

4616/19

[Signature]
S.V.L.No.15-10-018/2000
R.L.No.15-10-012/2012
P.No.49,SY.No.10
Beside Swathi School Madhapur
Serilingampally, RR District.
RC No: 99/2019
LIC. NO: 107/2016

STAMP DUTY TELANGANA
NON JUDICIAL
Rs. 0000200
20.4.2019
357462
002062280294

Doc No. 4459/2019

DEVELOPMENT AGREEMENT CUM GENERAL POWER OF ATTORNEY

This Development Agreement cum General Power of Attorney ("Agreement") is made and executed on this the 26th day of April, 2019, by and between:

MR. M PRABHAKAR REDDY, (Aadhar No. 5575 4160 4297), S/o Late Shri M. Raj Reddy, aged about 82 years, R/o. H. No. 1-60/8/6/B-24, Rolling Hills, Kothaguda, Gachibowli Road, Hyderabad-500032 (PAN: ABOPM8665N).

Herein after referred to as **Owner**, which expression shall mean and include all his legal heirs, executors, administrators, successors and assigns of the First Part.

AND

TERMINUS VENTURES PRIVATE LIMITED (CIN No. **U45206TG2015PTC100268**), a Company incorporated under the provisions of Companies Act, 2013, having its registered office at #901, Level 9, SLN Terminus, Gachibowli-Kondapur Road, Hyderabad-500032, represented by its authorized signatory Mr. Solipuram Prabhaker Reddy (Aadhar no. 8977 9387 3606) S/o. Late Sri. SLN Reddy authorized vide board resolution dated January 02, 2019.

Herein after referred to as **Developer**, which expression shall mean and include successors-in-interest and permitted assigns of the Second Part.

For TERMINUS VENTURES PVT. LTD.

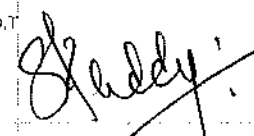
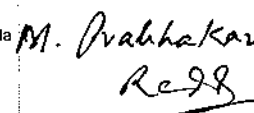
M. Prabhakar Reddy

[Signature]
Director

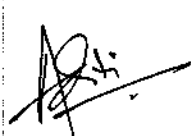
Presentation Endorsement:

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. 20000/- paid between the hours of 11 and 12 on the 26th day of APR, 2019 by Sri M.Prabhakar Reddy

Execution admitted by (Details of all Executants/Claimants under Sec 32A):

Sl No	Code	Thumb Impression	Photo	Address	Signature/Ink Thumb Impression
1	CL		 TERMINUS VENTURE: [1525-1-2019-4616]	TERMINUS VENTURES PVT LTD (R/P) SOLIPURAM PRABHAKAR REDDY S/O. LATE SLN REDDY 901, SLN TERMINUS, KONDAPUR, HYDERABAD, Tel elangan, 500032, GACHIBOWLI	
2	EX		 M PRABHAKAR REDDY [1525-1-2019-4616]	M PRABHAKAR REDDY S/O. LATE M RAJ REDDY 1-60/8/6/B-24, ROLLING HILLS, GACHIBOWLI, HYDERABAD, Tel ngana, 500032, KOTHAGUDA	

Identified by Witness:

Sl No	Thumb Impression	Photo	Name & Address	Signature
1		 MANIKYAM.G.:26/04/20 [1525-1-2019-4616]	MANIKYAM.G AADHAAR NO. 6243 1026 6448	
2		 V.ADITI.:26/04/2019 [1525-1-2019-4616]	V.ADITI AADHAAR NO. 9714 3668 6852	

26th day of April, 2019

Signature of Sub Registrar
Gandipet

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						Total
	Stamp Papers	Challan u/S 41 of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	
Stamp Duty	200	0	1720000	0	0	0	1720200
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	20000	0	0	0	20000
User Charges	NA	0	200	0	0	0	200
Total	200	0	1740200	0	0	0	1740400

Rs. 1720000/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 20000/- towards Registration Fees on the chargeable value of Rs. 172000000/- was paid by the party through E-Challan/BC/Pay Order No ,272GU4250419 dated 25-APR-19 of HDFS/

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The **Owner** and **the Developer** shall be collectively referred to as the **Parties**.

WHEREAS five persons namely (1) Smt. P. Vijay Laxmi, (2) Smt. Shivarani Bai, (3) Smt. R. Chandramukhi Bai, (4) R. Kanayyalal & (5) R. Rajaram Singh, were the owners and possessors of Ac.10.20 guntas in Sy.No.322 of Puppalguda Village, Gandipet Mandal (formerly Rajendranagar Mandal), R.R. District by virtue of mutation order of MRO Rajendranagar dated 27.11.1996 in File No. B/646/1996. The said persons were also the owners and owners and possessors of land in Sy.No.320 of Puppalguda Village. The said persons sold and conveyed Ac.6-02.6 guntas of land comprising of Ac.3-38 ½ guntas in Sy.No.322 and Ac.2-04.1 guntas in Sy.No.320 of Puppalguda Village in favour of party of the first part herein and two others namely K. Rajesh Reddy S/o K. Damodar Reddy and Smt. M. Gouthami W/o M. Sanjay Reddy under registered sale deed dated 27.11.1996 bearing document No.2622 of 1997 for valuable consideration and delivered physical possession of the said land. Ever since then the party of the first part and his above named two co-purchasers have been in actual and physical possession and enjoyment of the said land as bonafide purchasers for valuable consideration. Pursuant to said acquisition, their names have been duly incorporated in the record of rights as pattadars and possessors to the extent of Ac.1.13 guntas, Ac.1.13 guntas and Ac.1.12 ½ guntas respectively in Sy.No.322 of Puppalguda Village.

WHEREAS the party of the first part along with his above named co-purchasers as well as other similar owners and possessors of land parcels in Sy.No.322 of Puppalguda Village as well as land holders of other adjacent survey numbers have contributed their respective land parcels for a composite development of farm house layout under the name and style "Surya Farm House Layout" comprising of 124.525 acres of land consisting of Sy.Nos.310,311,318 to 323 & 337 of Puppalguda Village into 89 farm land units under HUDA (Hyderabad Urban Development Authority) approved layout vide permit No.7813/MP2/HUDA/97 dt. 15.07.1998 by entrusting the same to A. Ram Kumar and Ch. Ramesh Babu under registered DGPA dated 10.03.1999 bearing document No.1359/99, whereunder the party of the first part was allotted farm land unit bearing No.43 admeasuring. Ac.1-23.35 guntas located in Sy.No.322 of Puppalguda Village bounded on North: 30 feet wide road, South: Sy.No.323, East: Farm Land unit No.44 & West: Sy.No.307, forming part of above mentioned HUDA approved Surya Farm House Layout

For TERMINUS VENTURES PVT. LTD.

M. Prabhakar Reddy

[Signature]
Director

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 1740200/-, DATE: 25-APR-19, BANK NAME: HDFC, BRANCH NAME: , BANK REFERENCE NO: 2011258572406, PAYMENT MODE: NB-1000200, ATRN: 2011258572406, REMITTER NAME: TERMINUS VENTURES PRIVATE LIMITED, EXECUTANT NAME: M PRABHAKAR REDDY, CLAIMANT NAME: TERMINUS VENTURES PRIVATE LIMITED).

Date:

26th day of April, 2019

Signature of Registering Officer
Gandipet

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Gandipet

1వ పుస్తకము 2019 నంబర్ - 1941
పు. 4459... నెంబరుగా రిజిస్టరు చేయబడి
స్వామింగు నిమిత్తం రిజిస్టరు చేసి 9525
1వ పుస్తకము 2019 ఇవ్వడమైనది
2019 సం॥ ఏప్రిల్ 26... తేదీ

పుస్తకం అధికారి

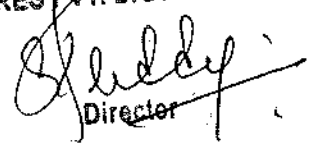
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towards his exclusive share and entitlement in lieu of the land contributed by him for the composite development of Surya Farm House Layout. Ever since said allocation made to him, the party of the first part has been in actual, physical possession and enjoyment of said farm land unit No.43 admeasuring. Ac.1-23.35 guntas as absolute owner.

WHEREAS while matter stood thus, in the year 2006, the party of the first part having learnt that the land bearing Sy.No.322 admeasuring. Ac.19.33 guntas along with lands bearing Sy.Nos.277 to 321, 323 to 342 & 345 of Puppalguda Village, total admeasuring. Ac.957.08 guntas originally belonged to Nawab Fakar Yar Jung Bahadur and that he migrated to west Pakistan at the time of partition of the country and upon such migration, his entire above mentioned landed property was notified as evacuee property by the then Government of Hyderabad in the Gazette dated 08.03.1951 vide notification dated 17.02.1951 in proceedings No. CE/1246/51 and that all the said notified evacuee properties became part of the compensation pool under the provisions of Displaced Persons (Compensation & Rehabilitation) Act, 1954 and that the Regional Settlement Commissioner Bombay vide allotment order No.HYD-23/29567 dated 31.10.1955 allotted entire Ac.19.33 guntas of land in Sy.No.322 of Puppalguda Village to a displaced person from west Pakistan by name Gangumal Vasumal having verified claim for compensation vide claim index Nos. S/DD-1/108 & S/DD-2/98 and issued sanad dated 07.01.1956 and that by virtue of which the said allottee became the absolute owner of the said property and that on his demise on 02.04.1961, it was succeeded by his two sons namely Chuvvadmal and Chotamal and that later Chotamal also expired leaving behind his widow Sundari Ben and three sons namely Roopchand, Shankerlal & Vasudev as his legal heirs to succeed to his half share in the said land and that the said Chuvvadmal along with his two sons namely Hemandas, Heeralal & the above named legal heirs of his deceased brother late Chotamal, jointly sold the said land to the extent of Ac.9-36 ½ guntas out of Ac.19.33 guntas in Sy.No.322 of Puppalguda Village (being the eastern side half portion) in favour of Smt. K. Radhika W/o K. Srinivas Rao and having received entire sale consideration, constituted her as their General Power of Attorney delegating all powers including power of alienation vide Agreement of Sale cum GPA executed by them on 29.10.2001 which was duly registered as document No.9157 of 2006 on 30.06.2006 in the office of SRO Rajendranagar and that the said legal heirs of late Gangumal have also sold

For TERMINUS VENTURES PVT. LTD.


Director

M. Prabhakar Reddy

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the remaining half portion being western side portion admeasuring Ac.9.32 ½ guntas in Sy.No.322 of Puppalguda Village in favour of Smt. M. Anuradha W/o M.S. Raju under AGPA executed on 29.10.2001 and the same was duly registered in the year 2006 as document No.5998 of 2006 in the office of SRO Rajendranagar.

WHEREAS the party of the first part after verification of the above facts learnt by him, having realized that there is defect in his title over the above mentioned farm land unit No.43 admeasuring Ac.1-23.35 guntas located in Sy.No.322 of Puppalguda Village and further realizing that after development of the entire Surya Farm House Layout, he was physically left with only Ac.1-09.58 guntas of land out of Ac.1-23.35 guntas in Plot No.43 located in Sy.No.322 of Puppalguda Village, with a view to secure removal of said defect in his title over the said piece of land, approached Smt. M. Anuradha W/o M.S. Raju, the AGPA holder from the descendants of original allottee late Gangumal and offered to obtain conveyance deed of their rights and title over the above mentioned schedule described property comprising of land parcel admeasuring Ac.1-09.58 guntas out of Ac.1-23.35 guntas in Sy.No.322 of Puppalguda Village and said AGPA holder considering that the party of the first part is already in possession of the said property, having received mutually agreed consideration of Rs.1,85,940/- from party of the first part, conveyed the same vide registered sale deed dated 11.07.2006 bearing document No.14456 of 2006 in the office of Joint Sub-registrar-I, R.R. District.

WHEREAS in the above-mentioned manner, the party of the first part, having secured valid and marketable title over schedule property admeasuring Ac.1-09.58 guntas equivalent to 5948.36 sq. yards in Sy.No.322 of Puppalguda Village has been and is in continuous possession and enjoyment of the same as absolute owner.

WHEREAS meanwhile on account of widening of the road, land to an extent of approximately 1280 sq. yards out of his above mentioned Schedule Property was effected and after excluding the area effected by road widening, he is left with net area admeasuring 4668.36 sq. yards, in Plot No.43 located in Sy.No.322 of Puppalguda Village(hereinafter referred to as schedule described property), which is more fully in the schedule-A annexed to this deed, has been on the lookout for a suitable developer for entrusting the same for development into a multi-storied complex consisting of office space/commercial space.

WHEREAS the Developer being in the business of Real Estate development and construction having successfully executed number of multi-storied complexes and further having learnt about the intention of Owner,

For TERMINUS VENTURES PVT. LTD. 4

M. Prabhakar Reddy

[Signature]
Director

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evinced an interest to take-up the Schedule Property on development basis for developing the same into a multi-storied complex of office/commercial space as per the terms set forth in this Agreement ("**Project**").

WHEREAS after due deliberations, the Owner has agreed to entrust the Schedule Property to the Developer for developing the same into multistoried complex of office/commercial space and the Developer has agreed for the same on the following mutually agreed terms and conditions, which the parties hereto deem it fit and proper to reduce the said mutually agreed terms and conditions into writing as under:

NOW THIS DAGPA WITNESSETH AS UNDER:

1. DEVELOPMENT OF THE SCHEDULE PROPERTY

- 1.1. The Owner hereby authorizes and permits the Developer to develop the Project on the Schedule Property at the sole cost and expense of the Developer as per (a) terms and conditions of this Agreement (including the specifications set out in Annexure-I), (b) Sanctioned Plan, and (c) applicable laws (including but not limited to the National Building Code, the Hyderabad Building Rules, the Real Estate (Regulation and Development) Act, 2016 and the rules and regulations framed thereunder ("**RERA**") as well as the terms and conditions as stipulated in the approvals/permissions/registrations obtained in respect of the Project) and (d) good industry practices.
- 1.2. Subject to Clause 1.1, the Owner hereby grants to the Developer absolute and irrevocable license to develop the Schedule Property and the Developer hereby agrees to develop the Schedule Property in accordance with the terms as set out in this Agreement. It is hereby clarified that the license to develop the Schedule Property granted to the Developer in terms of this Agreement shall however not to be construed as delivery of possession under Section 53-A of Transfer of Property Act, 1963 read with Section 2 (47) (V) of the Income Tax Act, 1961.

For TERMINUS VENTURES PVT. LTD.

M. Prabhakar Reddy

[Signature]
Director

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- 1.3. In consideration of the permission and license granted by the Owner to the Developer to undertake the Project, in terms of this Agreement, the Developer has agreed to develop the Project in accordance with the terms and conditions as set out in this Agreement and that it shall construct and deliver to the Owner, the Owners Share (as defined below).
- 1.4. The Developer confirms that it shall be the sole responsibility of the Developer to design, develop, finance and construct the Project on the Schedule Property, in accordance with and as per the terms of this Agreement. The Developer further confirms that it shall obtain all the necessary approvals, permissions and consents as may be required under applicable law for undertaking the Project on the Schedule Property.
- 1.5. The Owner shall have the right to inspect, supervise and to follow up with the work and construction progress of the Project, upon prior intimation to the Developer. If pursuant to such inspection the Owner determines that the construction and development of the Project is not in compliance with this Agreement, the Owner shall be entitled to issue a written notice to the Developer specifying the nature and details of such non-compliance with a request to the Developer to rectify such non-compliance on an expeditious basis.

2. SHARING

- 2.1. The Parties agree that the developed area of the Schedule Property shall be the maximum permissible extent in accordance with applicable laws and regulations. Based on the preliminary estimates, the total saleable area expected to be constructed would be approximately 2,00,000 sq. ft. of super built-up area. The said saleable area would be subject to the final sanctioned area in the building plans in accordance with applicable laws. In the event, additional FSI is available with respect to the Schedule Property, before or after completion of development, the Developer shall develop such additional FSI at its own cost and on the terms and conditions as set out herein and the sharing ratio

For TERMINUS VENTURES PVT. LTD.

M. Prabhakar Reddy

[Signature]
Director

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between the Parties for such additional development shall be as set out in Clause 2.2. The timeline for obtaining approvals and consents for such additional development shall be as set out in Clause 10.1 and Clause 10.2 of this Agreement and the Developer shall complete the development and handover the Owner's share of such additional development to the Owner within 12 (twelve) months from the date of obtaining all relevant building permissions or such other extended date as may be mutually agreed between the Parties. The provisions of Clause 11 (Delay) shall *mutatis mutandis* be applicable to the development of such additional development of the Developer.

- 2.2. The Developer and the Owner shall be entitled to 55% and 45% respectively of the Saleable Area in the Project (including proportionate undivided share of the land comprised in the Schedule Property, car parking, amenities and facilities). For the avoidance of doubt, the Parties agree that the Developer will be entitled to 55% of the undivided share of the land comprised in the Schedule Property, car parking, amenities and facilities ("**Developer's Share**") and the Owner will be entitled to 45% of the undivided share of the land comprised in the Schedule Property, car parking, amenities and facilities ("**Owner's Share**").

It is hereby clarified that for the purpose of this Agreement, the word "Saleable area/ Super Built Up Area" mentioned herein shall mean the carpet area, and balconies, verandas, proportionate common areas excluding car parking areas.

- 2.3. The Parties further agree that the Developer's Share and the Owner's Share shall also include the terrace rights in the ratio of 55% and 45% respectively.
- 2.4. The Owner and the Developer shall, within 30 days of the building plan being sanctioned by the competent authority, they shall, in writing demarcate and identify the areas that shall fall to the share of each of them. The document evidencing such identification of areas shall form an integral part of this Development Agreement.

For TERMINUS VENTURES PVT. LTD.

M. Prabhakar Reddy

[Signature]
Director

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- 2.5. Such identification, demarcation and sharing shall be recorded in an allocation agreement entered into between the Parties ("**Allocation Agreement**") and shall be carried out on an equitable basis and on the principle that each of the Owner and Developer gets identical (to the extent feasible) and even economic benefit and return (including on the basis of location of the share of the relevant unit, the premium attached to such location etc.) on their respective shares. The Allocation Agreement shall be duly registered and the stamp duty and registration fee payable in respect of such Allocation Agreement shall be borne by the Developer. Upon the execution of Allocation Agreement, the Developer or its nominee(s) shall be entitled to sell and/or grant lease the space forming part of the Developer's Share to any person at a price solely determined by the Developer, provided that, except with the prior written consent of the Owner, the Developer shall execute the sale deed/conveyance deed upon (a) obtaining the Occupancy Certificate from the relevant municipal authority; and (b) completion of development of the Project in accordance with the agreed specifications set out in the Annexure to this Agreement, as confirmed by a certificate provided by the Developer's architect (hereinafter referred to as the "**Completion**" for the purposes of this Agreement).
- 2.6. The Developer shall achieve completion of development of the Project within the period specified in this Agreement. The Developer shall, immediately thereafter transfer and handover the Saleable Area forming part of the Owner's Share together with all rights, title, interest, ownership and all other rights of any nature, whatsoever, both at law and in equity, on a freehold, absolute, unrestricted and exclusive basis to the Owner / nominees of the Owner and shall, if required by the Owner execute and register one or more contracts, agreements and/or transfer deeds in favour of the Owner and/or its nominee/s. Any such cost with respect to execution, registration and transfer of one or more contracts in favour of the nominees of the Owner shall be borne by the Owner and/or its nominee/s. In this respect, it is agreed that the Developer shall intimate the Owner of the occurrence of the Completion by written notice and

For TERMINUS VENTURES PVT. LTD.

M. Prabhakar Reddy

Shridi
Director

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the Owner shall complete the hand-over of the Owners Share within 15 days from the date of the notice. In the event the Owner does not complete the hand over within 15 days from the date of the notice, the Owners Share shall be deemed to have been delivered to the Owner on the expiry of the 15-day period. The Developer shall undertake any minor repairs or modifications as notified to it by the Land Owner after the Developer has intimated the Land Owner of the Completion in accordance with Clause 5.12.

- 2.7. Upon handover or the deemed handover of the Owner's Share to the Owner in accordance with Clause 2.6 and Clause 5.12, the Developer shall stand vested with the undivided interest in the Schedule Property forming part of the Developer's Share, together with all rights, title, interest, ownership and all other rights of any nature, whatsoever, both at law and in equity, on a freehold, absolute, unrestricted and exclusive basis to the Developer / nominees of the Developer in a manner acceptable to the Developer, and the Owner shall, if required by the Developer execute and register one or more contracts, agreements and/or transfer deeds in favour of the Developer and/or its nominees, at the cost of the Developer.
- 2.8. If while finally identifying, demarcating and allotting the Saleable Area in accordance with this Agreement, the Saleable Area falling to a Party is in excess of the share to which a Party would otherwise be entitled to, such Party shall pay to the Party whose share/s is less than that which such Party would otherwise be entitled to, an amount equal to the prevalent market price of such portion of the excess Saleable Area or additional saleable area to such prevalent market price. Such payment shall be completed on or before the date of delivery / handover of the Saleable Area falling to the share of the Owner.
- 2.9. Subject to the terms of this Agreement, each Party shall be, entitled to execute the sale deeds with respect to their respective shares in accordance with the Clause 2.5 above as their own absolute property and shall be entitled to all income, gains, capital appreciation and benefits of all kinds accruing or arising from or in relation thereto.

For TERMINUS VENTURES PVT. LTD.

M. Prabhakar Reddy

Director

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- 2.10. On delivery of the Owner's Share in accordance with the terms hereof, the Developer shall be relieved of all its obligations to the Owner on a pro-rata delivery basis with respect to delivery of the same. However, the Developer shall continue to be obligated to complete the development of the Project in the manner and within the period as specified herein.

3. PREPARATIONS FOR THE PROJECT

- 3.1. The Developer shall construct and complete the Project in accordance with and in conformity with this Agreement, applicable laws as well as the sanction plan and all approvals, etc. and the responsibility therefore shall be that of the party of the Developer alone.
- 3.2. The Developer shall solely be responsible for the purpose of finalizing the project consultants such as Principal Architects, Local Architects (liaisoning), Structural Consultants, MEP Services, Landscaping, Lighting, Parking etc., design of the Project, obtaining the permissions, finalizing the contracts and other related activities. The Developer shall ensure that there is no obligation or liability of the Owner in relation to the above.
- 3.3. The Developer shall at its cost procure the preparation of the building plans/drawings/designs, and submit the same for approval of the relevant Government Agency(ies). The Developer shall consult with the Owner before and based on the mutual agreement, it shall finalize the design and look of the building/s proposed to be constructed on the Schedule Property.

4. REFUNDABLE SECURITY DEPOSIT

- 4.1. The Developer shall pay the Owner a total amount of Rs. 2,00,00,000/- (Rupees Two Crores Only) as an interest free refundable deposit ("**Security Deposit**") to the Owner. The Developer has paid an amount of Rs. 50,00,000/- on October 22, 2018 vide Cheque No: 213684 drawn on Axis Bank, Gachibowli Branch to the Owner and the balance amount of Rs. 1,50,00,000/- has been paid vide Cheque No: 243592, 243593 of Rs. 1,00,00,000/- and Rs. 50,00,000/- respectively on April 26, 2019 drawn on Axis Bank, Gachibowli Branch.

For TERMINUS VENTURES PVT. LTD.

M. Prabhakar Reddy

[Signature]
Director 10

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- 4.2. The Owner agrees that, after (i) Completion; and (ii) possession of the Owner's Share is handed over by the Developer to the Owner (or its nominees or assigns) or is deemed to be handed over in accordance with Clause 2.6 and Clause 5.12 of this Agreement; and (iii) all non-compliances in completion of the Project as identified by the Owner are resolved as contemplated in Clause 5.12; the Owner shall return the entire amount of the refundable deposit of Rs. 2,00,00,000/- (Rupees Two Crores Only) without any interest to the Developer simultaneously with handover of possession of the Owner's Share to the Owner. It being clarified that the Owner shall not be liable to refund the Security Deposit till all the conditions as set out in this clause are satisfied. In the event of a delay in refund of the security deposit amount, the Developer shall be entitled to interest @ 12% per annum on the outstanding amount from the due date until the date of payment and the Developer shall also have a lien on the built up area of the Owner's Share, the market value of which is equal to the amount of the security deposit along with applicable interest.

5. DEVELOPMENT AND COST

- 5.1. The Developer shall develop the Schedule Property and construct the Project in accordance with the terms of this Agreement, at the cost and expense of the Developer and is clarified that the entire cost and expenses for development of the Project shall be borne by the Developer.
- 5.2. On and from the date of execution of this Agreement, the Developer shall be solely responsible for (a) mobilizing all financial resources required for implementation of the Project, and (b) meeting all costs and expenses, whether direct or indirect, relating to implementation of the Project, including without limitation, construction costs, fees paid to the architects, designers, contractors and others engaged for development of any part of the Project as well as costs and expenses incurred in relation to obtaining all approvals, permissions and registrations for the Project and costs, fees and charges pertaining to various service providers; (c) bearing and paying all taxes, duties, cesses, charges, deposits, levies, stamp duties, registration charges and the like

For TERMINUS VENTURES PVT. LTD.

M. Prabhakar Reddy

Director

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(including those taxes applicable in relation to the Schedule Property such as municipal taxes) applicable in relation to implementation of the Project. The Developer shall also bear all the relevant costs related to municipal, fire and other approvals except the costs and expenses relating to any Urban Land Ceiling approvals and clearances.

- 5.3. The Developer shall be responsible for obtaining all necessary approvals, permissions and registrations as a required to be obtained under applicable law with respect to the Project, including but not limited to the approvals and consents required under environmental laws, building sanction, fire no objections, etc. The Developer shall also be responsible for ensuring that the Project is registered under the provisions of the RERA and is in compliance with the provisions of the RERA. The Owner shall cooperate with the Developer for the registration of the Project under the provisions of the RERA. Both the Developer and the Owner shall be responsible for complying with their respective obligations under the provisions of the RERA. It being clarified that, in relation to the Developer's Share, the Owner shall not have any obligations under RERA with respect to any matters other than matters pertaining to the title of the Schedule Property, save and except to the extent as disclosed herein. With respect to the Owner's Share, the Owner shall be responsible for complying with his obligations under RERA except in connection with the developmental works of the Project for which the Developer shall be responsible. It is further clarified that, with respect to the Owner's Share, the Developer shall not have any obligations under RERA except in connection with the developmental works of the Project, and with respect to the Developer's Share, the Developer shall be responsible for complying with its obligations under RERA except in connection with matters pertaining to the title to the Schedule Property for which the Owner is responsible, save and except to the extent as disclosed herein.
- 5.4. The Developer shall, in relation to the implementation of the Project, be solely responsible for (a) compliance with all applicable laws including applicable labour laws and good industry practices, (b) discharging of all obligations to or in connection with the personnel engaged in relation to implementation of the Project, (c) making of all payments including payment of wages / salaries in relation to the implementation of the Project, (d) providing all

For TERMINUS VENTURES PVT. LTD.

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amenities, facilities and benefits that are required to be provided to personnel under the applicable laws for the time being in force, (e) meeting all statutory liabilities arising out of employment or non-employment of personnel, and (f) the safety and security of all personnel engaged and materials used in relation to the implementation of the Project and also the safety and security of any visitors to the Project site. The Owner shall have no responsibility or liability of any nature whatsoever in this regard.

- 5.5. The Developer shall ensure that it shall obtain Contractors All Risk (CAR) policy insurance coverage for the construction and development activities being undertaken as per prudent industry practice. Such policy shall cover against third party claims, natural disasters, fire and any accidents and such other perils as per good industry practices and that such insurance coverage shall be valid and subsisting till the date on which the Project is completed and the Owner's Share is handed over to the Owner in accordance with the terms of this Agreement. Any insurance obtained by the Developer after completion of development and handing over of the Owner's Share shall be mutually agreed and the cost of any such mutually agreed insurance obtained shall be borne by the Parties (or their prospective purchasers) on a pro-rated basis of their respective areas.
- 5.6. Any costs relating to the title of the Owner to the Schedule Property (including any litigation that may arise during the period of the development of the Schedule Property) would be borne by the Owner, save and except where such costs /litigation is on account of the acts or omissions of the Developer or any person acting as per its instructions or for and on its behalf.
- 5.7. During the construction of the Project, the Developer shall keep the Owner informed of any key developments in respect of the same and shall prepare and share with the Owner an update report on the Project on a quarterly basis (i.e. on or before the 15th day of the end of each quarter of a calendar year). The Developer shall submit a detailed Project Schedule to the Owner within 30 days of execution of this Agreement.

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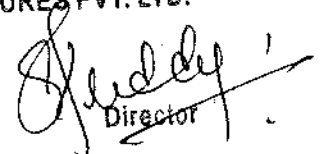
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- 5.8. The Developer shall ensure that the construction and development activities undertaken by it and the ingress and egress by its employees, workmen, contractors and any other person engaged by it do not cause any nuisance to the neighbors of the Schedule Property.
- 5.9. The Developer shall be solely responsible and liable for any damage or loss that may be caused to the neighboring structures/buildings, adjacent public property etc., in the course of construction and development of the Project, and shall, at its own cost and expense repair such damage and/or compensate any loss that may be caused to third parties. The Developer warrants that the materials and equipment used / furnished in respect of the Project will be of good quality and new, and will be assembled and installed in accordance with good industry practices.
- 5.10. The Owner may request the Developer to upgrade the Owner's Share by carrying out improvements therein, including by providing furniture, fit-outs and/or other equipment etc. (over and above the specifications set out in Annexure-I) and in such instance, the Owner and the Developer shall enter into a separate agreement, on mutually agreed terms and conditions. Such terms and conditions shall include the terms and conditions relating to payment / reimbursement of the cost by the Owner to the Developer and the consequences of non-payment thereof by the Owner.
- 5.11. Upon Completion, the Developer shall send a written communication to the Owner confirming the same along with a copy of the occupancy certificate and the certificate of the Developer's architect. The Owner shall take the possession of the Owners Share within a period of 15 days after the date on which the Developer has issued a notice to the Owner along with the occupancy certificate, provided that the Completion is achieved. If the Owner does not take delivery of the Owners' Share within such 15 day period, the Owners Share is deemed to have been delivered to the Owner and the Owner shall be responsible for making all applicable payments, including maintenance charges from the date of such deemed delivery, as provided in Clause 2.6 above.

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- 5.12. In the event the Owner is of the view that there are non-compliances in the completion of the Project, he shall send a response to the Developer setting out the non-compliances and the Developer shall resolve the same and confirm the same to the Owner along with documents evidencing the resolution of the said issues to the satisfaction of the Owner. It is agreed that, notwithstanding the obligation of the Developer to resolve the non-compliances, the Developer shall be entitled to deal with the Developers Share as set out in Clause 2.5 to Clause 2.7 of this Agreement. In this regard, it is clarified that in respect of Owner's Share, the Owner is liable to make payment for deposits payable to the concerned authorities under applicable law for procurement of Water, Electricity and Sewerage.
- 5.13. It is agreed between the Parties that the Project shall be known as "**The District- A Terminus Project**" and the Developer can erect display boards/name boards as per their commercial and branding requirements on a permanent basis. The aforesaid name of the building shall remain perpetual and cannot be changed except with the prior written consent of the Owner.

6. MORTGAGE

- 6.1. The Developer shall be entitled to raise loans or otherwise borrow funds from banks, financial institutions and any other person, for the purposes of the construction of the Project. In this regard, the Developer shall be, after the date on which it has obtained all the approvals required to be obtained under applicable law for construction and development of the Project, entitled to create security by way of a mortgage, equitable mortgage, charge, lien or any other form of encumbrance on the Developer's Share, if necessary in the manner prescribed under law without involving the Owner and/ or the Owner's Share in any liability in respect of the said borrowing, mortgages or other commitments or imposing any direct or indirect obligation or liability on the Owner. The Developer shall under no circumstances encumber or saddle the Owner's entitlement in the joint development in any manner. The right of the Owner to deal with their entitlement shall be unimpaired by any act of the Developer. The Developer agrees and acknowledges that the rights created under any security documents that are executed by it shall not create any rights in favour of any person with respect to the Schedule Property that are in excess of the rights that are available to the Developer under this Agreement.

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- 6.2. Notwithstanding anything mentioned in this clause, the Developer and the Owner shall proportionately mortgage an extent of 10% of the total constructed area in the Schedule Property to the HMDA for obtaining necessary construction permissions. It is agreed that it is the responsibility of the Developer to obtain the occupancy certificate upon the completion of the construction and subsequently get the mortgage released by the GHMC/HMDA. The Parties further unconditionally agree to execute all such documents essential for such Mortgage and release of the Mortgage from GHMC/HMDA as are required by GHMC/HMDA.
- 6.3. The Developer shall sign and execute the required security documents and other documents that may be required in connection with the raising of such funds or financial assistance, on such terms and conditions as the Developer deems fit (provided that it does not create any obligations or liabilities on the Owner or the Owner's Share). The Developer shall be entitled to sign and execute documents on behalf of the Owner only for giving effect to the permitted encumbrances under Clause 6.1 above after providing a copy of the said documents to the Owner.
- 6.4. The Parties agree that the Owner's rights and interests in the share of the Schedule Property shall not be secured or encumbered and the Owner shall have no liability whatsoever in respect of the said borrowings, mortgages of other commitments of the Developer in connection with the Project.

7. TAXES

- 7.1. All applicable taxes such as Goods and Service Tax (GST) and other statutory taxes, in connection with the sale or transfer by the Developer and the Owner of the respective share of the saleable area in their names or in the names of their nominees shall be borne by the Developer and the Owner or their prospective purchasers, respectively. All other taxes and levies in relation to the Project shall be borne by the Developer, including but not limited to any direct indirect taxes (including GST) that would be levied on the procurement of goods and services by the Developer for the purpose of construction and development of the Project shall be payable by the Developer and the Owner shall have no liability with respect to the same. Each Party shall pay its respective income tax. All costs in respect of execution and registration of this Agreement, the Allocation Agreement and/ or any amendment or supplement to the same, including but not limited to stamp duty, registration charges shall be borne by the Developer.
- 7.2. For the avoidance of doubt, the liability of GST or any such other indirect tax levy that is payable under applicable law on account

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of transfer of the Owner's Share to the Owner (whether such area is sold by the Owner or retained by him) shall be borne by the Owner after deduction of the input tax credit that is available with respect to the construction of the Owner's Share and the liability of GST or any such other indirect tax levy that is payable under applicable law for the transfer of the Developers Share to the Developer (whether such area is sold by the Developer or retained by him) shall be borne by the Developer. It is clarified that the obligation and liability of the Owner to pay GST or any other indirect tax is net of input credit available to the Project to the extent of the Owner's Share. To enable the Owner to make payment of the applicable GST or any other indirect tax, the Developer shall on a timely basis and atleast 60 days prior to the date of payment of the GST by the Owner provide the Owner with the input tax computation and details for the Project and specifically the Owner's Share. In the event any Party pays such GST or other indirect tax, as required under law, directly to the governmental authority, such Party shall provide a confirmation of the same along with the necessary documents to the other Party and in the event of any claims made by any governmental agency or authority against a Party with respect to such GST payment, the other Party agrees to indemnify such Party in relation to all such claims.

8. REPRESENTATIONS AND WARRANTIES

8.1. The Owner hereby warrants and confirms that:

- (a) he has the power and authority to enter into this Agreement, and performance of its obligations under, the agreement;
- (b) he is the absolute owner and possessor of the Schedule Property;
- (c) The Schedule Property is free from all encumbrances, charges, liens, litigation, mortgages, court attachments and acquisition proceedings, save and except as disclosed in writing to the Developer; and
- (d) he has not entered into any agreement or understanding whatsoever in respect of the Schedule Property with any other party.
- (e) all taxes including municipal taxes, land revenue, levies, assessments, outgoings and dues, and all other similar statutory

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dues with respect to the Schedule Property have been paid to the relevant Governmental Authority.

- (f) No notice of any claim or demand from the Government or any local Body or authority including the GHMC has been received in relation to the Schedule Property.
- (g) The Schedule Property is not an assigned land within the meaning of A.P. Assigned Lands (Prohibition of Transfers) Act, 1977 (Act 9 of 1977) and that the Schedule Land does not belong to, and is not under mortgage to, the Government or its Agencies/Undertakings.
- (h) There are no tenants including protected tenants.
- (i) There is no legal impediment for the Owners to hold or sell the Schedule Land under any law including the Urban Land (Ceiling & Regulation) Act, 1976, save and except to the extent of any disputes as disclosed to the Developer in writing.

8.2. The Developer hereby warrants and confirms that:

- (a) it has the power and authority to enter into this Agreement, and performance of its obligations under this agreement;
- (b) it has the necessary expertise and financial ability to develop and construct the Project as per the provisions of this agreement;
- (c) There are no restrictions or limitations on his right and ability to execute this agreement and to execute the Project, whether under applicable law or contract and he is not subject to any court attachments and acquisition proceedings or any other disputes that would have an adverse impact on its obligations and / or the Project.

For TERMINUS VENTURES PVT. LTD.

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9. INDEMNITIES

- 9.1. Save and except to the extent disclosed, the Owner expressly undertakes to indemnify the Developer or anyone claiming through the Developer for any loss or damage sustained by any of them due to the defective title of the Owner or on account of any other claim, action or proceedings that may arise against the Developer in connection with the defective title of the Owner to the Schedule Property, including any such claim under or relatable to the provisions of the RERA. The Owner further declares that it has not concealed any material fact affecting the title and incidents thereof to the Schedule Property. In this regard, the Parties agree that they shall disclose all title related issues to any prospective purchaser or tenant of any of the units in the Project.
- 9.2. The Developer expressly undertakes to indemnify the Owner or anyone claiming through the Owner for any loss or damage sustained by any of them due to the acts or omissions of the Developer on account of it being responsible for development of the Project or breach of the provisions of this Agreement, or, subject to Clause 5.3 above, on account of any claim, action or proceedings that may arise in connection with the development of the Project including any such claim under or relatable to the provisions of the RERA. The Developer further declares that it has not concealed any material fact that would affect the development of the Project by it.

10. DURATION

- 10.1. The Developer shall obtain all the necessary registrations, approvals and consents as required under applicable law for development, completion and use of the Project. In this regard, the Developer agrees and undertakes that it shall obtain all the required permissions and clearances including certificates and/or permissions from the concerned Authorities, No-objection Certificates from the Fire Department, Airports Authority, Environmental Clearance Certificate, sanctioned plan, etc., and such other authorities as may be required for sanction of the layout and architectural plans for the execution of the Project, within 6 (six) months from the date of the execution this Agreement. If the required permissions and clearances are not approved by the respective concerned statutory authority (ies) within the stipulated time period as mentioned herein for reasons beyond the reasonable control of the Developer and the Developer has not delayed making an application or providing any further information or documents sought and has been diligently following up with the concerned regulator, the time period for

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obtaining approvals may be extended by such period as is mutually agreed.

- 10.2. Subject to Clause 10.1 mentioned above, the Developer shall apply for the registration of the Project under RERA within a period of 45 days from the date of obtaining all the required permissions and clearance from the concerned authority(ies) that are necessary to be obtained before any filing can be made under RERA.
- 10.3. The Parties agree that time is the essence of this Agreement. The Developer agrees and undertakes that it shall develop the Project within a period of 30 months (plus a grace period of 6 months) from the date of obtaining all of the required permissions from GHMC/HMDA and other government authorities such as Fire, Pollution Board etc., (other than RERA) for construction or a period of 36 months (plus a grace period of 6 months from the date of execution of this Agreement, whichever is earlier, subject to the provisions of Clause 18 (Force Majeure).

11. DELAY

- 11.1. In the event of a delay by the Developer in completing the Project and handing over the Owner's Share to the Owner in accordance with the terms of this Agreement within the timeline specified in Clause 10.3 above, the Developer shall pay to the Owner an amount of Rs.10/- (Rupees Ten) per sq. ft. per month, calculated on the undeveloped Saleable Area falling to the Owners Share, for the period of delay.
- 11.2. The amount set forth in Clause 11.1 above shall be payable on and from the date after the expiry of the grace period. In the event of a delay in payment of the said amount, the Developer shall be entitled to interest @ 12% per annum on the outstanding amount from the due date until the date of payment and the Owner shall also have a lien on the built up area of the Developer's Share, the market value of which is equal to the amount outstanding.
- 11.3. In the event the Developer (a) is unable to achieve Completion of Development of the Project within the timeline set out in Clause 10.3 above, or (b) abandons or suspends the works or operations related to construction of the Project for a consecutive period of not less than 3 (three) months, then notwithstanding any provision to the contrary and without prejudice to any of the other rights and remedies that may be available to the Owner:

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- (a) The Owner may terminate this Agreement without any liability whatsoever and the Owner shall have the right but not the obligation to substitute the Developer with a third party developer of its choice. Provided however, upon any termination of this Agreement, the Owner shall either (i) pay to the Developer, the cost of the development on the Schedule Property as calculated by an independent valuer appointed by the Owner (the "Construction Cost"); or (ii) adjust all Cost of Construction and development against such number of units of the Project on the basis of the market value of the units on the date of completion of the Project by a third party nominated by the Owner. The Security Deposit shall in such event stand forfeited.
- (b) The Developer shall forthwith procure release of the mortgage and all other encumbrances (including by execution of agreements of sale, lease and/or license in favour of Customers) created by it on or in respect of the Schedule Property, failing which the Owner shall, without prejudice to its rights and remedies, be entitled to use the Construction Cost payable to the Developer as aforesaid, towards clearing such mortgage and other encumbrances.

12. MARKETING AND LEASING RIGHTS

- 12.1. The Owner hereby agrees and permits the Developer to enter into or engage International Property Consultants (IPC's) such as Jones Lang LaSalle, Cushman & Wakefield, CBRE, Knight Frank/ any other reputed IPCs ("**Brokerage Firm**") for Marketing and Leasing Services with respect to the Project and if the Owner is desirous of enabling the marketing and leasing of its share of the Project to be undertaken through such aforesaid service provider, he shall inform the Developer of the same and the Developer shall provide its assistance to negotiate the terms and conditions of tenancy/ Lease which shall be favorable to the Owner and the Project as a whole and on terms that are mutually agreed to between the parties. Thereafter a separate marketing and leasing agreement shall be executed between the Parties on mutually agreed terms. The Owner shall also be required to pay and bear the proportionate amount of the brokerage fee payable to the Brokerage Firm, for any leasing transaction.

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13. ASSIGNMENT OF RIGHTS

13.1. The Developer shall not be entitled to assign or transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of the Owner. However, the Developer's Share in respect of the Project may be held by the Developer or any of its subsidiaries. The Developer shall continue to be bound to the Owner for all of its obligations in this Agreement, notwithstanding any arrangement with between a third party and the Developer. The Owner shall not be entitled to assign or transfer any of its rights or obligations under this Agreement without the consent of the Developer save and except any assignment undertaken for estate planning purposes towards his wife, children and grand children, with prior information to the Developer.

14. POWER OF ATTORNEY

14.1. The Owner does hereby nominate, constitute and appoint the Developer, whether directly or through its duly authorized representative, as his lawful attorney to carry out, execute and perform the following lawful acts, deeds and things in his name and on his behalf

- (a) To enter into, execute Agreements to Sell, Agreements to Lease and Agreements to Leave and License that may be required to carry out future sale, lease, or license of the Developer's Share, in favour of itself (i.e. in favour of the Developer) or in favor of its customers. Provided however, and notwithstanding any provision to the contrary, the Developer shall be entitled to execute Sale Deed(s), Lease Deed(s), License Deed(s) and/or document for carrying out the transfer or conveyance of the Developers Share only upon Completion.
- (b) To present all such agreements/deeds of sale or any other conveyances in respect of the Developer's share for registration before the concerned Sub-Registrar / District Registrar having jurisdiction, and admit execution thereof;
- (c) To hand over physical possession of the Developer's share or any portion thereof to the concerned purchaser/s, lessee/s, licensee/s etc. upon execution of the sale deed, license deed, lease deed (as the case may be);

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- (d) To apply and obtain necessary sanctions and permissions etc., from the HMDA, U.L.C, G.H.M.C, T.S.E.B, H.M.W.S & S.B. and other government authorities for the construction of the Project and to sign all such applications from affidavits or petitions and papers as may be necessary for obtaining the relevant permissions and approvals for the Project and to appear for and represent before revenue authorities, town planning authorities, and urban development authority (including but not limited to the Hyderabad Urban Development Authority,), Greater Hyderabad Municipal Corporation in connection with obtaining any of such sanctions and permissions;
- (e) To make statements, file affidavits, reports in all proceedings before any statutory authority, including HMDA, GHMC, U.L.C. authority, Water works Department, APSEB/APTRANSCO/APGENCO to obtain necessary sanctions, permissions and approvals for the purpose of development of the Project.
- (f) To execute mortgage of the Developer's Share in favour of any Bank or Financial institution for the purpose of raising any funds for the said construction to the extent possible under this Agreement, but without involving / impacting the Owner or Owner's Share in the Project in any liability in respect of the said borrowing, mortgages or other commitments. The Owner shall not be responsible or liable in respect of such loan / financial facility in any manner whatsoever and howsoever.
- (g) To appoint, from time to time, professionals and to grant them necessary authority to appear and represent the Owner before any or all authority/ies, including any other authority/ies of State and Central Governments, Airport authorities, Department of Telecommunication and such other statutory judicial, quasi-judicial authorities as may be deemed necessary by the Developer in connection with construction and development on the Schedule Property;
- (h) To apply for and secure commencement certificates, occupation certificates, completion certificates and other certificates, permissions, sanctions, orders etc., in respect of the Project to be constructed and completed on the Schedule Property from the concerned authorities;

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- (i) To do all acts and things as may be incidental or necessary to do for transfer of the Developer's Share to its prospective purchasers as fully and effectively in all respects.
- (j) And generally, to do all such acts, deeds, matters and things as may be necessary as the Developer shall think fit and proper, notwithstanding no express power or authority in that behalf is hereinabove provided, in pursuance of the Agreement and the Power of Attorney hereby granted to the Developer, however the same shall be incidental to the powers conferred hereinabove.
- 14.2. And the Owner hereby agree that the Power of Attorney granted in terms hereof shall continue to be full force and effect and be fully valid until the Developer has/ have fully conveyed all the Developer's Share in favour of the Developer or its nominee/s or in favour of the third parties as stated above.
- 14.3. Provided that it is explicitly made clear and agreed to between the parties hereto that all acts deeds and things that may be done by the Developer in exercise of the powers conferred under the Power of Attorney granted in terms of the Agreement shall be at the sole responsibility and risk of the Developer and the Owner shall not be liable for any, consequences there from except where the Developer commits a willful breach/ negligence of the terms of this Agreement.
- 14.4. The Developer shall not exercise the powers conferred under the Powers of Attorney in derogation of the rights of the Owner guaranteed under the terms of this Agreement. Further, the Developer hereby undertakes to indemnify and hold the Owner harmless from and in respect of all damages, payments, losses, expenses, liabilities, litigations and / or claims including third party claims arising out of the use of the Power of Attorney by the Developer.
- 14.5. This Power of Attorney is co-terminus with the term of this Agreement and the Power of Attorney, being coupled with interest, shall be irrevocable during the term of this Agreement and cannot be revoked by the Land Owner in whatsoever manner during the term of this Agreement.

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15. OWNERS' ASSOCIATION

The Parties or their successors-in-title herein shall, along with the other co-owners or occupants of the commercial space, become members of the Association to be formed for the purpose of maintenance of the community. The Parties hereto shall pay their respective share of amount to be contributed towards Corpus fund, Common Area Maintenance (CAM) deposits and/or charges, to the Owners' Association or the maintenance company appointed on completion of the Project. If for any reason, the Owner Association is not formed by that time, the same shall be paid to the Developer herein or their nominees till the formation of the Association. Any amounts in the hand of the Developer herein at the time of formation of the Owners' Association will be handed over within fifteen (15) days of the date of formation of such Owners Association. The Developer confirms that the Owners Association shall be constituted within 60 days of completion of the development of the Project.

16. GOOD FAITH

- 16.1. Both Parties hereto undertake with the other to act in the utmost good faith and endeavor in interpreting and implementing this agreement and agree to do all things reasonably within their power, to give effect to the spirit and intent of this Agreement.

17. FORCE MAJEURE

- 17.1. Upon the occurrence of a Force Majeure Event the Party impacted by such Force Majeure Event shall forthwith, inform the other Party of the same in writing, and shall use commercially reasonable efforts to mitigate and overcome the effects of any Force Majeure Event as soon as practicable after the occurrence thereof, and shall co-operate with the other Party to develop and implement a remedial plan and reasonable alternative measures to remove the effects of the Force Majeure Event.
- 17.2. Upon the occurrence of a Force Majeure Event:
- (a) The obligations / responsibilities of the Parties under this Agreement shall be suspended during the continuation of the Force Majeure Event.
 - (b) No change in commercial terms shall be allowed on account of a Force Majeure Event.

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(c) The proceeds recovered by the Developer pursuant to an insurance claim shall be used to meet the costs, expenses and losses pertaining to mitigating, overcoming and rectifying the effects of any Force Majeure Event.

(d) Any Party may issue a notice of termination of this Agreement if a Force Majeure Event (or its direct impact) has continued for more than 6 (six) months from the date of occurrence thereof.

17.3. For the purpose of this Agreement, the term "Force Majeure Events" shall mean any of the following events beyond the control of the Party claiming Force Majeure, if the occurrence of such event makes it impossible or illegal for such Party to perform its obligations under this Agreement.

(i) Act of God;

(ii) Act of war, hostilities, invasion, act of foreign enemies;

(iii) Act of terrorism, riots or civil commotion;

(iv) Rebellion, revolution, insurrection or military or usurped power, or civil war;

(v) Any order of a court, authority or forum preventing the Developer from undertaking any of its obligations under this Agreement, provided that such order is not on account of a breach of the obligations of the Developer under this Agreement or any other act or omission of the Developer to any other person acting for and on behalf of the Developer or any sub-contractor or vendor, customer, consultant or agent of the Developer;

(vi) Contamination by radio-activity from any nuclear fuel, or from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly; and

(vii) Fire, flood, earthquakes or typhoons;

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18. ENTIRE AGREEMENT AND AMENDMENTS

- 18.1. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersede all prior or contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, direct or collateral, express or implied.
- 18.2. Any amendments to this Agreement shall be in writing and shall be signed by the authorized representatives of both the Parties.

19. DISPUTE RESOLUTION

- 19.1. All disputes between the parties arising out of this Agreement or in relation thereto, shall first be referred to mediation before a mediator to be appointed with the mutual consent of the Parties. In the event the Parties cannot resolve the dispute either through negotiations or mediation, within a period of 30 (thirty) days, either Party may refer the dispute to a sole arbitrator mutually appointed by the Parties and the Arbitration to be conducted along with the provisions of the Arbitration & Conciliation Act, 1996. The Arbitrator shall be chosen by both the parties with mutual consent. The seat and venue of the arbitration proceedings shall be Hyderabad. The courts at Hyderabad shall have exclusive jurisdiction in connection with such arbitration proceedings.

20. SPECIFIC PERFORMANCE/WAIVER

- 20.1. Either Party shall be entitled to sue for specific performance of the terms and conditions hereof without prejudice to the other Party's rights.
- 20.2. The failure of any Party to insist upon a strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy herein contained, shall not thereafter be construed as a waiver or a relinquishment of such terms, provisions, option, right or remedy but the same shall continue and remain in full force and effect. No waiver by any Party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by such party.

For TERMINUS VENTURES PVT. LTD.

M. Prabhakar Reddy

[Signature]
Director

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21. RELATIONSHIP BETWEEN THE PARTIES

21.1. Nothing in this Agreement shall be construed as establishing or creating a relationship of master and servant, partnership, principal and agent between the Parties hereto, and this Agreement is entered into strictly on a principal-to-principal basis.

22. MISCELLANEOUS PROVISIONS

22.1. If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions, covenants and restrictions contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

22.2. Each of the Parties hereto undertake with the other to act in the utmost good faith in interpreting and implementing this Agreement and agree to do all things reasonably within its power which are necessary or desirable to give effect to the spirit and intent of this Agreement.

22.3. This Agreement shall be executed in two counterparts, and each Party shall be entitled to have one counterpart, but all of such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their respective hands with their free will, consent and without any coercion to the above terms and conditions on this day, month and year first above mentioned.

OWNER

For TERMINUS VENTURES PVT. LTD.

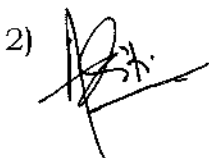

Director

DEVELOPER

M. Prabhakar Reddy

Witnesses:

1) 

2) 

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SCHEDULE A- SCHEDULE OF PROPERTY

All that part and parcel of land admeasuring 4668.36 sq. yards bearing Plot No.43 in Sy.No.322 situated at Puppalguda Village, Gandipet Mandal (formerly Rajendranagar Mandal), R.R. District, bounded on:

North : Road;
South : Sy.No.307 (part);
East : Sy.No.322 (part);
West : Sy.No.324 (part).

M. Prabhakar Reddy
OWNER

For TERMINUS VENTURES PVT. LTD.

M. Prabhakar Reddy

Shridi
Director
DEVELOPER

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Annexure – I
BROAD SPECIFICATIONS for Warm Shell

PROJECT NAME	The District- A Terminus Project
---------------------	---

Structure	RCC framed structure
Super Structure	Walls with AAC Blocks and Mortar as per the Architects specifications
Plastering	Finish in cement mortar for internal walls for common areas
Façade	External periphery finished with combination of Structural Glazing (DGU) & Cladding/Texture paint as per Architects specifications.
Flooring: Entrance Lobbies	Combination of Granite and Vitrified Tiles
Flooring: Corridors	Vitrified Tiles or equivalent in common areas
Flooring: Staircase & Service Rm	Flooring & skirting with kota stone or equivalent
False Ceilings	Common Area Lobbies provided with false ceilings with light fixtures.
Fire Protection	Automatic fire/smoke detection, fire/smoke management system per NBC for common areas.
Centralized AC	High Side HVAC for the Common Areas Only and connect upto the tap up point on each floor. <i>Appropriate HVAC loads shall be calculated as per the industry standards which shall be uniform for the entire building</i>
Electrification	100% DG backup
Green Technologies	Sewage Treatment Plant, Rain Water Harvesting and recycling as needed
Vertical Transportation System	3 High Speed Elevators dedicated to Office capacity of 18 pax each and provision for 1 more Elevator and Fire elevator as per NBC norms (Otis/ThyssenKrupp/Schindler or Equivalent)
Parking	As per HMDA regulation, shall provide provision for mechanical parking in basements as required
Water	As per required calculations and provision shall be made for Municipal water connection

For TERMINUS VENTURES PVT. LTD.

M. Prabhakar Reddy

[Signature]
Director

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Electricity	For every 100 sq ft., 0.8-1 KVA as per MEP design brief.
Sewerage	STP as per HMDA requirements
Building Management System	BMS for Optimal and Effective maintenance for monitoring the systems as per design.
Security System	CCTV Cameras at all the entry and exit points of the building

The construction shall be completed in accordance with the minimum standards as set out in the National Building Code.

Further, any detailed specifications with respect to the broad specifications set out herein shall be deemed to be included and shall be deemed to be a part of this Annexure.

M. Prabhakar Reddy
OWNER

For TERMINUS VENTURES PVT. LTD.

M. Prabhakar Reddy

[Signature]
Director

DEVELOPER

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ANNEXURE 1-A

1. Description of Property : Proposed Complex on land on Plot No. 43,
in Survey No.322, situated at PUPPALGUDA ,
Village, Gandipet Mandal, Ranga Reddy
District
2. Nature of Roof : R.C.C.,
3. Total Extent of Site : 4668.36 Sq.Yards
4. Proposed Plinth area : 2,00,000 Sq.Feet
Parking : 40,000 Sq.Feet
5. Advance : Rs. 2,00,00,000/-
6. Market Value estimated
by the Party : Rs. 17,20,00,000/-

M. Prabhakar Reddy
OWNER

For TERMINUS VENTURES PVT. LTD.

M. Prabhakar Reddy

[Signature]
Director

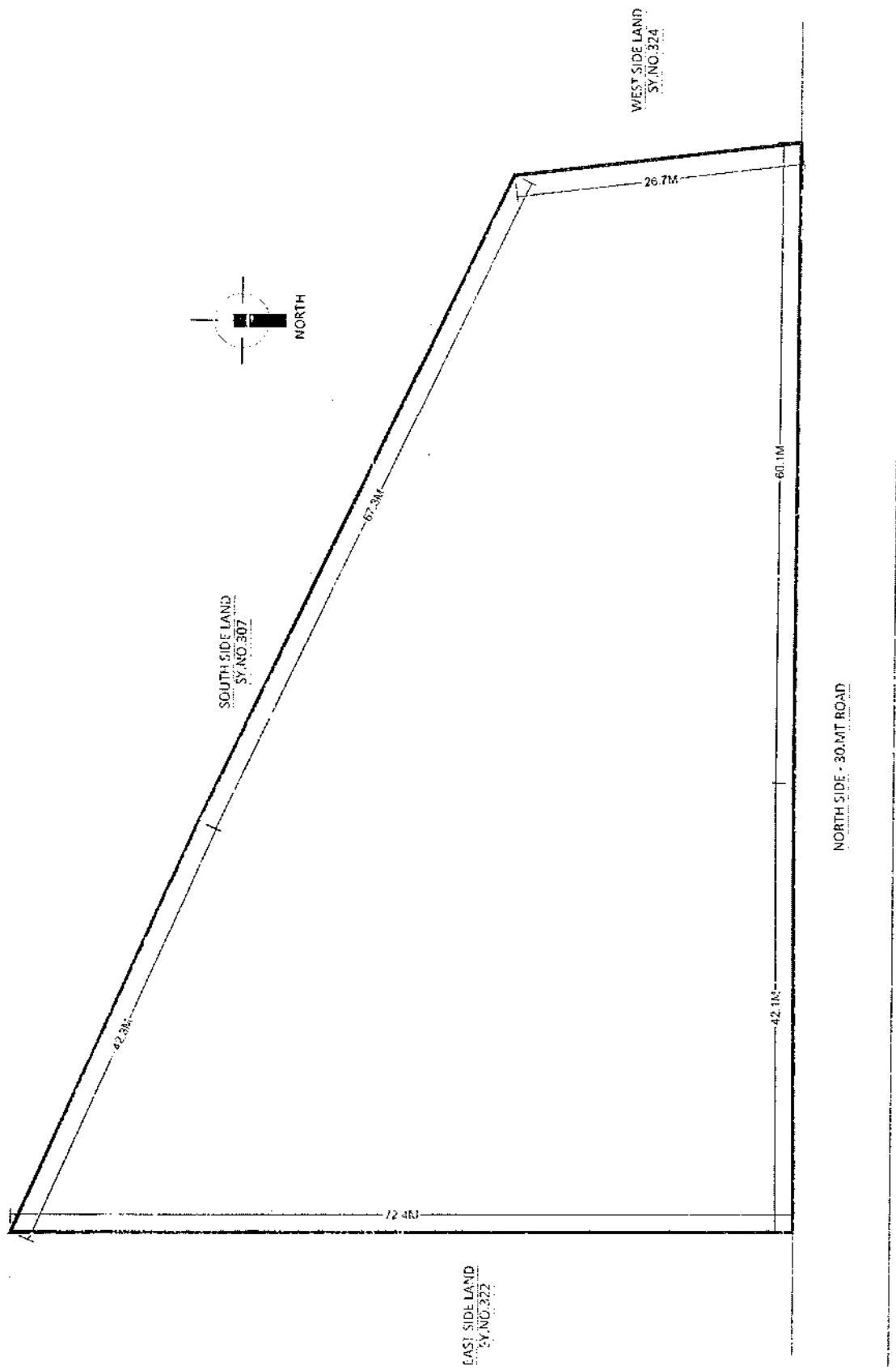
DEVELOPER

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For TERMINUS VENTURES PVT. LTD.

M. Prabhakar Reddy

[Signature]
Director

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स्थायी लेखा संख्या /PERMANENT ACCOUNT NUMBER
ABOPM8665N

नाम /NAME
PRABHAKAR REDDY MALLANNAGARI

पिता का नाम /FATHER'S NAME
RAJ REDDY MALLANNAGARI

जन्म तिथि /DATE OF BIRTH
16-07-1936

हस्ताक्षर /SIGNATURE
M. Prabhakar Reddy

मुख्य आयकर अधिकारी, आंध्र प्रदेश
Chief Commissioner of Income-tax, Andhra Pradesh



भारत प्रभुत्व
Unique Identification Authority of India
Government of India

समाप्ति संख्या / Enrollment No. : 1111/12437/00672

26/03/2012
To
SOLIPURAM PRABHAKAR REDDY
सोलीपुरम प्रभाकर रेड्डी
S/O Solipuram Laxmi Narasimha Reddy Late
VILLA NO A 8
HILL RIDGE VILLAS
I S B ROAD
SERILINGAMPALLY
Serilingampally
Gachibowli, Rangareddi,
Andhra Pradesh - 500032
9989700009



UF173861940IN

17386194



मे अदार् संख्या / Your Aadhaar No. :

8977 9387 3606

अदार् - सामान्यनि हक्क

मनाक्यम.जी
Manikyam.G

पुष्पिता तारीख /DOB: 25/07/1992
पुरुष / Male

6243 1026 6448

अदार् - सामान्यनि हक्क



भारत प्रभुत्व
GOVERNMENT OF INDIA

सोलीपुरम प्रभाकर रेड्डी
SOLIPURAM PRABHAKAR REDDY



पुष्पिता संवत्सर /Year of Birth: 1962
पुरुष / Male

8977 9387 3606



अदार् - सामान्यनि हक्क

अदिति वेलाचार
Aditi Velakacharla

DOB: 05-02-1971
Gender: Female

9714 3668 6852

आधार - आम आदमी का अधिकार

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Online Challan Proforma [SRO copy]

Online Challan Proforma [Citizen copy]



Registration & Stamps Department
Telangana



Registration & Stamps Department
Telangana

Challan No:

272GU4250419

Challan No:

272GU4250419

Bank Code : HDFS

Payment : NB

Bank Code : HDFS

Payment : NB

Remitter Details	
Name	TERMINUS VENTURES PRIVATE LIMITED
PAN Card No	AAFCT4369M
Aadhar Card No	
Mobile Number	*****340
Address	REP.BY S. PRABHAKER REDDY
Executant Details	
Name	M PRABHAKAR REDDY
Address	HYDERABAD
Claimant Details	
Name	TERMINUS VENTURES PRIVATE LIMITED
Address	REP.BY S. PRABHAKER REDDY
Document Nature	
Nature of Document	Development Agreement Cum GPA
Property Situated in(District)	RANGAREDDY
Amount Details	
Stamp Duty	1720000
Transfer Duty	0
Registration Fee	20000
User Charges	200
TOTAL	1740200
Total in Words	Seventeen Lakh Forty Thousand Two Hundred Rupees Only
Date(DD-MM-YYYY)	25-04-2019
Transaction Id	2011258572406
Stamp & Signature	

Remitter Details	
Name	TERMINUS VENTURES PRIVATE LIMITED
PAN Card No	AAFCT4369M
Aadhar Card No	
Mobile Number	*****340
Address	REP.BY S. PRABHAKER REDDY
Executant Details	
Name	M PRABHAKAR REDDY
Address	HYDERABAD
Claimant Details	
Name	TERMINUS VENTURES PRIVATE LIMITED
Address	REP.BY S. PRABHAKER REDDY
Document Nature	
Nature of Document	Development Agreement Cum GPA
Property Situated in(District)	RANGAREDDY
Amount Details	
Stamp Duty	1720000
Transfer Duty	0
Registration Fee	20000
User Charges	200
TOTAL	1740200
Total in Words	Seventeen Lakh Forty Thousand Two Hundred Rupees Only
Date(DD-MM-YYYY)	25-04-2019
Transaction Id	2011258572406
Stamp & Signature	

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