.
3) Pillar to pillar gap will be 10 feet.
4) Double pillar after every 10 pillars
5) Height of the pillar will be 2 feet from the beam.
6) Compound wall height will be 6 feet only (Including beam)
7) Plastering and whitewash of wall.

5) **STORM WATER DRAIN**

Option – 1

Storm Water drain shall be constructed on one side of the 9 meter road from south to north with 3 feet bottom (inner to inner) and 3 feet height concrete wall both the sides

OR

Option – 2

However if CMDA approved plan requires storm water drain around the layout. The developer will construct this one drain only as per measurements given in sanctioned plan by CMDA.

SURVEY STONES

All four corners of plot should marked with stone and plot number shall be displayed in the middle of the plot with stone .

ENTRANCE ARCH

Simple Arch will be constructed at the entrance.
(Dimension: Pillar 24 to 30 Inch, Beam: 16 to 18 inch, Height: will be as per old Arch)

EB PILLAR AND TREE PLANTATIONS

- EB pillars will run through the layout and Lights to that pillars will be fixed.
- Total number of Tree plantations 272 nos.
- Each road one side eb pillars will run through and other side plantations will be done at the one plant for the 2 plots, remaining plants will be in the park.

IN WITNESS WHEREOF the OWNERS and the DEVELOPER have signed this Agreement for Development on the day, month and the year first above written in the presence of:

For L S PROPERTY PROMOTERS

MANAGING PARTNERS

WITNESSES:

1) Ch. Venkateswarlu
304 MRC Nela Eluru
534002

1.

For LV BEACHCITY PROPERTY PROMOTERS

Managing Partner

2) Ch. Sathyanarayana
N.R. Peta, Eluru
534006.

2.

For LV BEACHCITY PROPERTY PROMOTERS

Managing Partner

OWNERS.

For SK DEVELOPERS



our services doesn't just end there

Buying & Selling Services

Property Buying Assistance, Property Selling Support, Market Price Analysis, Owner Outreach and Negotiation.

Legal & Documentation Services

Certified EC, Patta, legal opinions, property verification, due diligence, litigation solutions, and legal heir certificates.

Property Development & Approvals

Building plan approvals, construction, layout and sub-division approvals, zone conversion, and occupancy certification.

NRI & Investment Services

Escrow Services, Rentals, Litigation Solutions, Property Valuation and Property Management

Compliance & Special Services

Demolition, Vaasthu checks, regularization of unauthorized buildings, and office space solutions.



empowering your real estate decisions with smart tools

Property Valuation & Cost Estimation

Guideline Value, Apartment Composite Value, Stamp Duty & Registration Fees Calculator, Building Value Calculator, Capital Gains Calculator, Area Unit Converter, Length Unit Converter

Ownership, Compliance & Legal Verification

Encumbrance Certificate (EC) Search, Find Your SRO, Temple Property Check, WAQF Property Check, View Patta/Chitta, View FMB, Patta Analyzer, EC Analyzer

Zoning & Land Use Analysis

Land Use Zone Finder, CRZ Zone Check, Aquifer Zone Check, CBA Check, EWS Check, Road Width Check, Proposed Road Widening Check, FSI Calculator

Property Documentation & Workflow Tools

Forms & Templates, Document Generator, Document Translation, Dictionary

Vastu & Property Management Tools

Home Vastu Shastra, Plot Vastu Shastra, Property Management

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We're honored to be part of your real estate journey

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