



**Government of Telangana
Registration And Stamps Department**

P-220/2021
15/11/2021

Payment Details - Citizen Copy - Generated on 30/10/2021, 03:55 PM

SRO Name: 1525 Gandipet

Receipt No: 16248

Receipt Date: 30/10/2021

Name: M/S GLAND CELSUS PARTNERS
 Transaction: Development Agreement Cum GPA
 Chargeable Value: 0
 Bank Name:
 E-Challan Bank Name: SBIN

DD No:
 DD Dt:
 Bank Branch:
 E-Challan Bank Branch:

CS No/Doct No: 15483 / 2021
 Challan No:
 Challan Dt:

E-Challan No: 80287J301021
 E-Challan Dt: 30-OCT-21

Account Description	Amount Paid By			
	Cash	Challan	DD	E-Challan
User Charges:				1000
Total:				1000

In Words: RUPEES ONE THOUSAND ONLY

RETURNED

Prepared By: KHALED

SUB REGISTRAR
Gandipet, R.R. Dist. T.S

SUB REGISTRAR
Signature of SR
Gandipet, R.R. Dist. T.S

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Government of Telangana Registration And Stamps Department

P-220/2021
15/10/21

Payment Details - Citizen Copy - Generated on 30/10/2021, 04:30 PM

SRO Name: 1525 Gandipet

Receipt No: 16247

Receipt Date: 30/10/2021

Name: M/S GLAND CELSUS PARTNERS		CS No/Doct No: 15483 / 2021	
Transaction: Development Agreement Cum GPA		Challan No: 1	E-Challan No: 456TXS291021
Chargeable Value: 0	DD No:	Challan Dt:	E-Challan Dt: 29-OCT-21
Bank Name:	DD Dt:	Bank Branch:	
E-Challan Bank Name: SBIN		E-Challan Bank Branch:	

Account Description	Amount Paid By			
	Cash	Challan	DD	E-Challan
Registration Fee				100000
Deficit Stamp Duty				12750000
User Charges				1000
Total:				12851000

In Words: RUPEES ONE CRORE TWENTY EIGHT LAKH FIFTY ONE THOUSAND ONLY

RETURNED

Prepared By: KHALED


SUB-REGISTRAR
 Gandipet, R.R. Dist. T.S.

Housiey.com



**Government of Telangana
Registration And Stamps Department**

15147/2021

Payment Details - Citizen Copy - Generated on 12/11/2021, 04:30 PM

SRO Name: 1525 Gandipet

Receipt No: 16831

Receipt Date: 12/11/2021

Name: M/S GLAND CELSUS PARTNERS

CS No/Doct No: 15483 / 2021

Transaction: Development Agreement Cum GPA

Challan No:

E-Challan No: 523AGV121121

Chargeable Value: 0

DD No:

DD Dt:

Challan Dt:

E-Challan Dt: 12-NOV-21

Bank Name:

Bank Branch:

E-Challan Bank Name: SBIN

E-Challan Bank Branch:

Account Description

Amount Paid By

Deficit Stamp Duty
User Charges

Cash Challan DD E-Challan

436500

500

Total:

RETURNED

437100

In Words: RUPEES FOUR LAKH THIRTY SEVEN THOUSAND ONE HUNDRED ONLY

Prepared By: SRINUONE

Signature by SR

Housiey.com

15483/2021

P.200/2021

"ORIGINAL"
15147/2021

SCANNED



తెలంగాణ తేలంగానా TELANGANA

AK 361671

SI No. 5994 Date: 29-10-2021.
 Sold. D. SUDHAKAR REDDY
 S/o, D. SUBBARAMI REDDY
 For Whom: DSR PRIME SPACES R/O HYD

B. Rajesh
 B. RAJESH REDDY
 LICENCED STAMP VENDOR
 Lic No. 15-13-028/2019
 H. No. 11-9-205, Road NO. 2B, Kothapet,
 Saroornagar, R.R. Dist. Cell: 9502438403

JOINT DEVELOPMENT AGREEMENT CUM GENERAL POWER OF ATTORNEY

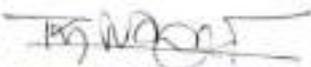
This **JOINT DEVELOPMENT AGREEMENT CUM GENERAL POWER OF ATTORNEY** ("Agreement") is entered into on this the 30th day of October 2021 ("Execution Date"), at Hyderabad by and between:

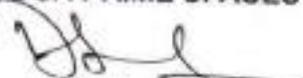
M/s GLAND CELSUS PARTNERS, a partnership firm with regd. no. 2118 of 2022 having its registered office at Flat No. 201, Greenland Apartments, Ameerpet, Hyderabad - 500016, represented by its Authorized Signatory Sri T S G V Naga Prasad S/o Late Sri T. Suryanarayana (hereinafter referred to as the "**Land Owner**") which term(s), unless repugnant to be context, shall mean and include all its successors-in-interest, receivers and assignees etc. of the **ONE PART**.

AND

M/s. DSR PRIME SPACES, a partnership firm with regd. no. 2910 of 2020, (Pan No. AARFD6818L) represented by its Authorized Signatory and Managing Partner Sri. D. Sudhakar Reddy S/o. Sri. Late D. Subbarami Reddy with office at Plot No. 221, Road No. 17, Jubilee Hills, Hyderabad - 500 033 (hereinafter referred to as the "**Developer**") which term(s), unless repugnant to the context, shall mean and include all its/their successors-in-interest, legal heirs, legal representatives, administrators, executors, authorized representatives and permitted assignees of the **OTHER PART**.

- 1 -

For GLAND CELSUS PARTNERS

 Authorized Signatory

For DSR PRIME SPACES

 Authorized Signatory

Presentation Endorsement:

Presented in the Office of the Sub Registrar, Gandipet along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 100000/- paid between the hours of _____ and _____ on the 30th day of OCT, 2021 30th day of OCT, 2021 by Sri M/S Gland Celsius Partners

Execution admitted by (Details of all Executants/Claimants under Sec 32A):				Signature/Ink Thumb Impression	
Sl No	Code	Thumb Impression	Photo	Address	
1	CL		 M/S DSR PRIME SPACES (R/P) [1525-1-2021-15483]	M/S DSR PRIME SPACES (R/P) D. SUDHAKAR REDDY S/O. LATE D.SUBBARAMI REDDY JUBILEEHILLS, HYDERABAD	
2	EX		 M/S GLAND CELSIUS PARTNERS [1525-1-2021-15483]	M/S GLAND CELSIUS PARTNERS (R/P) T S G V NAGA PRASAD S/O. LATE T.SURYANARAYANA AMEERPET, HYDERABAD	

Identified by Witness:

Sl No	Thumb Impression	Photo	Name & Address	Signature
1		 G SAI KRISHNA REDDY: 30110 [1525-1-2021-15483]	G SAI KRISHNA REDDY AADHAAR NO XXXX XXXX 7142	
2		 A RAJU: 30110/2021 75 90 [1525-1-2021-15483]	A RAJU AADHAAR NO XXXX XXXX 7431	

30th day of October, 2021

Signature of Sub Registrar
Gandipet

E-KYC Details as received from UIDAI:

Sl No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXX8545 Name: T S V G Naga Prasad	S/O T Suryanarayana Late, KUKAT PALLI, Hyderabad, Andhra Pradesh, 500072	

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M/S DSR PRIME SPACES

RECITALS:

WHEREAS:

- A. The Land Owner's partner i.e., Gland Celsus Biochemicals Private Limited was initially the absolute owner and possessor of an aggregate extent of land admeasuring 22,678 sq. yards., equivalent to Ac. 4-27 Guntas in Kokapet Village, Gandipet Mandal, Ranga Reddy District, Telangana, in 4 (four) scattered parcels as set out hereinunder having purchased the said land parcels under a Deed of Conveyance bearing registration no. 6587/2018 dated July 10, 2018 (regd. at the SRO, Gandipet) from the Government of Telangana:
- (i) An extent of 74 sq. yds. in Sy. No. 91/2/1 (hereinafter "**Parcel Area 1**");
 - (ii) An extent of 2,554 sq. yds. (equivalent to Ac. 0-21 Guntas) in Sy. No. 91/2/2 (hereinafter "**Parcel Area 2**");
 - (iii) An extent of 14,533 sq. yds. (equivalent to Ac. 3-00 Guntas) in Sy. No. 91/2/3 (hereinafter "**Parcel Area 3**"); and
 - (iv) An extent of 5,517 sq. yds. (equivalent to Ac. 1-05 Guntas) in Sy. No. 91/2/4 (hereinafter "**Parcel Area 4**").
- B. Subsequent to the same, the said partner of the Land Owner transferred the aforementioned Parcel Area 3 above into the partnership firm under the name of "*M/s Gland Celsus Partners*" i.e., the Land Owner hereunder, by way of capital contribution. Thus, the Land Owner came into the ownership and possession of the said Parcel Area 3.
- C. The Land Owner, desirous of developing the Parcel Area 3 out of the aforementioned land parcels i.e., with the intention of developing land admeasuring 14,533 sq. yds. (equivalent to Ac. 3-00 Guntas) in Sy. No. 91/2/3 (out of the total land of 22,678 sq. yards. or Ac. 4-27 Guntas owned by the Land Owner) comprised within Kokapet Village, Gandipet Mandal, Ranga Reddy District, Telangana (hereinafter "**Schedule Property**", which is described in greater detail in the **Schedule** annexed hereto) into a luxury high-rise residential apartment complex comprising of various blocks, was on the lookout for a reputed and experienced developer having the requisite technical know-how and financial capabilities who will be able to formulate a scheme for development of the Schedule Property as set out above and who would carry out the construction and development of the said project.
- D. The Developer approached the Land Owner and offered to develop the said Schedule Property by representing to the Land Owner that it/they have vast experience in construction and development of luxury high-rise residential apartment complexes having completed several projects successfully and also assured the Land Owner that it/they have the requisite technical know-how and financial capabilities to undertake the proposed development of the Schedule Property at its/their own cost and efforts.

For GLAND CELSUS PARTNERS


Authorised Signatory

For DSR PRIME SPACES



Authorised Signatory

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

Description of Fee/Duty	In the Form of						
	Stamp Papers	Challan u/s 41 of IS Act	E-Challan	Cash	Stamp Duty u/s 16 of IS act	DD/BC/ Pay Order	Total
Stamp Duty	100	0	12750000	0	0	0	12750100
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	100000	0	0	0	100000
User Charges	NA	0	2000	0	0	0	2000
Mutation Fee	NA	0	0	0	0	0	0
Total	100	0	12852000	0	0	0	12852100

Rs. 12750000/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 100000/- towards Registration Fees on the chargeable value of Rs. 1275000000/- was paid by the party through E-Challan/BC/Pay Order No. 456TXS291021,80297J301021 dated 29-OCT-21,30-OCT-21 of ,SBIN/,SBIN/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 12851000/-, DATE: 29-OCT-21, BANK NAME: SBIN, BRANCH NAME: , BANK REFERENCE NO: 7879892434427.PAYMENT MODE:NEFT/RTGS-1001138,ATRN:7879892434427,REMITTER NAME: DSR PRIME SPACES,EXECUTANT NAME: GLAND CELSUS PARTNERS,CLAIMANT NAME: DSR PRIME SPACES) (2). AMOUNT PAID: Rs. 1000/-, DATE: 30-OCT-21, BANK NAME: SBIN, BRANCH NAME: , BANK REFERENCE NO: 8005758266823.PAYMENT MODE:CASH-1001138,ATRN:8005758266823,REMITTER NAME: DSR PRIME SPACES,EXECUTANT NAME: GLAND CELSUS PARTNERS,CLAIMANT NAME: DSR PRIME SPACES)

Date:
30th day of October,2021

Signature of Registering Officer
Gandipet

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Gandipet

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FOR DSR PRIME SPACES

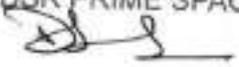
Authorised Signatory

- E. The Land Owner, basis the representations and assurances of the Developer as set out above, agreed to offer the Schedule Property on joint development basis to the Developer for the construction of the proposed luxury high-rise residential apartment complex over the Schedule Property.
- F. As of the Execution Date, the Land Owner has already provided the Developer with the copies of all the relevant title documents relating to the Schedule Property to the Developer. The Developer, having completed the due diligence of the Schedule Property (including review of the documents provided by the Land Owner) and being satisfied about the title of the Land Owner over the Schedule Property and right and authority of the Land Owner to enter this Agreement, agreed to take the Schedule Property on joint development basis for the development and construction of the Project (hereinafter defined) thereon, on the terms and conditions agreed hereunder in this Agreement.
- G. Further, the Land Owner assured the Developer that, as of this Execution Date:
- (i) The Land Owner is absolute owner of the Schedule Property and is in the possession and enjoyment of the Schedule Property, holding good and marketable title to the same;
 - (ii) The Schedule Property is free from encumbrances, charges, liens and claims including all claims by way of sale, exchange, mortgage, gift, inheritance, trust, possession, easements or liens;
 - (iii) To the best of knowledge of the Land Owner, the Schedule Property is not (a) subject to any litigation, attachments, court injunctions, decrees or awards, court or acquisition proceedings of any kind including the revenue courts, (b) in the possession or custody of any receiver, (c) subject to any agency coupled with interest, or (d) subject to tax liabilities or guarantees, or any assignment of any nature whatsoever. To the best of knowledge of the Land Owner, the Schedule Property is not the subject matter of any suit, writ, execution or other legal proceedings which bars development and sale of the Schedule Property and further the Schedule Property has not been given as a security for any purpose either directly or indirectly or made part of any guarantee in any litigation or court proceedings;
 - (iv) The Land Owner has not entered into any agreement or arrangement for sale or development of the Schedule Property with any third party and has not alienated, leased, transferred or created any other third party rights of whatsoever nature in respect of the Schedule Property or any part thereof. Further, the Land Owner has not executed any power(s) of attorney in favor of any third parties to deal with the Schedule Property or any part thereof;
 - (v) The Land Owner does not have any pending liabilities with the Income Tax department or any other similar tax department which would adversely affect their title to the Schedule Property and/or the development in terms hereof;
 - (vi) The Land Owner is competent to permit the Developer to enter upon the Schedule Property and to develop the same in terms of this Agreement;

For GLAND CELSUS PARTNERS


Authorised Signatory

For DSR PRIME SPACES


Authorised Signatory

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

Description of Fee/Duty	In the Form of						
	Stamp Papers	Challan u/S 41 of IS Act	E-Challan	Cash	Stamp Duty u/S 15 of IS act	DD/BC/ Pay Order	Total
Stamp Duty	100	0	13186600	0	0	0	13186700
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	100000	0	0	0	100000
User Charges	NA	0	2500	0	0	0	2500
Mutation Fee	NA	0	0	0	0	0	0
Total	100	0	13289100	0	0	0	13289200

Rs. 13186600/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1859 and Rs. 100000/- towards Registration Fees on the chargeable value of Rs. 130886000/- was paid by the party through E-Challan/BC/Pay Order No. 466TXS291021,802BTJ301021,523AGV121121 dated, 29-OCT-21,30-OCT-21,12-NOV-21 of ,SBIN,SBIN,SBIN

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 12851000/-, DATE: 29-OCT-21, BANK NAME: SBIN, BRANCH NAME: , BANK REFERENCE NO: 7879892434427, PAYMENT MODE: NEFT/RTGS-1001138, ATRN: 7879892434427, REMITTER NAME: DSR PRIME SPACES, EXECUTANT NAME: GLAND CELSUS PARTNERS, CLAIMANT NAME: DSR PRIME SPACES) (2). AMOUNT PAID: Rs. 10000/-, DATE: 30-OCT-21, BANK NAME: SBIN, BRANCH NAME: , BANK REFERENCE NO: 8605756266823, PAYMENT MODE: CASH-1001138, ATRN: 8605756266823, REMITTER NAME: DSR PRIME SPACES, EXECUTANT NAME: GLAND CELSUS PARTNERS, CLAIMANT NAME: DSR PRIME SPACES) (3). AMOUNT PAID: Rs. 437100/-, DATE: 12-NOV-21, BANK NAME: SBIN, BRANCH NAME: , BANK REFERENCE NO: 6608185290519, PAYMENT MODE: NEFT/RTGS-1001138, ATRN: 6608185290519, REMITTER NAME: DSR PRIME SPACES, EXECUTANT NAME: GLAND CELSUS PARTNERS, CLAIMANT NAME: DSR PRIME SPACES)

Date: 12th day of November, 2021

[Signature]
 Signature of the Officer
 Gandipet

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 15/11/21 Sheet 2 of 47
 Sub Registrar
 Gandipet

15 నవంబరు 2021 నుండి ర. న. 1943
 ఫ... 15147... వెంకటేశ్వర విజయలక్ష్మి చెరువాడి
 స్వామివారి నిమిషం గురించి చెడి. 1525
 15. 15147... 2021 నవంబరు 12... చెడి.

[Signature]
 DSR

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- (vii) The Land Owner has paid all necessary land revenues, land tax, cesses and other statutory charges in respect of the Schedule Property to the concerned authorities till the Execution Date;
- (viii) Except as agreed in terms of this Agreement, the Land Owner shall not create any encumbrances, attachments, court orders, charges, leases, mortgages and / or any other third party rights in relation to the Schedule Property during the term of this Agreement;
- (ix) There are no tenancy claims in regard to the Schedule Property under the Telangana Tenancy and Agricultural Lands Act, 1950;
- (x) There is no notice from the Government or any other local body or authority including under The Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement Act, 2013 (or any similar previous enactment) or any other legislative enactment or ordinance (whether Central or State) or under any notification which has been received by the Land Owner, seeking to acquire the whole or portions of the Schedule Property.

H. Both the Parties to this Agreement have reached a clear understanding and working of the scheme of development as set out more clearly under this Agreement and are desirous of recording their mutually agreed terms and conditions for development of the Schedule Property. Hence, this Joint Development Agreement with General Power of Attorney.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION:

1.1. Definitions: In this Agreement, unless the context or meaning otherwise requires, the following capitalized terms shall have the meanings ascribed to them below:

- (a) **"Applicable Laws"** shall mean any statute, law, regulation, ordinance, rule, judgment, order, decree, bye-law, approval from the concerned authority, government resolution, order, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law of any of the foregoing, by any concerned authority having jurisdiction over the matter in question, which are in effect or as may be amended, modified, enacted or revoked from time to time hereafter;
- (b) **"Authority"** shall mean the union, state local or other governmental, administrative, regulatory, judicial or quasi-judicial authority or self-regulating authority, commission, board, tribunal or court including but not limited to the TSSPDCL, HMDA, GHMC, HWSSB or other Applicable Law, rule or regulation making entity having or purporting to have jurisdiction on the subject matter in question;
- (c) **"Approvals"** shall mean all approvals, clearances, licenses, permits, consents, permissions, orders, decrees, certificates, sanctions, authorizations, authentications, registrations, qualifications, designations,

For GLAND CELSUS PARTNERS


Authorised Signatory

For DSR PRIME SPACES


Authorised Signatory

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Gandipet

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declarations, notifications and exemptions or ruling to or from any Authority (including but not limited to under the RERA Act) required in relation to development of the Project (defined later) and for undertaking all ancillary and incidental activities in relation to the same including but not limited to approval of the sanction plan, environment approvals, fire clearance certificate, commencement certificate, occupancy certificate and completion certificate with respect to the Project (defined later);

- (d) **"Assessor"** shall mean any one of the list of qualified professionals set out in **Annexure-4** below who shall be appointed mutually by the Land Owner and the Developer in terms of Clause 10.4 of the Agreement;
- (e) **"Completion"** with reference to the Saleable Areas and / or Project shall mean completion of all works of construction and development of such Saleable Area and / or the Project including the common areas and parking areas, as per the Specifications and sanctioned Approvals, evidenced by the issuance of the occupancy certificate by the competent Authority in respect thereof. The words **"Complete"**, **"Completing"** and any other similar variations of the word **"Completion"** shall also be deemed to be construed accordingly;
- (f) **"Person"** shall mean any natural person, limited or unlimited liability company, corporation, partnership (whether limited or unlimited), proprietorship, Hindu undivided family, trust, union, association, government or any agency or political subdivision thereof or any other entity that may be treated as a person under Applicable Laws;
- (g) **"RERA Act"** shall mean The Real Estate (Regulation and Development) Act, 2016, as amended from time to time, read along with the Telangana State rules issued thereunder;
- (h) **"Saleable Area"** shall have the meaning ascribed to such term in the Telangana State Real Estate (Regulation and Development) Rules, 2017 (read along with the Real Estate (Regulation and Development) Act, 2016).
- (i) **"Specifications"** shall mean the specifications for the construction to be undertaken by the Developer in the Project (defined later), details of which are more fully set out as an annexure hereto and marked **Annexure - 2**.

1.2. **Interpretation:** This Agreement will be interpreted in accordance with the settled canons of interpretation of contracts subject to the following:

- a) Words importing one gender will be construed as importing any other gender.
- b) Words importing the singular include the plural and vice versa.
- c) References to persons mean and include natural and artificial persons like bodies corporate and vice versa.
- d) Save where the context otherwise requires, all representations made above, all obligations given or undertaken by more than one person in the same

For GLAND CELSUS PARTNERS


Authorised Signatory

For DSR PRIME SPACES


Authorised Signatory

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Gandipet

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capacity are given or undertaken by them jointly or severally as the case may be.

- e) The division of this Agreement into Clauses, Schedules and Annexures and insertion of headings in this Agreement are only for ease of reference and convenience and will not impact the construction or interpretation of any provision of this Agreement.

2. DEVELOPMENT AND SHARING OF AREAS:

2.1. That in pursuance of the foregoing and subject to the agreed terms and conditions set out under this Agreement, the Developer hereby agrees to develop the Schedule Property into a luxury high-rise residential apartment complex (with two towers) along with a separate club house, with appropriate car parking spaces and all other amenities and Specifications as detailed hereinafter ("**Project**"), subject to the plans approved by the concerned Authorities in such manner as set out in this Agreement and the terms and conditions hereinafter contained:

- (a) The Developer is hereby authorized to develop the Project on and over the Schedule Property at its sole cost and expense.
- (b) The Developer hereby agrees to develop the Project on and over the Schedule Property at its sole cost by undertaking the development of the Project consisting of residential apartments buildings, club house, appropriate car parking spaces and all necessary and agreed infrastructure, amenities etc., and the Developer has also agreed to secure at its/their cost all the Approvals as are necessary from the relevant Authorities to construct the said Project on the Schedule Property.
- (c) The Developer hereby agrees to construct a minimum of 10,20,000 sq. ft. (Ten Lakh Twenty Thousand square feet) of Saleable Area in the Project and the Developer shall ensure that the plans submitted to the Authorities including the GHMC / HMDA in terms of this Agreement shall achieve the abovementioned overall Saleable Area in the Project. It has also been agreed amongst the Parties that the said square footage to be constructed and developed by the Developer as part of the Project shall be comprised within 2 (two) Towers, each having 35 or 36 floors (subject to the sanction plans that will be granted for the Project) and each floor having 4 (four) corner flats each. Other than the said towers, it is also agreed that a separate amenities block / club house shall also form part of the Project for the usage of the occupants in the Project. It is hereby agreed between the Parties that this Clause shall be read along with Clause 8.9 laid out herein below.
- (d) Sharing of Saleable Areas: Subject to the terms of this Agreement, the Land Owner and the Developer shall be entitled to the constructed Saleable Areas and the ultimate developed products comprised in the Project in such percentages as set out below:
- (i) Landowners Share: The Land Owner shall be entitled to 35% (Thirty Five percent) of the aggregate Saleable Area in the shape of residential flats in the Project and the proportionate car parking areas

For GLAND CELSUS PARTNERS


Authorised Signatory

For DSR PRIME SPACES


Authorised Signatory

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15/432021, Sheet 6 of 47 Sub Registrar
Gandipet

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and proportionate common areas in the Project which are allocable to the above said 35% of the aggregate Saleable Area (hereinafter the above said Saleable Area along with the proportionate car parking areas and proportionate common areas and amenities in the Project shall be together referred to as the "**Landowners Saleable Area**") along with the right to retain 35% undivided interest in the land comprised within the Schedule Property which is allocable to the Landowners Saleable Area. The Landowners Saleable Area and the 35% undivided interest in the land comprised within the Schedule Property which is allocable to the Landowners Saleable Area, shall together be hereinafter referred to as the "**Landowners Share**".

- (ii) **Developers Share:** The Developer shall be entitled to 65% (Sixty Five percent) of the aggregate Saleable Area in the shape of residential flats in the Project and the proportionate car parking areas and proportionate common areas in the Project which are allocable to the abovesaid 65% of the aggregate Saleable Area (hereinafter the above said Saleable Area along with the proportionate car parking areas and proportionate common areas in the Project shall be together referred to as the "**Developers Saleable Area**") along with the right to hold 65% undivided interest in the land comprised within the Schedule Property which is allocable to the Developers Saleable Area and which undivided interest in the Schedule Property shall be held and dealt with by the Developer in terms of this Agreement. The Developers Saleable Area and the 65% undivided interest in the land comprised within the Schedule Property which is allocable to the Developers Saleable Area, shall together be hereinafter referred to as the "**Developers Share**".

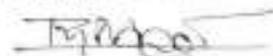
2.2. The Developer shall undertake the development of the Project exclusively on and over Schedule Property only and shall not club the Schedule Property with any other adjoining or abutting lands for the purposes of developing the Project.

3. **PERMISSION AND POWER TO DEVELOP:**

3.1. The Land Owner hereby permits the Developer, by way of license, to enter upon the Schedule Property and further authorizes and empowers the Developer to develop the Schedule Property by constructing the Project as aforesaid in terms of this Agreement and agrees not to revoke the said power until completion of development and sale of the Developers Share, so long as there is no default or breach by the Developer of this Agreement or the occurrence of any other events as contemplated under this Agreement. The Developer has accordingly entered the Schedule Property and will develop the Schedule Property in terms of this Agreement.

3.2. The permission to enter by way of license so granted shall not however be construed as the delivery of possession of the Schedule Property in part performance of any contract as defined under Section 53A of the Transfer of Property Act, 1882 read with Section 2 (47) (v) & (vi) of Income Tax Act, 1961.

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- 3.3. Except to the extent contemplated under this Agreement, the Land Owner hereby agrees not to interfere or interrupt in any manner whatsoever in the development of Schedule Property and construction of the Project as stated above and/ or stopping the work that has to be done under this Agreement. However, the Land Owner and/or their authorized representatives are entitled to inspection as provided in this Agreement.
- 3.4. No Objection Certificates: The Developer hereby agrees to obtain at their cost all NOCs from Fire Department/ Environment / pollution control department, Airports Authority of India etc., which are necessary to obtain building sanction and any other Approvals for the Project in the Schedule Property from the GHMC/HMDA.
- 3.5. Payment of charges, taxes etc., to the GHMC/HMDA: The Developer has agreed to bear and pay conversion fee/charges payable to the GHMC/HMDA and other Authorities for getting the sanctioned building plans for the proposed Project in the Schedule Property. The Land Owner has already paid all taxes/ cesses pending up to the Execution Date of the Agreement and also agrees to pay any other taxes / cesses that may be incurred in relation to the period prior to the Execution Date of this Agreement.
- 3.6. Compliance with Applicable Laws: The Developer represented and covenanted to the Land Owner that it/they would strictly comply with all applicable central and state laws including but not restricted to rules and regulations of RERA Act and would complete the development and construction strictly in accordance with the terms and conditions and conforming to the Specifications stipulated under this Agreement. The Land Owner shall at all times be kept free of all losses or costs and expenses of whatsoever nature arising from any notices, proceedings or any other non-compliances under the RERA Act.

4. PLANS/LICENCES:

- 4.1. Master Plan: The Developer shall prepare or get prepared development plan, building plans and all required drawings as per the building bye-laws, rules and regulations in force for development of the Schedule Property into the Project (together "Master Plan") with required parking spaces, common amenities like club house etc., within a period of 30 (Thirty) days from the Execution Date of this Agreement and present the same for the approval of the Land Owner. Upon receipt of the Master Plan, the Land Owner shall either approve the said Master Plan or within 15 (fifteen) days from the receipt of the Master Plan from the Developer, discuss with the Developer in relation to any objections or changes that the Landowner may require to be included into the Master Plan to bring the same in alignment with the terms of this Agreement. The Developer shall consider such objections and shall modify the Master Plan within the above said 15 (fifteen) days period, and such modified Master Plan shall be deemed to be final Master Plan approved by both the Parties.
- 4.2. Timeline to seek Approvals: The Developer shall take appropriate steps to secure at its/their cost the necessary Approvals (including all relevant consents, no objection certificates and other permissions) required for the construction and

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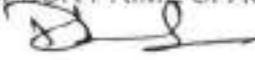
development of the Project and shall obtain the said Approvals as relevant for the Project including RERA approvals within a period of 5 (Five) months from the Execution Date of this Agreement with an additional grace period of 2 (Two) months.

- 4.3. The Land Owner agrees to reasonably cooperate with the Developer and sign and execute any necessary applications, paper/s and documents in respect of such Approvals relevant to the Project. However, the responsibility and cost for preparing the Approvals/plans and obtaining necessary licenses, sanctions, no objection certificates and all other permissions and approvals required to take up and complete the development and construction of the Project shall be that of the Developer.
- 4.4. The Developer shall totally bear all costs, expenses, charges and fees to get development and construction Approvals / plan approvals and all other costs required to take up, commence and complete the construction of the Project and all other facilities and infrastructure. The plan approval charges, development charges, cesses, fees any other charges/levies and all sums demanded by the Authorities for giving Approvals for the development plan and construction plans shall be fully borne by the Developer and the Land Owner shall have no liability whatsoever in this behalf.
- 4.5. It is reiterated amongst the Parties that in developing the Schedule Property, the Developer shall achieve a minimum Saleable Area of 10,20,000 sq. ft. (Ten Lakhs Twenty Thousand square feet) in the Project. Further, upon the finalization of the Master Plan, the Developer shall have absolute discretion in designing and conceptualizing the development / Project in line with the finalized Master Plan. However, if as per Approvals / sanction plan actually obtained for the Project by the Developer, if the Saleable Area is more than 10,20,000 sq. ft., the Developer shall construct as per approved Master Plan and the Land Owner and the Developer shall be entitled to their respective shares of Saleable Areas as per the percentages set out in Clause 2.1 (d) above out of total built up area sanctioned by GHMC/HMDA.
- 4.6. Mortgage of Saleable Area towards statutory authorities: In the event, as a condition for approval of development plan, the GHMC/HMDA requires the Parties to mortgage any Saleable Area in the shape of residential flats in the Project in favor of local authority / GHMC/HMDA, then the Developer shall create such mortgage from out of the Developers' Saleable Area only. Further it is clearly agreed that the Developer shall solely bear necessary stamp duty and registration charges etc., for creation of such mortgage in favor of the concerned authority and the release of such mortgage, if any, and the Land Owner shall have no liability towards the same and it is the responsibility of Developer to obtain occupancy certificate from GHMC/HMDA and to cause the release of the mortgage created in favor of GHMC/HMDA.
- 4.7. The Land Owner has intimated the Developer that the Land Owner's affiliate entity/partner had already obtained permissions for construction of IT Towers over the Schedule Property from the HMDA vide Permit No. 0277789/SKP/C1/U6/HMDA/06092019 dated August 25, 2021 consisting of 4

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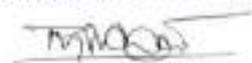


Cellars, 1 Ground + 21 Upper floors. Now, since the Parties have agreed to enter into this Agreement for the development of the Project over the Schedule Property, the Developer shall apply to the concerned Authorities for a revision of the plan for changing Approvals sanctioned for the IT Towers to a high-rise residential complex with 2 towers. It is also agreed amongst the Parties that the amount paid by the Land Owner towards the Approval / sanction plan for the IT Towers to the HMDA shall be utilized by the Developer and balance amounts, if any, towards the Approval fees/charges for this Project shall be paid by the Developer. Accordingly, simultaneous with the Developer receiving the Approval from the GHMC / HMDA / concerned authorities, the Developer shall reimburse such amounts to the Land Owner from out of the aggregate amounts earlier paid by the Land Owner to the Authorities (towards obtaining the sanction plan / Approval for the IT Towers) to the extent actually adjusted or utilized by the Developer in securing the Approvals for the Project.

5. **CONSTRUCTION/DEVELOPMENT OF THE PROJECT:**

- 5.1. The Developer shall develop the Schedule Property in accordance with approved Master Plan, the development plans and sanctioned Approvals / construction plans with necessary internal and external services, roads, driveways, walkways, common area amenities, facilities including compound and passages and sewerage disposal system, water distribution lines and electricity connections. The construction of Residential Apartment Buildings and other developments in the Schedule Property shall be in accordance with the Specifications mentioned in Annexure - 2 attached hereto.
- 5.2. The Developer shall be entitled to make any minor additions, deletions and alterations to the development and construction plans as demanded by the sanctioning Authorities without affecting the entitlement of the Land Owner. The Developer shall however intimate such modifications to the Land Owner and take its consent. Subject to adhering to the Master Plan and any Approvals / sanction plans issued in respect of the Project, the Developer shall have absolute discretion in matters relating to the method and manner of construction without affecting the quality, safety and time frame agreed for Completion of the development.
- 5.3. The Developer shall have absolute discretion in selection of construction materials, methodology of construction, equipments to be used for construction and other related techniques of construction and the **Land Owner** shall not interfere with the same provided it is made clear that the development and construction shall be in accordance with the sanctioned plan and the Specifications agreed between the Parties. However, the Developer shall be responsible for the design and structural stability of the Project and it shall follow all rules and regulations prescribed under the National Building Code, 2016 and any other laws as may be applicable in the development of the proposed Project. It is also agreed that the Developer shall alone be held responsible and liable for all defects in construction and claims arising out of such constructions if any.
- 5.4. The construction and development of the Project shall be undertaken by the Developer within such timelines and as per the terms and conditions as agreed in terms of this Agreement.

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6. **APPOINTMENT OF ARCHITECTS, CONTRACTORS AND ENGINEERS:**

- 6.1. The Developer shall be entitled to appoint architects, contractors, engineers and other consultants at their cost to execute the development and construction works. The fees payable to the architects, engineers, contractors, consultants and other staff and workmen and all persons connected with the development shall be borne by the Developer and they shall have no claim on the Land Owner and/or Schedule Property.
- 6.2. In case of disputes between the Developer and/or their architects, engineers, contractors, consultants, other workmen, suppliers of materials and all other persons who are engaged or employed in the development and construction, the same shall be paid and settled exclusively by the Developer without in any way making the Land Owner liable for the same.
- 6.3. In case of any accidents or injury or death of any workmen or third party during the development and construction in the Schedule Property or elsewhere in relation to the Development in the Schedule Property and construction, the Developer shall solely be responsible for payment of any compensation or any actions arising there from and the Land Owner shall have no liability whatsoever in this behalf. The Developer shall keep the Land Owner fully indemnified and harmless against all such claims and also reimburse the Land Owner all expenses incurred in defending any such claim/action and/or the amounts ordered to be payable by them.
- 6.4. All items of plants and machinery, tools and implements, stores and materials, the Developer and/or their contractors, workmen and other agencies may bring to the Schedule Property for the development and construction of the Project shall remain the exclusive property of Developer at all times and the Developer shall be entitled to remove the same. The Land Owner shall have no claim or lien whatsoever on any such items of plant and machinery, tools and implements, stores and materials at any time.

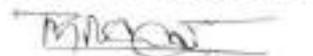
7. **COST OF DEVELOPMENT AND CONSTRUCTION OF RESIDENTIAL APARTMENT/S:**

The entire cost of development of the Project together with all other infrastructure for sewerage disposal, water and electricity supply as per the agreed Specifications and as per sanctioned plans, including the Landowners Saleable Area shall be borne entirely by the Developer. The Land Owner shall not be required to pay any amount for the aforesaid purposes, except the amounts if any specifically agreed to be paid by the Land Owner to the Developer under this Agreement.

8. **ALLOCATION OF BUILT-UP AREA TO BOTH PARTIES:**

- 8.1. As set out aforesaid in this Agreement, the Developer shall develop the Schedule Property into the Project together with car parking areas, club house, internal driveways, common areas and amenities such as water and electricity supply system, drainage system, sewerage disposal / treatment system and all other

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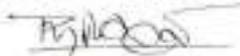
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utilities and facilities and infrastructure required for the Completion and occupation of the Project as per the Specifications attached hereto as Annexure - 2 at its sole cost.

- 8.2. The constructed Saleable Areas in the Schedule Property and the undivided share of the land in the Schedule Property will be shared among the Land Owner and the Developer as laid out in Clause 2.1 (d) herein above in consideration of the Developer developing the Schedule Property at the cost of the Developer into the Project i.e., residential apartments/buildings and the Land Owner and the Developer shall be entitled to deal with their respective shares in terms of this Agreement.
- 8.3. The Owners Share referred to in Clause 2.1 (d) herein above shall belong exclusively to the Land Owner, to be retained and/or disposed of by the Land Owner as they may deem it fit. The Developers Share referred to in Clause 2.1 (d) herein above shall belong exclusively to the Developer, to be retained and/or disposed of by the Developer as they may deem it fit subject to the terms of this Agreement.
- 8.4. If so deemed necessary by any relevant Authority or under Applicable Law, the Developer shall be entitled to transfer/relinquish the parks and open spaces in the Project to be provided in the Project and relinquished/gifted to the plan approval Authorities as per Applicable Laws.
- 8.5. In consideration of the Developer delivering the Landowners Saleable Area as above, the Land Owner hereby agrees, binds and undertakes to transfer/convey to the Developer and/or their nominee/s or assignee/s the undivided share in the Schedule Property as relevant and proportionately allocable to the Developers Saleable Area upon the Developer achieving Completion of the Project. The Land Owner shall allow the Developer to transfer or convey to prospective buyers, the super structure and interest in land comprising the Developers Share on Completion of the development.
- 8.6. In consideration of the Land Owner having provided the Schedule Property on development basis to the Developer in terms hereof, the Landowners Saleable Area shall be the absolute property of the Land Owner and they shall be entitled to hold, sell, mortgage, gift, lease and alienate or otherwise dispose of the same or any part thereof without any limitations whatsoever and shall be entitled to all income, gains, capital appreciation and benefits of all kinds and description accruing, arising or flowing there from.
- 8.7. The Developers Saleable Area shall be the absolute property of the Developer and they shall be entitled to hold, sell, mortgage, gift, lease and alienate or otherwise dispose of the same or any part thereof and shall be entitled to all income, gains, capital appreciation and benefits of all kinds and description accruing, arising or flowing there from. It is however clarified that the Developer shall be entitled to execute all deeds of sale, transfer, gift etc. only after Completing the development and issuing notice of Completion and hand over of Landowners Saleable Area to the Land Owner as provided in Clause 13.2 below. In order to enable the Developer to sell or otherwise dispose of the Developers'

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Saleable Area in the manner set out in this Clause, the Land Owner has empowered the Developer with all those rights detailed in Annexure – 3 below.

- 8.8. Fractional and Joint Ownership: The Land Owner herein and the Developer herein will be the absolute owners in possession of the individual units in the Project (as shall be determined in terms of the Allocation / Sharing / Supplementary Agreement referred to in Clause 8.9 herein below) together with the undivided share of land in the Schedule Property and in all other associated infrastructure in the Project both common and divisible. Further in case the Land Owner and the Developer become entitled to any individual units in the shape of residential flats in the Project on a joint ownership basis, then each of the Land Owner and the Developer shall offer the other Party the right of first preference, at a mutually agreeable price, in respect of sale of such fractional portion of the individual residential units falling to their respective shares to the other Party.
- 8.9. Allocation / Sharing / Supplementary Agreement: Within 30 (Thirty) days from the date of receipt of sanction plans for the proposed development of the Project from the GHMC/HMDA, when the aggregate Saleable Areas in the Project become identifiable along with the parking areas, the Land Owner and Developer shall decide upon and earmark the Landowners Saleable Area and the Developers' Saleable Area by mutual discussions and reduce the same into writing in the form of Allocation/ Sharing/ Supplemental Agreement. At the time of deciding on such allotment of Saleable Areas in favor of the Land Owner and / or the Developer, the **Land Owner and Developer** shall give due consideration to both advantages and disadvantages (whether pertaining to vaasthu, the direction the flats are facing, the floor and tower location or otherwise) relating to the individual units / flats in proportion to their respective shares and the division and allocation of the Saleable Areas shall be done on an equitable basis. Provided that prior to commencing on the aforementioned equitable allocation of individual units, the Land Owner shall be allocated up to 10 residential flats / units as per the preference of the Land Owner and thereupon the Parties shall undertake the equitable allocation of the individual units / flats in the Project in the manner set out aforesaid in this Agreement. The Parties shall co-operate with each other in executing and registering the Allocation/ Sharing/ Supplemental Agreement which shall be read in continuation of this Agreement and both these agreements shall form part and parcel of one transaction between the Parties hereto.
- 8.10. It is also agreed amongst the parties that in the event any LIG / EWS area is opted to be built by the Developer in the Project, the same shall be deemed to fall into the share of the Developer only. Further, in the event the Developer opts to pay any shelter fees etc. to the statutory Authorities in lieu of the construction of the LIG / EWS housing, the such fees shall be borne by the Developer only.

9. CLUB HOUSE:

- 9.1. As a part of overall development, the Developer shall provide a separate amenities block / Club House consisting of various recreational facilities such as swimming pool, gym, party hall etc. commensurate with the size of the

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development and as per the architect plan, which details shall also form part of the Master Plan.

- 9.2. The occupants/owners of the residential apartments in the Project shall automatically become members of the said club house and shall be entitled to make use of the facilities by following the rules and regulations prescribed for the usage of the facilities.
- 9.3. The Club House shall form part of the common amenities for the owners of the apartments in the development however the Developer shall be entitled to appoint operators to manage Club House.
- 9.4. The Unit / Flat Holders shall have an absolute right of ingress and egress to the Club House facilities by using the roads/driveways and other facilities in the Project.
- 9.5. The facilities of the Club House or related facilities and amenities including garden / green area / open areas are available for the benefit of the owners / occupants of the Flats / Units in the Project and in the event of transfer of ownership of the Units / Flats, the transferee will be automatically entitled to the benefits of the Club House and the transferor shall cease to be the member of the Club House.

10. **COMMENCEMENT AND COMPLETION OF CONSTRUCTION:**

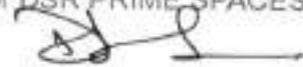
- 10.1. Within 60 (Sixty) days from the date of securing the sanctioned plan for construction, the Developer shall commence construction in the Schedule Property.
- 10.2. Timeline for Completion: The Developer shall develop the entire Project on and over the Schedule Property and Complete the overall development and construction of the Project in accordance with the Specifications set out in Annexure 2 hereto and the Sanctioned Plans within 42 (Forty Two) months from the date of receipt of sanctioned plans from the GHMC/HMDA.

It is clarified however that the Developer shall not incur any liability for any delay in delivery of possession of the Landowners Saleable Area due to any occurrence of a Force Majeure event or due to any injunction or prohibitory order (not attributable to any action or omission of the Developer) provided the Developer notifies the Land Owner of any such event within 7 (Seven) working days of such event occurring with estimate or duration of such event persisting. Upon the occurrence of such events, the Developer shall be entitled to a corresponding extension of time for completion and delivery of the said Landowners Saleable Area. The time taken for obtaining occupancy certificate / completion certificate / power / water / sanitary connections by the Developer shall be excluded at the time of computing the period stipulated for construction, however notwithstanding the same, the Developer in any event shall secure the occupancy certificate from the Authorities within the stipulated time of 42 (Forty Two) months as set out in this Clause 10.2 above, as it is the responsibility of the

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Developer to complete the construction and handover the entitlement of Owners Share along with obtaining the occupancy certificate for the same.

10.3. Delay Penalty: In the event of any delay in completing the construction and development within the timelines stipulated above, the Developer shall be entitled to an additional grace period of 6 (six) months period to complete the development and construction of Landowners Saleable Area. If there is any delay in Completing and delivering the Landowners Saleable Area to the Owner beyond the said grace period, the Developer shall be liable to pay to the Land Owner damages / delay penalties in the following manner:

- (a) For the first 6 (Six) months of such delay: At the rate of Rs. 10/- (Rupees Ten Only) per sq. ft. per month;
- (b) For the period of delay beyond the first 6 (Six) months: At the rate of Rs. 12/- (Rupees Twelve Only) per sq. ft. per month.

10.4. In the event the Project is not Completed within the timelines set out in this Agreement and such delay extends beyond a period of 12 (twelve) months from the timelines stipulated for Completion in Clauses 10.2 and 10.3 (relating to the grace period) above, then the Land Owner has the right (but not the obligation) to terminate this Agreement and to either undertake the development of the Project itself or to entrust the development work of the Project to any third party builder. The Land Owner shall be entitled to return the amount incurred by the Developer in undertaking the developmental activities on the Project till such date on the strength of the report given to the Land Owner by an Assessor (as defined hereinabove) who may be appointed mutually by the Land Owner and the Developer (from the list of Assessors set out in **Annexure-4** below) regarding the cost estimate of the Developer's construction till such date. However, such amount, if any, shall be paid or refunded back to the Developer by the Land Owner only after (i) accounting for the Owners Saleable Area entitlement which is the entitlement of the Land Owner by virtue of having provided the Completion of the building complex by third party developer; and (ii) the realization of such amounts by the Land Owner through sales from the Project (after accounting for the other expenses to be incurred in the construction of the Project).

11. INDEMNITY AND ASSURANCE BY LAND OWNER:

11.1. The Land Owner hereby confirms, declares and covenants that its title to the respective portions of the Schedule Property is valid, good, clear, marketable and subsisting and that no one else has/have any right, title, interest or share in the Schedule Property and that the Schedule Property is not subject to any encumbrances, mortgages, litigation, lien, attachments, court or taxation or acquisition proceedings or charges of any kind or any tenancy claims and which shall bar the development and/or sale of the Schedule Property and/or disposal of Developers' Saleable Area. The Land Owner shall keep the Developer fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings and third party claims that may arise against the Land Owner or any one claiming through the Land Owner for the act of omission or commission or

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breach of the terms hereof or on account of any defect in or want of title to their respective portions of the Schedule Property and Land Owner will be solely responsible to make good the title at all times.

- 11.2. In the event it is identified that there are any title defects, the Landowner hereby undertakes to rectify such defects within such time period as may be mutually agreed amongst the Parties. Provided that in the event the Land Owner fails to rectify such defects, if any, within such agreed time periods the Developer shall be entitled to issue a notice of termination of this Agreement and call upon the Land Owner to refund the entire non-refundable deposit amount / Goodwill amount paid by the Developer and the Land Owner shall also be liable to reimburse to the Developer all the costs, charges and expenses incurred by the Developer to obtain permissions, clearances, consents, no objection certificates and sanction of license and plan and the cost of construction, if any, where such costs shall be approved in writing by an Assessor appointed mutually by the Parties for the purpose. It is also agreed that except as otherwise recorded in this Agreement, the Land Owner shall not encumber the Schedule Property nor deal with or dispose of the Schedule Property or any interest or portions therein or part with its possession. Provided nothing contained herein shall prevent the Land Owner from selling and disposing off the Landowners Saleable Area together with proportionate undivided share in the Schedule Property in any manner they may deem it fit either by themselves or through their power of attorney holders. The Land Owner shall not part with their possession or grant any license to use the Schedule Property which will prejudice the rights of Developer under this Agreement. The Land Owner shall not grant any Power(s) of Attorney to deal with the Developer's undivided share in the Schedule Property in any manner whatsoever inconsistent with this Agreement except in the normal course of the Land Owner's transactions and for sale of their respective share of built-up area and undivided interest in the land in Schedule Property.
- 11.3. The Land Owner covenants with the Developer the Second Party and/or any transferee/s of the Developer shall enjoy the Developers' Saleable Area or any part thereof and all the common areas and facilities in the Schedule Property with proportionate undivided share in the land without any let or hindrance whatsoever from the Land Owner or any person claiming through or under them and the Developer shall have the absolute right to transfer whole or any part of the Developers Saleable Area with proportionate undivided share in the land in Schedule Property in accordance with the terms of this Agreement and the Land Owner does hereby undertake to execute at the cost of the Developer and/or its assignees as the case may be all such deeds, documents, agreements, covenants and writings, as may be required by the Developer and/or their assignees for securing and perfecting the title to their share in the Schedule Property, subject to the Developer having delivered the Landowners Saleable Area to the Land Owner in terms hereof.
- 11.4. In the event of there being any liability of the Land Owner towards the Income-tax that are required to be paid to get any clearances towards the Schedule Property, the Land Owner shall pay the said amount/s and obtain clearance certificate/s without any delay. On default, the Developer may at their discretion pay the said amount/s and obtain the said clearance/s certificate/s and/or

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permission and recover the said amount/s so paid and cost of securing such clearances/ certificates and other expenses from the Land Owner.

12. **INDEMNITY BY DEVELOPER:**

12.1. The Developer declares that the Land Owner has entered into this Agreement and given the Schedule Property for development expressly on the faith and strength of representation and assurance given by the Developer as set out in the recital above, which is part of this Agreement, and on strength and the assurance of the Developer in compliance of the terms of this Agreement in time, time being the essence of this agreement. The Developer acknowledges that if the representation and assurance or the obligations of the Developer are not kept up and or complied it would be in breach of this Agreement and the Land Owner will suffer greatly and in which case the Developer shall be solely liable for the losses suffered by the Land Owner and the Developer shall make good any such losses costs, charges and expenses incurred by the Land Owner.

12.2. The Developer shall keep the Land Owner fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings, that may arise against the Land Owner and/or the Landowners Saleable Area in the Schedule Property and the Project to be constructed thereon by reason of any failure on the part of the Developer to discharge their liabilities/obligations or on account of any act of omission or commission in using the Schedule Property or arising out of development and putting up of the construction or in delay thereof and further the Developer shall be fully liable and responsible for any labor disputes, injury, deaths etc. or to the Government, Statutory Authorities, and all other Authorities for compliance of all the statutory requirements regarding development and construction of Project in or upon the Schedule Property. The Developer also undertakes to take out and keep in force all the insurance covers as are required under law to be taken during the construction of the Project.

13. **TRANSFER OF DEVELOPERS SALEABLE AREA AND LAND OWNER SALEABLE AREA :**

13.1. The Developer shall on sanction of development plan and license and plan for construction of the Project and execution of the Allocation/ Sharing/ Supplemental Agreement in terms of this Agreement will be entitled to enter into agreements to sell/transfer/lease in respect of the undivided share of land in Schedule Property corresponding the Developers' Saleable Area, without giving possession of such undivided share to the persons desirous of owning/holding the Developers' Saleable Area in the Project. The Developer will be entitled to receive the consideration reserved for such sale and transfer such funds in its own name without being liable to render any accounts thereof to the Land Owner.

13.2. Upon Completion of the development of the Project or any part thereof and the receipt of the Occupancy Certificate in respect of such completed development works, the Developer shall intimate the same in writing to the Land Owner along with providing the Land Owner a copy of the said Occupancy Certificate and thereupon the Land Owner shall take possession of such Landowners Saleable Area within 15 (fifteen) days. Subject to the Developer having sent the notice of

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Completion and handover of possession of Landowners Saleable Area as provided in this Clause, the Developer shall be entitled to convey by means of sale deeds and other documents, the proportionate undivided interest in the land in Schedule Property proportionate to the Developers' Saleable Area together with the residential units thereon. It is clarified that Land Owner shall be liable to pay the amounts, if any, which are payable to the Developer under this Agreement due in respect of such completed Landowners Saleable Area only if the same is handed over to the Land Owner along with the Occupancy Certificate issued by the plan sanctioning Authority.

13.3. After the Parties herein have entered into allocation/Sharing/supplemental Agreement as detailed in Clause 8.9, the Land Owner shall be entitled to deal the residential apartments allocated to its/their share as absolute owner thereof together with corresponding proportionate undivided share of land in Schedule Property in any manner they deem fit and to independently enter into agreements for such sale or transfer to such persons intending to purchase and or acquire such apartments at such price and upon such terms and conditions as may be agreed between them and to receive, realize and appropriate the sale proceeds in respect of such sale and to independently transfer and convey the said residential premises to the purchasers or their nominees or others through registered conveyance deeds, lease deeds, mortgage deeds or any other documents or deeds, but at all times governed by and in terms of this Agreement.

13.4. The Land Owner and the Developer shall from the date of Completion of the construction of the Project, maintain their respective portions, at their own cost in good and tenantable repair and shall not do or suffer to be done anything in or to the said premises, and/or common areas and passages which may be against law or which will cause obstruction or interference to the users of such common areas. The Land Owner and/or their transferees in regard to the Land Owners Saleable Area and the Developer and/or their nominee/s in respect of Developers Saleable Area, shall become members of Association to be formed by all the owners of the residential apartments for the purpose of attending to maintenance and safety of the development and all matters of common interest and concern and shall observe and perform the terms / conditions / Bye-laws / Rules /Regulations of such Organization. The Developer shall, until formation of residential apartments owners association and the subsequent hand over of development and common area maintenance to the residential apartments owners association in terms of this Agreement, agrees to undertake maintenance of common areas and facilities or entrust the same to a maintenance company of their choice for the aforesaid purposes and shall be entitled to collect the common areas maintenance expenses/charges from all the owners of the apartments including from the Land Owner in respect of the Landowners Saleable Area retained by the Land Owner.

14. **TAXES, MAINTENANCE, DEPOSITS AND OTHER CHARGES:**

14.1. Property Taxes and taxes relating to electricity, water etc.: The Land Owner shall pay and discharge all property taxes, land revenue dues and assessments in respect of the Schedule Property up to the Execution Date of this Agreement. On and from the date of delivery of possession of the Landowners Saleable Area to

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the Land Owner or from the date of expiry of 15 (Fifteen) days from the date of service of a written notice by the Developer to the Land Owner that the Landowners Saleable Area has been Completed and that the same is ready for delivery and occupation, the Land Owner or its nominees / purchasers, as the case may be, shall be liable to bear and pay all property taxes, rates and cesses and charges for electricity, water and sanitary and other services and outgoings payable in respect of the various units / flats forming part of the Landowners Saleable Area. Similarly, from such date as set out above from when the Land Owner or its nominees / purchasers, as the case may be, shall be liable to bear and pay all property taxes, rates and cesses and charges in relation to their respective flats, the Developer and / or its nominees / purchasers, as the case may be, shall be liable to bear and pay all property taxes, rates and cesses and charges for electricity, water and sanitary and other services and outgoings payable in respect of the various units / flats forming part of the Developers Saleable Area.

- 14.2. Infrastructure Charges: The Developer hereby covenants to bear at its own cost, infrastructure charges like departmental charges, pro-rata charges and deposits payable to the electricity board, water supply and sewerage board and cost towards installation and creation of water, sanitary and electrical infrastructures like transformers, ring main units, cable charges and work executed on D.C.W. basis along with supervision charges by the electricity authorities, installing of water, gas and electricity meters etc., charges for installing gas bank, pipe laying charges for cooking gas from the gas bank, pipeline charges for water and sanitary connections from the Main Road for the entire infrastructure, and in respect of the Landowners Saleable Area. However, the Developer will be entitled to collect the said Infrastructure charges directly from the purchasers of the residential units including from out of the Landowners Saleable Area.
- 14.3. Goods and Service Tax: The entire GST charges leviable and all other taxes and charges arising out of the total construction and development or in relation to any other matter relating to the Project will be borne by the Developer only. However, the Developer will be entitled to collect the said GST charges leviable directly from the purchasers of the residential units in the Project including from out of the Landowners Saleable Area. Further, notwithstanding the aforesaid, at the time of receipt of the Occupancy Certificate for the Project, in the event any there are any un-booked flats / units from out of the Landowners Saleable Area, the Land Owner shall pay GST in relation to such un-booked flats / units to the Developer to enable the Developer to discharge the same to the department.
- 14.4. Stamp Duty and Registration Charges: The stamp duty, registration charges, legal fees and expenses in connection with the preparation and execution of the Deed/s of Conveyance and/or other documents relating to Developers' Saleable Area in Schedule Property to be conveyed by the Developer and/or their nominee/s and assignee/s shall be borne by the ultimate purchasers of the units / flats from out of the Developers Saleable Area. Similarly, all such charges and costs that are applicable to Landowners Saleable Area will be borne by the ultimate purchasers of the units / flats from out of the Landowners Saleable Area.
- 14.5. Income Tax / Capital gains Taxes: The capital gains tax, if any, that may be leviable on the transfer of land rights as aforesaid in the Schedule Property to the

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Developer and/or their nominees under one or more documents shall be borne by the Land Owner. For the purpose of calculation of capital gains that may be leviable, the Developer shall provide its cost of construction incurred for constructing the Landowners Saleable Area in the Project which would be the basis for calculation of the Land Owner's liability towards capital gains tax or income tax. The Developer shall meet all their tax liabilities arising on transfer of Developers Saleable Area and any nomination fee charged by the Developer towards the sale of the undivided share falling to the share of the Developer. It is clarified that realization secured by the Developer over and above the cost of construction incurred shall be deemed as Developer's gains and the Land Owner shall not be liable to pay any tax on such amount.

- 14.6. It is agreed amongst the Parties in the event any marketing expenses for the sale of the units / flats falling within the Landowners Saleable Area that are ensured / conducted through the Developer are incurred, the Land Owner shall pay the sum of 2% of the sale value irrespective of the actual cost of marketing / charges incurred by the Developer in this regard. It is also agreed that in the event the Land Owner sells any unit / flat from out of the Landowners Saleable Area by themselves, the Developer shall not be entitled for the marketing expenses for the sale of the same.

15. **COMMON AMENITIES AND MAINTENANCE CHARGES; CORPUS FUND; FORMATION OF ASSOCIATION:**

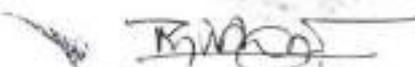
- 15.1. The Developer will be developing the Schedule Property into the Project by laying internal roads / driveways, open spaces and other areas for the common enjoyment of the occupants of the Project. The Land Owner/occupants of Landowners Saleable Area and the Developer / occupants of the Developers Saleable Area shall be entitled to make use of all such common amenities provided in the Project including the right to enjoy all common areas, such as gardens, roads and passages etc. The Land Owner/occupants of Landowners Saleable Area and the Developer / occupants of the Developers Saleable Area shall also have the right to use all the access roads, internal driveways, common areas, services, amenities and facilities without any obstruction and restriction whatsoever.

- 15.2. Common Area Maintenance Period and Charges: The Land Owner hereby agrees for maintenance of the common areas in the Project by / under the supervision of the Developer or any agency appointed by the Developer (the entity maintaining being referred to as "Maintenance Agency") for an initial period of 24 (twenty four) months ("Initial Period") from the date of receipt of the Occupancy Certificate for the Project. The common area maintenance charges in relation to the said Initial Period shall be payable in advance (at the rate set out below) to the Developer / Maintenance Agency by the ultimate owners of the flats / units in the Project on or prior to the date of receipt of the Occupancy Certificate by which date the Project shall be Completed in all respects (including the Landowners Saleable Area) and the Landowners Saleable Area is ready for occupation and a notice in this regard has been sent to the Land Owner by the Developer and confirmed by the Land Owner, irrespective of whether possession of the such Landowners Saleable Area is taken by the Land Owner and/ or its

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transferees or not. It has been agreed amongst the Land Owner and the Developer that the common area maintenance charges for the entire Initial Period which are payable in advance in terms of this Clause shall be Rs. 72/- (Rupees Seventy Two) per sq. ft. for the said Initial Period.

15.3. The Common Area Maintenance of the Project: As set out aforesaid, the Developer shall maintain the Common Area of the Project for a period for 24 months from the date of Occupancy Certificate. Subsequent to the same shall be handed over to the association formed by the residents of the Project at the end of the Initial Term, from which date, the Land Owner and / or its transferees, as the case may be, and the Developer and / or its transferees shall bear and pay monthly proportionate maintenance expenses for maintenance of common areas and facilities including any deposits payable to the owners association or to any Maintenance Agency appointed for maintenance of common areas. Further, the Land Owner and / or its transferees, as the case may be, and the Developer and / or its transferees, as the case may be, shall also be responsible to pay all out goings on general expenses in respect of the Saleable Area held / owned by them respectively such as insurance, municipal expenses, taxes or cesses, electrical and water charges, maintenance charges, security charges and all other costs and expenses connected with maintenance and its common areas/facilities.

15.4. Corpus Fund: The Land Owner or their transferees / nominees and the Developer or their transferees / nominees, as the case may be, shall also contribute and pay at the rate of Rs. 100/- (Rupees Hundred Only) per sq. ft. towards their share towards a corpus fund that may be created for the purpose of maintenance of common areas by the Developer or the Maintenance Agency, as and when called upon by the Developer after Completion of the Project.

15.5. Formation of the Association: After Completion of the Project and as early as practicable, the Developer shall form association of apartment owners to take care of their common interest and maintain the common areas and amenities within the Project. The association could be block wise association with a common federation or at the option of the Developer can be one common association for the entire Project. It shall be responsibility of the Developer and representatives from the apartment owners to finalize the necessary charter documents for the administration of the association and get it registered under the relevant statutes as may be necessary for the operation of the association. It is clarified that until the apartment owners association takes over the common area maintenance, the Developer and/or the Agency appointed by the Developer shall be entitled to maintain all common areas within the Project and collect common area maintenance charges from the all the apartment owners including the Land Owner and / or its transferees, as the case may be, in the manner set out in this Clause 15.

16. **OBLIGATION OF THE LAND OWNER:**

16.1. The Land Owner has this day executed a Power of Attorney in favor of the Developer to enable the Developer to proceed with the obtaining of all Approvals including but not limited to the development plan, licenses and building construction plans, consents in regard to the development on the Schedule

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Property and construction to be made in the form of apartments in the Project and other facilities and authorizing the Developer to represent the Land Owner before the various Authorities including but not limited to the HMDA/GHMC, State and Central Government Departments, Fire Force Department, Electricity, Water Supply Departments/Companies, Telecom Department, Airport and Pollution Control Board and all other Statutory Authorities, which will be in force until the Project's development and sales are completed subject however to the conditions contained supra.

- 16.2. The Land Owner has empowered the Developer and to sell or otherwise dispose of the undivided share of land in Schedule Property proportionate to the Developers Saleable Area as laid out in Clause 2.1 herein above which the Developer agrees to exercise in terms of this Development Agreement. The rights of the Developer in this regard are set out in **Annexure - 3** to this Agreement.
- 16.3. Notwithstanding execution of such power(s) of attorney, the Land Owner shall sign and execute necessary applications, papers, affidavits, undertakings and documents and do all acts, deeds and things as the Developer may lawfully require for completing the development of the Schedule Property and in order to legally and effectively vest in the Developer and/or their nominee(s) title to the Developers Saleable Area in the Project, subject to the terms of this Agreement.
- 16.4. It is agreed between the Land Owner and the Developer that the rights of the Developer to sell or otherwise deal with the Developers Saleable Area as enumerated in **Annexure - 3** shall be exercised by the Developer, only upon execution of Allocation/Supplementary/Sharing Agreement for allocation of Saleable Area as provided in Clause 8.9 herein above and the Developer shall be entitled to enter into agreements with its nominee(s) to agree to sell the undivided share in the Schedule Property proportionate to the Developers Saleable Area and receive advances towards sale consideration and all other amounts in its own name without being liable to give any account to the Land Owner and without delivering the possession of such undivided share under such agreements for sale. However, it is clearly agreed that the Developer's entitlement to 'convey' by means of sale deeds in favor of such nominees the proportionate undivided share in the land in Schedule Property shall only be upon completion of development and after delivery of Landowners Saleable Area as provided in Clause 13.2 hereinabove.

17. **NON-REFUNDABLE GOODWILL CONSIDERATION:**

- 17.1. As consideration towards the grant of the development rights by the Land Owner in favor of the Developer, simultaneously with the execution of this Agreement, the Developer has paid to the Land Owner a non-refundable goodwill consideration amount of Rs. 1,00,00,000/- (Rupees One Crore Only) by way of a cheque no. 001604 dt. October 25, 2021 drawn on Union Bank of India, Jubilee Hills, Hyderabad branch.
- 17.2. Except for the reasons set out in Clause 11.2 above, the Land Owner shall not be liable to refund or pay back this non-refundable goodwill consideration for any reason whatsoever,

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18. **DOCUMENTS OF TITLE:**

The Land Owner shall provide the Developer the photocopies of the Original title document relating to the Schedule Property i.e., Doc. Nos. 6587/2018 dated 10.07.2018 registered in the O/o Sub-Registrar, Gandipet, Ranga Reddy District and other relevant documents in respect of Schedule Property at the time of execution of Joint Development agreement enabling the Developer /DEVELOPER to produce the same before various Authorities and also agrees to produce the original documents as and when required for verification and for scrutiny by such Authorities. It is agreed that the Developer shall not create any liability over the Developer Scheduled Property or any part thereof.

19. **NO POWER TO RAISE LOANS:**

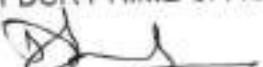
19.1. The Developer agrees that they shall not create any mortgage in respect of Schedule Property or any part thereof or avail any project finance from any financial institutions/banks. However, the nominees/purchasers of the Developer share of flats are entitled to avail housing loans from financial institutions/banks and the Land Owner shall provide the original documents for verification to the concerned bank authorities.

19.2. The Developer herein agrees that, any time after execution of the Allocation / Sharing Agreement, the Land Owner shall be entitled to raise loans for their personal use by mortgaging and offering the Landowners Saleable Area together with the undivided share in the Schedule Property as security to Banks / Financial Institutions and for that purpose the Land Owner are entitled to execute and register necessary deeds/declarations/affidavits. In such an event the Land Owner hereby covenant with the Developer that the Developer shall not be required to sign any papers exposing the Developer to any liability and it is made clear that the banks and/or financial institutions shall have claim/s only against the Landowners Saleable Area together with the undivided share in the Schedule Property. All such borrowings/liabilities created for the personal use of the Land Owner shall be the sole responsibility of the Land Owner and there shall be no liability on the Developer. In the event of any default in repayment by such loans, recovery shall be enforced only against of the Land Owner and their share of Landowners Saleable Area together with the undivided share in the Schedule Property. The above shall be subject to the Land Owner's rights to assign their rights under this Agreement in favor of the Bank / Financial Institution or their nominees provided that the Bank / Financial Institution or their nominee executes a deed of adherence in favour of the Developer, agreeing to be bound by the terms of this Agreement. If necessary, the Developer agrees to issue a consent letter in a form requested by the Bank / Financial Institution subject to the condition that any default in repayment of loans raised as stated above by the Land Owner, the recovery shall be enforced only against the Land Owner and his/her/their share of Landowners Saleable Area together with the proportionate undivided share in the Schedule Property.

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20. **NAME OF THE PROJECT/BUILDINGS:**

The Project to be developed on Schedule Property shall be named by the Developer after consultation and receiving consent of the Land Owner. It is however clearly agreed that the name shall be prefixed with Developer's brand name 'DSR' only.

21. **COMPLIANCE WITH LICENCE AND PLAN:**

In formation of layout and construction of the Project and the buildings and constructions included therein and in providing electricity, water and sewerage, environmental clearances, building height clearances, building rules and regulations etc., and all other facilities and other amenities in the Project, the Developer shall duly observe the Applicable Laws relating thereto.

22. **ADDITIONAL WORK:**

The Developer may at their discretion agree to execute additional items of work (other than those specified in the Specifications annexed hereto) as required by the Land Owner on a separate and mutually agreed terms/and/or rates or that the Land Owner shall be at liberty to get any additional items of work done by their own agency only after possession is handed over to them by the Developer. If the same is to be undertaken by the Developer, the Parties shall mutually discuss if any additional time is required to undertake such additional work and shall accordingly consider any such additional time to be added to the agreed time stipulations for completion of construction of Owners Share as set out in this Agreement.

23. **RIGHT OF THE LAND OWNER TO INSPECT THE CONSTRUCTION:**

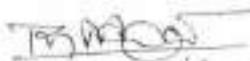
The Land Owner and/or their authorized representative(s) at all reasonable times shall have the right of inspection of the progress of work and quality of construction as per the agreed Specifications and require the Developer to rectify any errors or require the Developer to properly implement the work of the Landowners Saleable Area in the Schedule Property. Further, the Land Owner and / or its representatives shall be entitled to give suggestions for improvements to the Developer from time to time during the construction of the Project which shall be considered by the Developer on a good faith basis.

Notwithstanding the above, the Developer hereby undertakes to appoint a project management consultant and to provide the Land Owner with quarterly progress reports in relation to the construction progress of the Project.

24. **DEFECT LIABILITY PERIOD:**

The Developer shall be responsible to set right at its cost any defect in the construction of proposed apartments noticed up to a period of five years or as such other time stipulated under the RERA Act from the date of Completion of the construction and delivery of the same. However, minor hair-line cracks in the plaster, masonry, door and windows shall not be considered as defects for the purposes of these Clause.

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25. **SALE/TRANSFER OF OWNERS CONSTRUCTED AREA:**

In the event that the Land Owner sells, transfers and/or otherwise dispose of its share in the Landowners Saleable Area and at such time if the Land Owner so desires, the Developer agrees to join in the execution of agreements, sale deeds and other deeds as confirming party to lend assurance to the transferee.

26. **ACQUISITION:**

If the entire Schedule Property is acquired under any Law by the Government or other Authority under the Applicable Law, then this Agreement shall stand terminated after settlement of the amounts between the Parties by sharing the compensation received in such cases proportionately in the manner set out hereunder:

- (a) If the acquisition takes place before completion of 50% of development and construction of the Project, then the compensation payable for the full area of Schedule Property shall be taken by the Land Owner in entirety subject to refunding the good will amounts paid by the Developer hereunder in full without any interest thereon and the compensation payable towards development and construction made thereon by the Developer shall be taken by Developer in entirety; and
- (b) If the acquisition takes place after 50% of construction and development of the Project, then the compensation and other sums payable on the land and building and developments in Schedule Property shall be shared by the Land Owner and Developer in the proportion as laid out in Clause 2.1 herein above and the Land Owner shall also refund the good will amounts paid by the Developer hereunder in full without any interest thereon.

27. **INTELLECTUAL PROPERTY RIGHTS:**

Neither this Agreement nor any of the terms of this Agreement shall be:

- (a) Construed or sought to be interpreted as authorizing either Party to use the other Party's intellectual property rights; and
- (b) Understood or sought to be interpreted to permit either Party to use the other Party's logo, trade name, trade mark, service mark or copyright in any manner whatsoever save and except if agreed and recorded in writing.

28. **INTERPRETATION:**

This Agreement shall not be construed as a Partnership, Agency or otherwise between the Parties herein and/or an Agreement to Sell but shall be construed strictly in accordance with the covenants contained in this Agreement.

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29. **ADVERTISEMENT:**

The Developer at their cost shall be entitled to advertise for sale and disposal of the apartments in the Schedule Property and to publish in the Newspapers calling for response from prospective purchasers and in terms of this Agreement.

30. **TERMINATION, SPECIFIC PERFORMANCE & DISPUTE RESOLUTION**

30.1. Subject to the Land Owner continuing to provide the original documents for verification / inspection as and when required in terms of this Agreement and subject to the Land Owner having given its approvals / objections to the Master Plan within the timelines stipulated under Clause 4.1 above, in the event the Developer fails to secure sanction of construction plans and commence construction within 12 (twelve) months from the date of this Agreement, the Land Owner shall be entitled to terminate this Agreement by issuing a notice of termination and shall also be entitled to forfeit the goodwill amounts paid by the Developer to the Land Owner. In such an event, neither of the Parties hereto shall be entitled to claim any damages from the other Party in relation to any rights or obligations created or extinguished in term of this Agreement, or any other related understanding amongst the Parties. The Developer, on receipt of notice of termination, shall return all copies of documents of title and the link documents to the Land Owner.

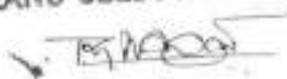
30.2. In the event of breach by either Party, the other Party (the aggrieved party) shall be entitled to specific performance and also be entitled to recover all losses and expenses incurred as a consequence of such breach from the party committing breach.

30.3. Irrespective of what is stated in this Agreement, any breach committed by the Land Owner/Developer, as the case may be, should be complained of by the Land Owner/Developer, as the case may be, in writing and shall further call upon the other Party to remedy the breach and on the failure of such Party to remedy such breach within 30 (Thirty) days from the date of receipt of such notice to that effect, the Parties shall take steps to resolve such compliance or non-compliance in terms stated below. However, in case of emergency the notice period may be for lesser period.

30.4. In the event of the Parties being unable to resolve the dispute by conciliation as above or within such further time as the Parties may agree in writing, the dispute may be referred by either Party to arbitration by a panel constituted by a sole arbitrator to be mutually appointed by the Parties in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and shall be decided by such Arbitral Tribunal. The award shall be final and binding on the Parties.

- i) The venue of arbitration will be held in Hyderabad.
- ii) The language of the arbitration proceedings will be in English.

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The disputes shall be resolved in 30 (Thirty) working days of reference or within a reasonable period as may be agreed between the parties in writing. It is however clarified the development work in the Schedule Property will not stop, pending the arbitration process.

31. **JURISDICTION:**

Subject to the dispute resolution process set out in Clause 30 above, any proceedings arising out of or in connection with this Agreement may be brought in any Courts of competent jurisdiction in Hyderabad only.

32. **COMPLETE AGREEMENT:**

The Parties acknowledge that this Agreement constitutes the entire agreement between the Parties hereto in relation to the subject matters agreed hereunder and this Agreement supersedes any prior agreements and representations between the Parties, whether written or oral. Any such prior arrangements stand cancelled as on the date of this Agreement.

33. **AMENDMENT:**

No Decision or exercise of discretion / judgment / opinion / approval of any matter arising out of or contained in this Agreement will be deemed to amend this Agreement. This Agreement may be amended only by a written document executed between the parties.

34. **WAIVERS:**

The failure by either parties to enforce any term or for any period, or any one or more of the terms or conditions of this Agreement will not be construed as waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

35. **ASSIGNMENT:**

Except as otherwise allowed under this Agreement, the Developer shall not be entitled to assign or transfer its rights and obligations under this Agreement to any third party including any affiliates or nominees unless the Land Owner approved the same in prior writing.

36. **NO RESTRICTIONS:**

It is agreed between the parties hereto that neither Developer nor Land Owner will be restricted or restrained to take up any other project implementation of real estate for any other company, persons or any project implementation by themselves or any other party.

37. **FORCE MAJEURE:**

37.1. Neither Party shall be liable and responsible to the other Party if it fails to fulfill, honor or discharge any of its obligations under this Agreement for reasons of Force

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Majeure (defined below) which is notified within 1 (One) week of such Force Majeure event continuing for an uninterrupted period of at least 30 (Thirty) days.

37.2. The term "**Force Majeure**" for the purposes of this Agreement shall mean and include the events or circumstances or combination of events or circumstances set out below which are beyond the reasonable control of either Party and which adversely affect the construction and development of the Project:

- (i) Acts of war (whether declared or undeclared), invasion, riots, armed conflict or act of foreign enemy, revolution, riot, insurrection, act of terrorism or any blockade or embargo issued by any Authority without any cause of action attributable to the Party claiming Force Majeure;
- (ii) Industry wide bandhs and/or civil unrest leading cessation of normal life in Hyderabad and / or the State of Telangana;
- (iii) Radioactive contamination or ionising radiation or chemical contamination;
- (iv) Flood, Cyclone, Lightening, earthquake, drought storm, or any other acts of God;
- (v) Epidemics or plagues which are declared as an Epidemic by the relevant Authority;
- (vi) Fire or explosion; and / or
- (vii) Air crash or train wreck causing a direct loss or damage to major materials required for the proposed development.

38. **NOTICE AND ADDRESSES:**

All notices and correspondence to the Land Owner shall be addressed and sent to :

M/s GLAND CELSUS PARTNERS,
Rep. by its Sri T S G V Naga Prasad
Flat No. 201, Greenland Apartments,
Ameerpet, Hyderabad – 500016
Email ID: nagaprasad909@yahoo.co.in

All notices and correspondence to the Developer shall be addressed and sent to :

M/S. DSR PRIME SPACES,
Rep. by its Managing Partner D. Sudhakar Reddy S/o, late D. Subbarami Reddy
O/o. Plot No. 221, Road No. 17, Jubilee Hills, Hyderabad – 500 033.
Email ID: md@dsrinfra.com

Each Party will give notice under acknowledgement, to the other of any change in address as soon as practicable. All communication shall be sent by Registered Post Acknowledgement Due or delivered personally with acknowledgement and

For GLAND CELSUS PARTNERS


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For DSR PRIME SPACES


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will be deemed to have been received by the addressee within 3 (three) working days of posting.

39. **SEVERABILITY;**

In the event that any provision of this Agreement or these conditions or any one of them are declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable or indications of the same are received by either of the parties from any, relevant competent authority, the parties will:

- a) amend that provision in such reasonable manner as to achieve the intention of the parties without illegality, or
- b) at the discretion of the parties, such provision may be severed from this Agreement.
- c) the remaining provisions of this Agreement will remain in full force and effect unless the parties decide that the effect of such declaration is to defeat the original intention of the parties.

40. **VARIATIONS/CHANGES IN WRITING;**

No decision or exercise of discretion, judgment or opinion or approval of any matter mentioned in this Agreement or arising from it shall be valid unless made by the parties in writing.

41. **EXECUTION, COST & CUSTODY;**

This Agreement is made in two sets and the Developer alone shall bear the cost of stamp duty and registration charges payable on this Agreement. The original set shall be with the Developer and the duplicate with the Land Owner. Similarly, in relation to the Supplemental Sharing Agreement enumerated in Clause 8.9, the Developer alone shall bear the cost of stamp duty and registration charges payable on the said Supplemental Sharing Agreement. The same shall also be registered in two sets and the original set shall be with the Developer and the duplicate with the Land Owner.

SCHEDULE PROPERTY

All that piece and parcel of land admeasuring an extent 14,533 sq. yards. (equivalent to Ac. 3-00 Guntas) comprised in Sy. No. 91/2/3 of Kokapet Village, Gandipet Mandal, Ranga Reddy District which is bounded as follows:

NORTH: Road

SOUTH: Sy. No.84

EAST: Sy.No.91/1

WEST: Road

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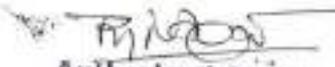
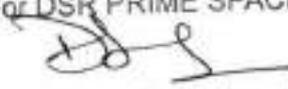
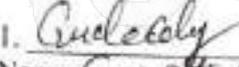
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ANNEXURE

- 1) Nature of Roof : R.C.C
- 2) Total Extent of site : 14,533 Sq. Yards
- 3) Proposed Construction : 10,20,000 Sq. Feet
- 4) Parking : 2,04,000 Sq. Feet
- 5) Executant's estimate
Of M.V. of the property: 127,50,00,000/- + 3,36,60,000/- = 130,86,60,000/-
- 6) Club House : 30,600 Sq. feet

IN WITNESS WHEREOF the Land Owner and the Developer have set their respective hands on the day, month and year first above mentioned.

EXECUTED FOR AND ON BEHALF OF THE LAND OWNER	EXECUTED FOR AND ON BEHALF OF THE DEVELOPER
<p>For GLAND CELSUS PARTNERS</p> <p align="center"> Authorized Signatory</p> <p>Name: T S G V Naga Prasad Designation: Authorized Signatory</p>	<p>For DSR PRIME SPACES</p> <p align="center"> Authorized Signatory</p> <p>Name: D. Sudhakar Reddy Designation: Authorized Signatory and Managing Partner</p>
WITNESSES:	
<p>1.  Name: Gunupati Sridhar Reddy Address: S/o G Arunda Krishna Reddy 1/215, Pradip Nagar Kadapa.</p>	<p>2.  Name: A. Raju Address: S/o A. Kommaraya. H/NO 6-3-865/1/A, -Annapet, Hyd-</p>

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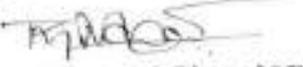
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LIST OF ANNEXURES TO BE ATTACHED

- Annexure - 1 : Plan of the Schedule Property**
- Annexure -2 : Specifications of construction**
- Annexure -3 : General Power of Attorney**
- Annexure -4 : List of Assessors**

For GLAND CELSUS PARTNERS


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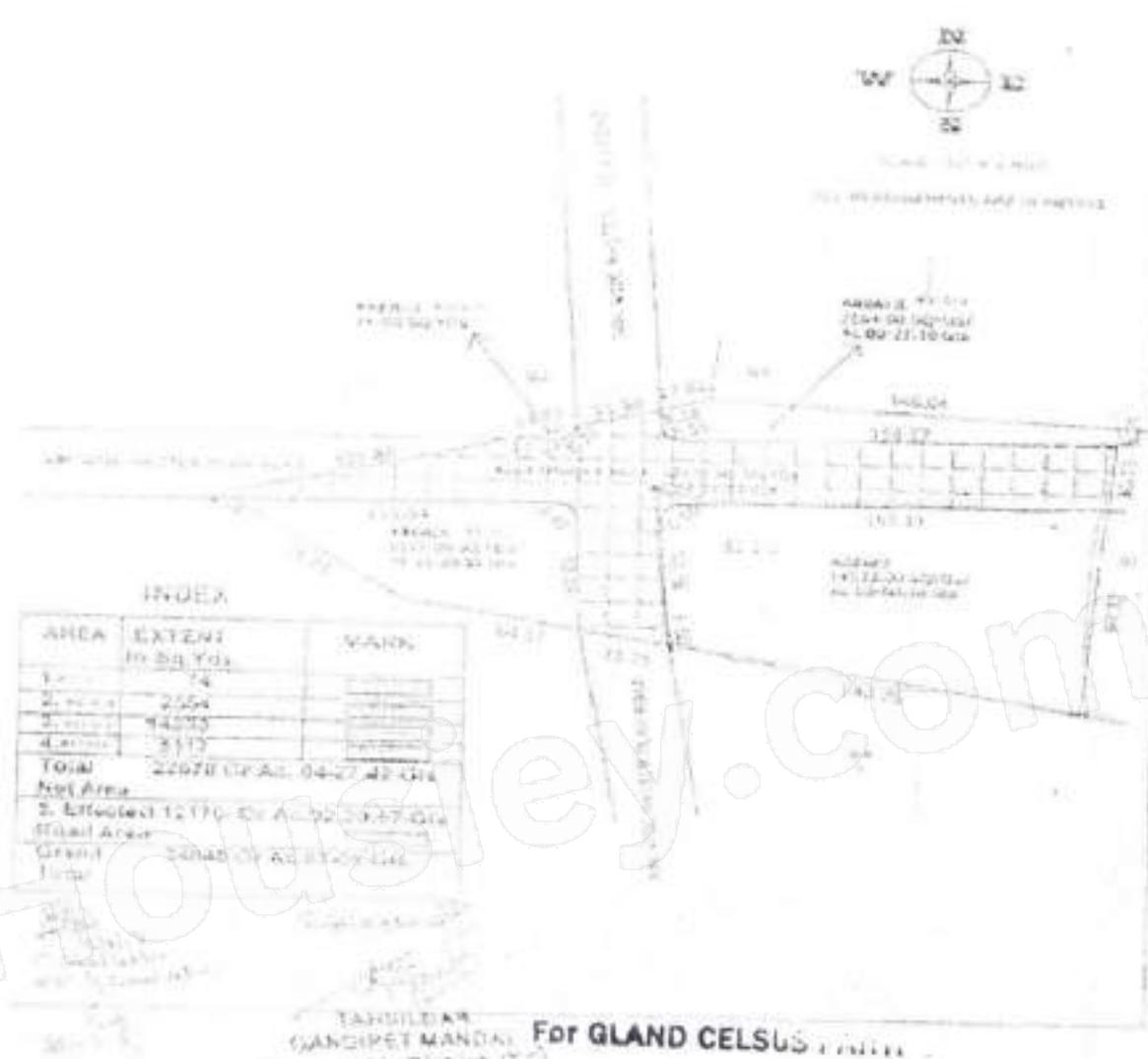
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ANNEXURE - 1

Plan of the Schedule Property



INDEX

AREA	EXTENT In Sq Yds	MARK
1.	74	
2.	2554	
3.	4475	
4.	3117	
Total	20970 (P.A. 04-27-42-GA)	
Net Area		
2. Effective	12170 (P.A. 02-29-27-GA)	
Total Area		
Grant	Sched. of Act No. 124	
Plan		

TANJAVUR
GANDHINETT MANDAL For GLAND CELSUS
TAMIL NADU DISTRICT (T.C.)

Witness :

1. *Guilabey*

2. *ST*

[Signature]
Authorized Signatory
Land Owner

For DSR PRIME SPACES
[Signature]
Authorized Signatory
Developer

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ANNEXURE – 2

AGREED SPECIFICATIONS FOR THE PROJECT

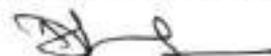
I.	STRUCTURE
	<ul style="list-style-type: none">• R.C.C. framed structure to withstand Wind and Seismic Loads.• Super Structure: Reinforced shear walls.
II.	WALL PUNNING
	<ul style="list-style-type: none">• Smooth Finish Gypsum punning on internal walls excluding Balconies and Wash Area.• Weather proof paint of reputed make over external putty finish at utility / sit out walls and ceiling.
III.	PAINTING
	o EXTERNAL
	<ul style="list-style-type: none">• Textured finish with two coats of weather proof exterior emulsion paint of Asian paints or equivalent.
	o INTERNAL
	<ul style="list-style-type: none">• Smooth putty finish with two coats of premium acrylic emulsion paint of Asian paints or equivalent make over a coat of primer.
	o SITOUT & DECK
	<ul style="list-style-type: none">• Weather proof paint of reputed make over external putty finish at utility / sit out walls and ceiling.
	o BASEMENT PARKING
	<ul style="list-style-type: none">• Water proof cement paint and over a base coat of primer for columns and one coat of primer with paint for entire ceiling roof.
	o PARKING AREA
	<ul style="list-style-type: none">• Texture & Paint.
IV.	DOORS, DOOR FRAMES & SHUTTERS
	o MAIN DOOR FRAME AND SHUTTER
	<ul style="list-style-type: none">• Main door frame of 8 feet height.• Frame - Best Teak wood section with seasoning.• Shutter - 48mm thick flush door shutter made of solid block board core construction, cross bands / with tubular particle board core and face veneer hot Pressed and bonded with phenol formaldehyde synthetic resin adhesive with teak veneer and P.U polish on both sides.
	o INTERNAL DOOR FRAME AND SHUTTER
	<ul style="list-style-type: none">• Internal door frame of 8 feet height.• FRAME- Best Teak wood section with seasoning.• SHUTTER - 40mm thick flush door shutter made of solid block board core construction, cross bands / with tubular particle board core and face veneer hot Pressed and bonded with phenol formaldehyde synthetic resin adhesive with teak veneer and P.U polish on both sides.
	o BATHROOM & MAID ROOM FRAME & SHUTTER

For GLAND CELSUS PARTNERS



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For DSR PRIME SPACES



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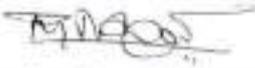


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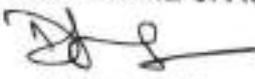


	<ul style="list-style-type: none"> Bathroom door frame of 8 feet height FRAME- Best Teak wood section with seasoning. SHUTTER- 40 mm thick flush door shutter made of solid block board core Construction, cross bands / with tubular particle board core and face veneer hot pressed and bonded with Phenol formaldehyde synthetic resin adhesive with teak veneer on one side, laminate on other sides.
	○ FIRE STAIR CASE DOORS
	<ul style="list-style-type: none"> GI powder coated as per fire norms.
	○ WINDOWS & FRENCH DOOR FRAME & SHUTTER
	<ul style="list-style-type: none"> Alumil or equivalent Anodized aluminum frame for French doors with double glass (DGU) and mosquito mesh. Alumil or equivalent Anodized aluminum frame for windows with double glass (DGU) and mosquito mesh. UPVC/Aluminum ventilator for all toilets, store, servant room & servant toilet. BALCONY RAILINGS - Techno rail or equivalent make Aesthetically designed toughened glass railing systems with high-quality handrails, cap rails and railing base.
	○ HARDWARE
	<ul style="list-style-type: none"> Biometric lock of Yale brand / Sugatsune brand / equivalent for main door. Hardware in brush finished stainless steel for all doors of Yale brand / Sugatsune brand / equivalent. All the doors with a mortise lock or tubular / cylindrical lock. Magnetic / Concealed door stoppers of reputed make for the main door and the bedroom doors.
V.	ELEVATORS / LIFTS (RESIDENTS/GUESTS LIFTS)
	○ RESIDENTS/GUESTS LIFTS
	<ul style="list-style-type: none"> High speed automatic Stainless Steel Lifts of Mitsubishi/Toshiba or equivalent make with group control and ARD with V3F for energy efficiency. Flooring: Aesthetically designed flooring of imported marble / granite Lift Cladding: Imported Marble / Granite
	○ SERVICE / GOODS LIFTS
	<ul style="list-style-type: none"> One high speed automatic Stainless Steel Lifts of Mitsubishi/Toshiba or equivalent make with ARD with V3F for energy efficiency.
VI.	FLOORING
	○ ENTRANCE LOUNGE AND COMMON LOBBY
	<ul style="list-style-type: none"> Combination of vitrified tiles and Italian marble as per architectural design.
	○ DRAWING ROOM, LIVING, DINING, POOJA ROOMS
	<ul style="list-style-type: none"> Fully Vitrified Imported vitrified tiles Italian marble finish of size 6x4.
	○ BEDROOMS AND KITCHEN
	<ul style="list-style-type: none"> Fully Vitrified Imported vitrified tiles Italian marble finish of size 6x4.
	○ SERVANT ROOM
	<ul style="list-style-type: none"> Vitrified tile in large format 1000 mm X 1000 mm.
	○ TOILETS & POWDER ROOM
	<ul style="list-style-type: none"> Concept designer tiles for walls and floor, and dadoing up to lintel height of size 1200 mm X 600 mm.

For GLAND CELSUS PARTNERS


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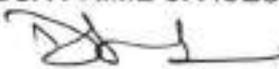


	<ul style="list-style-type: none"> ○ BALCONIES <ul style="list-style-type: none"> • Anti – skid imported quality vitrified tiles of 200 mm x 1200 mm. ○ UTILITY <ul style="list-style-type: none"> • Anti-skid tiles for wash area 1200 mm x 600 mm. ○ STAIRCASES <ul style="list-style-type: none"> • <u>Services Staircase</u> -Granite flooring as per architect design • <u>Fire Staircase</u> - Kota Stone flooring
VII.	KITCHEN/ UTILITY/WASH
	<ul style="list-style-type: none"> • Provision for municipal water and bore well water in the kitchen. • Single bowl sink in the utility area. • Power plugs for cooking range Chimney, Refrigerator, Microwave Oven, Mixer / Grinder and Aqua Water in kitchen. • Provision for Dish Washer, Washing Machine with CP Fittings.
VIII.	SANITARY AND FIXTURES
	<ul style="list-style-type: none"> ○ WATER CLOSETS <ul style="list-style-type: none"> • Western Style, porcelain EWC of Villeroy & Boch, Grohe flush tank or equivalent in all bathrooms. ○ HEALTH FAUCETS <ul style="list-style-type: none"> • Health faucets of Daniel / Fima Carlo Frattini or equivalent in all bathrooms. ○ WASH BASINS <ul style="list-style-type: none"> • Porcelain wash basins with vanities of Vitra or equivalent ○ COCKROACH TRAPS <ul style="list-style-type: none"> • A detachable stainless steel cockroach trap of reputed make in all bathrooms. ○ OVERHEAD SHOWERS <ul style="list-style-type: none"> • Overhead showers of Daniel / Vitra or equivalent in all bathrooms. • Thermostat diverter with shower of Villeroy & Boch / Carimali / Vitra or equivalent ○ FAUCETS <ul style="list-style-type: none"> • All faucets (CP), heavy body metal fittings of Fima Carlo Frattini / Villeroy & Boch or equivalent • Hot water connection to the shower and wash basin in each bathroom and to the sink in the kitchen. ○ RAIN SHOWERS <ul style="list-style-type: none"> • Rain showers in Master bedroom of Sirius / Daniel or equivalent ○ HAND SHOWERS <ul style="list-style-type: none"> • Hand Shower in Master bath room, Suite-1 and Suite-2 bathrooms ○ MIRRORS <ul style="list-style-type: none"> • LED Glass mirrors of Sirius make in all bathrooms (except in maid room toilet).
IX.	ELECTRICAL FIXTURES
	<ul style="list-style-type: none"> • Elegant designer modular electrical switches of Legrand or equivalent • Plug points for T.V. in drawing, Living and all bedrooms. • Concealed copper wiring of Havells or equivalent make • Three phase Supply for each unit and Energy Meter.

For GLAND CELSUS PARTNERS


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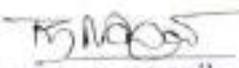
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	<ul style="list-style-type: none"> • Miniature Circuit Breakers (MCB) for each distribution boards of Havells or equivalent make • LED Light Fixtures for all Common Areas & Landscape Area Lighting. • Lightning rod / lightning conductor to protect lightning strike damage to structure. • Strobe light (Aviation light) indicator.
	○ ACs
	<ul style="list-style-type: none"> • Provision for ACs in the living / bedrooms with core cutting wherever necessary. Provision for outdoor units (high end) with access to installation / maintenance.
	○ HOME AUTOMATION
	<ul style="list-style-type: none"> • Automation for one light point and one fan point in drawing room, living room and all bed rooms with provision for upgradation of Legrand or equivalent • Gas leak detector with shut-off valve. • Provision to install Wi-Fi within house. • Meter readings with bill alerts. • Water meter will be provided for each apartment.
	○ TELECOMMUNICATION/ CABLE TV & INTERNET
	<ul style="list-style-type: none"> • Telephone points in Living, Dining Areas, all Bedrooms. • Intercom facility to all the units connecting Security. • DTH Provision for Cable Connection in Living and all Bedrooms. • Wired internet provision in master bedroom, children bedroom and drawing room.
X.	WTP AND STP
	<ul style="list-style-type: none"> • Fully treated water made available through exclusive water softening plant of bore well water. • A Sewage Treatment plant of adequate capacity as per norms will be provided inside the project. Treated sewage water will be used for the landscaping and flushing.
XI.	CAR PARKING
	3 Car Parks for Each Apartment
XII.	CAR WASH FACILITY
	Car washing facility shall be provided as per the vendor's specifications
XIII.	PARKING MANAGEMENT
	Entire parking is well designed to suit the number of Car Parks. Parking signage at required places to ease traffic flow
XIV.	GENERATOR
	100% DG set Backup with acoustic enclosure & AMF Panel for all flats and Common area.
XV.	LPG

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	Provision for supply of gas from centralized Gas bank to all individual flats with gas meter.
XVI.	BMS
	Building management software for gas bank, generator power, general power connection and for water meters.
XVII.	FACILITIES FOR DIFFERENTLY ABLED
	Access ramps at all Block Entrances shall be provided for Differently Abled.
XVIII.	WASTE MANAGEMENT
	Separate bins to collect dry waste (paper, plastic, glass, & metals), E-waste (batteries, lamps), and wet waste(organic).
XIX.	RAINWATER HARVESTING
	Rain water harvesting through recharge wells onsite to improve ground water level.
XX.	EXTERNAL LIGHTING
	LED Lightings posts with lamp fittings, in setback and Landscaping areas and LED lights in staircases & corridor areas.
XXI.	LANDSCAPE AND WATER BODIES
	Landscape and water bodies in the setback areas wherever feasible and in TOT - LOT areas as per design of landscape consultant.
XXII.	FIRE AND SAFETY
	<ul style="list-style-type: none"> • Fire hydrant and fire sprinkler system in all floors and basements. • Fire alarm and Public Address system in all floors and parking areas (basements). • Control panel will be kept at main security
XXIII.	SECURITY
	<ul style="list-style-type: none"> • Sophisticated round the clock security system. • Video door phone facility at main door. • Intercom from security to all flats and flat to flat. • Panic button and intercom provided in the lift and is connected to security room. • Surveillance cameras at the main security gated, entrance to each tower, passenger lifts and children's play area and reception area of all the blocks
XXIV.	COMPOUND WALL
	Aesthetically designed compound wall shall be constructed all around the plot with solar fencing.
XXV.	CLUB HOUSE FACILITIES WITH FULLY FURNISHED
	<ul style="list-style-type: none"> • Reception & Waiting • Banquet hall • Gymnasium • Aerobics/Yoga/Meditation area • Indoor Games with Billiards, Table Tennis, chess, carrom, etc • Badminton court • Squash court

For GLAND CELSUS PARTNERS


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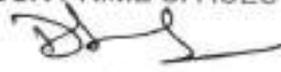


	<ul style="list-style-type: none"> • Terrace sports facility • Swimming pool & Kids pool • Creche / Day care • Co-working stations - work from home space • Conference room • Library <p>Maintenance office.</p>
XXVI. OUTDOOR AMENITIES	
	<ul style="list-style-type: none"> • Children play area • Walking/Jogging Track • Sit out pockets in landscape for small gatherings • Senior citizens plaza • Outdoor Gym • Yoga area in lawns • Pet parks • Outdoor Cricket Net Practice • Half Size Basketball Court <p>*Note: Club House Amenities and other outdoor Amenities are subject to space availability and architect plans and approvals.</p>

For GLAND CELSUS PARTNER


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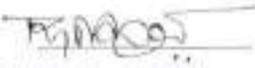
Annexure - 3

General Power of Attorney

The Land Owner above named confers the following powers to the Developer in connection with development of the Schedule Property and in particular with respect to Developers Saleable Area, as defined in the Agreement, to be exercised strictly in terms of the Joint Development Agreement to which this Power of Attorney is annexed:

- (i) To appear for and represent us before the Greater Hyderabad Municipal Corporation (GHMC), Rajendranagar Municipality, Hyderabad Metropolitan Development Authority (HMDA), Government, Semi Government Offices, Statutory Offices, Bodies and other Authorities, APTRANSCO/APCPDCL, Hyderabad Water Supply and Sewerage Board, Telephones Department, Microwave Department, Police Department, Airport Authorities, Fire Force Authorities, and in all other offices and apply for and obtain orders for change of land use or for grant of any plans, licenses, approvals, sanctions, orders, no objection certificates, etc. for the purpose of putting up construction of buildings in the Schedule Property and for the said and other purposes incidental thereto, to sign and execute all necessary petitions, applications, forms, affidavits, declarations, undertakings, indemnities and other deeds containing such covenants as may be required for securing the aforesaid and to take all steps necessary to secure no objection certificates, plans, licenses and other permission for construction and other purposes in the Schedule Property and also apply for renewal thereof and pay necessary charges and levies and sums there for.
- (ii) To appear for us and represent us before the GHMC and HMDA, make application for change of land use and comply with all the requirements as are necessary to secure the change of land use in respect of the Schedule Property as are necessary under law.
- (iii) To apply for and obtain commencement certificates or occupation certificates and/or completion certificates in respect of the Project to be constructed and completed on the Schedule Property from the concerned authorities.
- (iv) To make applications for water and sanitary connections, electricity supply and other incidental requirements which may be required in the Schedule Property from the concerned authorities.
- (v) To deal and correspond with the TSSCPDCL, for obtaining electricity connection or connections including making or putting up a sub-station for and/or in respect of or relating to the Project which will be constructed hereafter on the Schedule Property and for the said and other purposes to sign all letters, applications, undertakings, terms and conditions, etc., as may from time to time be thought necessary or as may be required by the concerned authorities.
- (vi) To appear on our behalf and in our name and to represent our interest before the City Survey Authorities, Land Revenue and Assessor of Municipal Rates and Taxes, Town Planning Authorities, and Municipal Offices and other Government and Semi-Government Offices, for the renewal or grant of Licenses and Permits

For GLAND CELSUS PARTNERS


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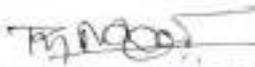
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or for any other purposes as may be necessary under any local act, Rule or Regulations and also to appear before any public or Government Office or other Authorities whomsoever in the matters relating to the Schedule Property.

- (vii) To appear for and represent us before any and all concerned Authorities and parties as may be necessary, required or advisable for or in connection with the development of Schedule Property and to make such arrangement and arrive at such arrangements as may be conducive to development of the Schedule Property.
- (viii) To sell or otherwise dispose of by way of sale, lease, exchange or otherwise the Developers Saleable Area as laid out in Clause 2.1 of the Agreement to which this Annexure – 3 is attached and also to such extent of higher undivided share as is required to convey proportionate share, right, title and interest in the land in Schedule Property (to the extent of Developers Saleable Area) that may be conveyed by us in favor of the aforesaid Developer at any time as per this Agreement (including Clause 13.2 thereunder) and settlement of accounts, in whole or in portions or in the form of divided/undivided shares or in any other manner on such terms and conditions as the Developer deems it fit in favor of any Purchaser/s or in favor of his/her/their nominee/s or assignee/s.
- (ix) To enter into, sign and execute Agreements to Sell, Sale Deeds and other documents conveyance in favor of the Purchaser/s, his/her/their nominee/s or assignee/s on such terms and conditions as the Developer may deem it fit for the extent of divided/undivided share in the Schedule Property to the extent stated in Clause No. (viii) herein above and as per the terms of this Agreement to which this power of attorney is attached (including Clause 13.2 thereunder).
- (x) To receive advance, earnest money and balance of sale proceeds from the Purchaser/s or his/her/their nominee/s or assignee/s in its name and issue valid receipt/s and discharges.
- (xi) To present any Agreement/s to Sell, Sale Deed/s, and/or other documents of conveyance/s in respect of the Schedule Property or any portion thereof for registration to the extent stated in Clause No. ix supra and admit its execution and receipt of consideration before the Jurisdictional Sub-Registrar having authority for registering the same and to do all act/s, deed/s and thing/s which the Developer shall consider necessary for conveying the Schedule Property to the said Purchaser/s or his/her/their nominee/s or assignee/s or in any other manner as the Developer may deem it fit as fully and effectually in all respects as we could do the same ourselves including handing over of the possession in respect of the divided/undivided portion/s of the Schedule Property to the extent stated in Clause No. (viii) supra.
- (xii) To sign and execute necessary document/s, declaration/s, affidavit/s, undertaking/s and other document/s required for completion of sale and/or transfer and/or alienation of the Schedule Property to the extent stated in Clause No. (viii) herein above and to do all other act/s, deed/s and thing/s that may be necessary for achieving the purposes mentioned herein.

For GLAND CELSUS PARTNERS


Authorised Signatory

For DSR PRIME SPACES


Authorised Signatory

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- (xiii) To negotiate on terms for and grant lease, sub-lease or under lease or part with possession with or without built up areas in whole or in portions or in any other manner and on such terms and conditions as our attorney deem it fit in favor of any transferee/s or in favor of his/her/their nominee/s or assignee/s for any period to the extent of Schedule Property stated in Clause No. (viii) herein above.
- (xiv) To receive rents, premiums, advances, earnest monies, deposits and other sums from the lessees/tenants/transferees or his/her/their nominee/s or assignee/s and execute Agreements to Lease, and/or Lease Deed/s and such other Conveyances in favor of such persons and issue proper and valid receipts therefor and be fully responsible for refund/repayment of the premiums, advances, earnest monies and deposits to the extent of Schedule Property stated in Clause No. (viii) herein above.
- (xv) To sign and execute any Agreement/s, Lease Deed/s, Sub-Lease Deed/s, Assignment Deed/s and other documents of conveyance/s in favor of the Transferee/s of Schedule Property or his/her/their nominee/s or assignee/s on such terms and conditions as the Developer may deem it fit to the extent of Schedule Property as stated in Clause No. (viii) herein above.
- (xvi) To present any Agreement/s, Lease deed/s or other documents of conveyance/s in respect of the extent of Schedule Property stated in clause no. (viii) herein above or portions thereof for registration, admit their execution and receipt of consideration before the Sub-Registrar having authority for and to have the same registered in the manner required under law and in this regard to do all acts, deeds and things which the Developer shall consider necessary to transfer by way of lease and/or otherwise to the transferee/s or his/her/their nominee/s or assignee/s or in any other manner as the Developer may deem/s it fit as fully and effectually in all respects as we could do the same ourselves.
- (xvii) To sign and give notice/s to tenants/Lessee/s and other occupants of the Schedule Property with or without building and to repair or abate any nuisance and enforce all remedies open in respect thereto to the extent of Schedule Property stated in Clause No. (viii) herein above.
- (xviii) To realize the rents, issues and profits and accept surrender of leases and tenancies in relation to the Developers Saleable Area and to evict tenants, trespassers and unauthorized occupants in the Schedule Property in the manner provided under law.
- (xix) To institute, defend and prosecute, enforce or resist or continue any suit/s or other action/s and/or proceeding/s, appeal/s, in any Court/s anywhere in its Civil, Criminal, Revenue, Revision or before any Tribunal/s or Arbitration or Commercial Court/s, Income Tax and Sales Tax Authority/ies, to execute Warrant of attorney/ies, Vakalathnama/s and other Authority/ies, to act and plead and to sign and verify plaint/s, written statement/s, petition/s and other pleading/s including pleadings under Article 226 of the Constitution of India and also to present any Memorandum of Appeal/s, Account/s, Inventory/ies, to accept service of summon/s, inventory/ies, notice/s and other legal process/es, enforce judgment/s, execute any decree/s or order/s, to appoint and engage Advocate/s,

For GLAND CELSUS PARTNERS


Authorised Signatory

For DSR PRIME SPACES


Authorised Signatory

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Auditor/s, Tax Practitioner/s and other Legal Agent/s etc., as the Developer thinks fit and proper and to adjust, settle all account/s, to refer to arbitration/s all dispute/s and difference/s, to compromise case/s, to withdraw the same to be non-suited and to receive delivery of document/s or payment/s of any money or monies from any Court Office/s or opposite party/ies either in execution of the decree/s or order/s or otherwise as it shall think fit and proper and to do all acts, deeds and things that may be necessary or requisite in connection therewith, each of the afore said in so far as it relates to the Schedule Property and / or the Project, in terms of the Agreement.

- (xx) To appear for the Land Owner and represent Land Owner before the Income Tax Department and its Office/s and to apply for and obtain necessary Income Tax Clearance Certificate/s under the provisions of the Income Tax Act, 1961, and other permission/s as may be required for completion of sale of the Schedule Property in favor of the Purchaser/s or in favor of his/her/their nominee/s or assignee/s and for the said and other purposes sign and execute necessary forms, applications, document/s, affidavit/s, declaration/s, indemnity/ies etc., and also to remit the tax/es payable, if any, on behalf of the Land Owner in so far as it relates to the Schedule Property and / or the Project, in terms of the Agreement.

The Land Owner do hereby covenant that the rights granted herein above shall be in full force and effect, and be fully valid until completion of development of the Project and the Developer has fully conveyed all the Developers Saleable Area.

The Land Owner and the Developer further agree that for better and more effectually to do all the acts and deeds stated herein above, Developer shall be entitled exercise all or any of the powers conferred by acting through its Managing Partner or anyone else duly authorized by the Managing Partner of the Developer or by way of a Resolution by the partners of the Developer from time to time or generally appoint such person/s as it deems fit as its substitute/s and in its place to execute and perform all or any of such acts, deeds and things as stated herein above and such substitute/s may at their discretion be removed

The Land Owner do hereby and at all times and hereafter agree to ratify and confirm all and whatever lawful acts, deeds or things done or caused to be done by the Developer by virtue of the rights/powers hereby conferred.

For GLAND CELSUS PARTNERS


Authorized Signatory

For DSR PRIME SPACES


Authorized Signatory

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**Annexure -4
LIST OF ASSESSORS**

Sl. No.	Name of the Assessor
1.	CBRE Project Management Team
2.	JLL Project Management Team
3.	Cushman & Wakefield Project Management Team

For GLAND CELSUS PARTNERS


Authorised Signatory

For DSR PRIME SPACES


Authorised Signatory

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భారత ప్రభుత్వం
Government of India



దేవరెడ్డి సతాకర్ రెడ్డి
Davireddy Sathakar Reddy

జన్మ తేదీ/Year of Birth: 1951
పురుషుడు / Male

3032 2300 3745

ఆధార్ - సామాన్యుని హక్కు

Handwritten signature

భారత ప్రభుత్వం
GOVERNMENT OF INDIA



టీ.ఎస్.వి.జి.నాగ ప్రసాద్
T S V G Naga Prasad

పుట్టిన తేదీ/DOB: 20/01/1952
పురుషుడు/ MALE

Mobile No: 9949064066

6685 6156 8545
VID : 9106 6667 5358 3728

నా ఆధార్ - నా గుర్తింపు

Handwritten signature

భారత ప్రభుత్వం
Government of India



గుంటుపాటి సాయి కృష్ణ రెడ్డి
Gunupati Sai Krishna Reddy

పుట్టిన తేదీ/DOB: 04/06/1988
పురుషుడు / Male

Handwritten signature: Gunudedy

3055 7069 7142

నా ఆధార్, నా గుర్తింపు

భారత ప్రభుత్వం
GOVERNMENT OF INDIA



అంబటి రాజు
Ambati Raju

పుట్టిన తేదీ/DOB: 10/06/1987
పురుషుడు/ MALE

Mobile No: 8008001747

6832 0551 7431
VID : 9131 4359 8845 2093

నా ఆధార్ - నా గుర్తింపు

Handwritten signature

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GLAND CELSUS PARTNERS

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED AT THE MEETING OF THE PARTNERS OF M/S. GLAND CELSUS PARTNERS ("THE FIRM") HELD ON THURSDAY, THE 21ST DAY OF OCTOBER, 2021 AT 10:00 A.M. AT THE REGISTERED OFFICE OF THE FIRM SITUATED AT # 6-3-865/1, FLAT NO. 201, GREENLAND APARTMENTS, AMEERPET, HYDERABAD, TELANGANA, INDIA – 500016.

AUTHORIZATION TO MR. T S V G NAGA PRASAD ON BEHALF OF THE FIRM:

"RESOLVED THAT consent of the partners of the firm be and is hereby accorded and appointed Mr. T S V G Naga Prasad, Partner of the Firm as Authorised representative for and on behalf of the Firm and in the best interest of the Firm to carry out such activities for which the Firm is constituted including ancillary activities in attainment of the main business objects of the Firm.

RESOLVED FURTHER THAT consent of the Partners of the Firm be and is hereby given to authorize Mr. T S V G Naga Prasad, Partner of the Firm, to sign and execute all agreements, undertakings, applications, returns, papers, receipts, vouchers, acknowledge, all documents relating to including but not limited to land acquisition/purchase, land transfers/sale, business development, construction, property development, property management, advisory, third party agreements and all other document(s) and also authorised to have negotiations, identification of properties for acquisition, development, construction and also to identify the vendors and suppliers of services and goods, and further authorised to get prepare, execute various Business Development Agreements, Memorandum of Understanding and Joint Development Agreement, if any required in the name and on behalf of the Firm and to do all or any of the acts, deeds, matters and things as may be considered expedient and necessary on behalf of the Firm.

RESOLVED FURTHER THAT Mr. T S V G Naga Prasad, Partner of the Firm, be and is hereby authorized in connection with the above mentioned purpose, to appoint any other consultants including but not limited to property valuers, chartered engineers, chartered accountants, advisors, legal attorneys, arbitrators, solicitors, advocates and document writers and issue power of attorney (POA) if any required and also to make the service fees to any of the above parties, in connection with the Firm's business activities from time to time, as and when required, in the best interest of the Firm.

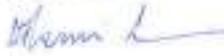
RESOLVED FURTHER THAT Mr. T S V G Naga Prasad, Partner of the Firm, be and is hereby authorized in connection with the above mentioned purpose, to participate in tenders with Government authorities and private bodies, if any, for acquisition of the properties movable and immovable, as and when required, in the best interest of the Firm.

RESOLVED FURTHER THAT all the acts, deeds and things done or got to be done by Mr. T S V G Naga Prasad, Partner of the Firm in the best interest of the Firm, in connection with above purposes will be valid and binding on the Firm.

RESOLVED FURTHER THAT any one of the Partners of the Firm be and is hereby authorised to issue a copy of this resolution as certified to be true and submit with concerned authorities as and when required."

//CERTIFIED TRUE COPY//

For GLAND CELSUS PARTNERS


K. JHANSI LAKSHMI
Partner


T S V G Prasad
Partner

Date: 21-10-2021
Place: Hyderabad

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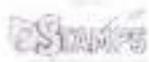


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Online Challan Proforma (SRO copy)

Online Challan Proforma(Citizen copy)



Registration & Stamps Department



Registration & Stamps Department

Challan No: 802B7J301021

Challan No: 802B7J301021

Bank Code : SBIN

Payment :
CASH

Bank Code : SBIN

Payment :
CASH

Remitter Details
 Name DSR PRIME SPACES
 PAN Card No AARFD6818L
 Aadhar Card No
 Mobile Number *****861
 Address HYDERABAD

Executant Details
 Name GLAND CELSUS PARTNERS
 Address HYDERABAD

Claimant Details
 Name DSR PRIME SPACES
 Address HYDERABAD

Document Nature
 Nature of Document Any Other Document
 Property Situated in(District) RANGAREDDY
 SRO Name GANDIPET

Amount Details
 Stamp Duty 0
 Transfer Duty 0
 Registration Fee 0
 User Charges 1000
 Mutation Charges 0
 TOTAL 1000
 Total in Words One Thousand Rupees Only
 Date(DD-MM-YYYY) 30-10-2021
 Transaction Id 8605758266823

Stamp & Signature _____

Remitter Details
 Name DSR PRIME SPACES
 PAN Card No AARFD6818L
 Aadhar Card No
 Mobile Number *****861
 Address HYDERABAD

Executant Details
 Name GLAND CELSUS PARTNERS
 Address HYDERABAD

Claimant Details
 Name DSR PRIME SPACES
 Address HYDERABAD

Document Nature
 Nature of Document Any Other Document
 Property Situated in(District) RANGAREDDY
 SRO Name GANDIPET

Amount Details
 Stamp Duty 0
 Transfer Duty 0
 Registration Fee 0
 User Charges 1000
 Mutation Charges 0
 TOTAL 1000
 Total in Words One Thousand Rupees Only
 Date(DD-MM-YYYY) 30-10-2021
 Transaction Id 8605758266823

Stamp & Signature _____

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Online Challan Proforma[SRO copy]

Challan No: 456TXS291021

BANK Code: SBH Payment : NEFT/RTGS

I Remitter Details

Name DSR PRIME SPACES
 Address HYDERBAD
 PAN Card Number AARFD6818L
 Aadhar Card Number
 Mobile Number *****861

II Executant Details

Name GLAND CELSUS PARTNERS
 Address HYDERABAD

III Claimant details

Name DSR PRIME SPACES
 Address HYDERBAD

IV Document Nature

Nature of Document Development Agreement Cum GPA
 Property Situated in(District) RANGAREDDY
 SRO Name GANDIPET

V Amount Details

Stamp Duty 12750000
 Transfer Duty 0
 Registration Fee 100000
 User Charges 1000
 Mutation Charges 0
 TOTAL 12851000
 Total in Words One Crore Twenty Eight Lakh Fifty One Thousand Rupees Only
 Date(DD-MM-YYYY) 29-10-2021
 Transaction Id 7879892434427

Signature of remitter

Online Challan Proforma[Citizen copy]

Challan No: 456TXS291021

BANK Code: SBH Payment : NEFT/RTGS

I Remitter Details

Name DSR PRIME SPACES
 Address HYDERBAD
 PAN Card Number AARFD6818L
 Aadhar Card Number
 Mobile Number *****861

II Executant Details

Name GLAND CELSUS PARTNERS
 Address HYDERABAD

III Claimant details

Name DSR PRIME SPACES
 Address HYDERBAD

IV Document Nature

Nature of Document Development Agreement Cum GPA
 Property Situated in(District) RANGAREDDY
 SRO Name GANDIPET

V Amount Details

Stamp Duty 12750000
 Transfer Duty 0
 Registration Fee 100000
 User Charges 1000
 Mutation Charges 0
 TOTAL 12851000
 Total in Words One Crore Twenty Eight Lakh Fifty One Thousand Rupees Only
 Date(DD-MM-YYYY) 29-10-2021
 Transaction Id 7879892434427

Signature of remitter

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