

Cent. 5311/19 (5311/19) DOCT NO. 5337/2019



తెలంగాణ తెలంగాణ TELANGANA

SL.No: 6297, Date: 27/04/2019

Sold To: B Prabhakar

S/o: Late Rama Seshiah, R/o Hyd

For Whom: M/s. Hallmark Infracon India Pvt Ltd.

S. S. S. Kumar
R 938073
G.V.S.S. KUMAR
LICENCED STAMP VENDOR
Licence No: 15-10-027 / 2012
Renewal No: 15-10-027 / 2018
H.No: 5-58, Deepthi Sri Nagar Colony
Mysapur (Post), Seri Lingampally (M)
Ranga Reddy Dist - 500 049.
Phone : 9908062916

**JOINT DEVELOPMENT AGREEMENT-CUM-IRREVOCABLE GENERAL
POWER OF ATTORNEY**

This Joint Development Agreement-cum-Irrevocable General Power of Attorney is made and executed on this the 27th day of JULY, 2019, at Hyderabad, by and between:-

Dr. Regina Divya D/o Dr. Joseph Raymond Peter, Aged about 32 years, Occupation: Doctor R/o Presently Residing: # 38, Jordan Hills, Gawber Road, Barnsley, UK, S75 2AN, Local Address: Plot No.163, Prashasan Nagar, Road No.16, Hyderabad - 500110, Telangana.

(Hereinafter called the "Owner" which shall mean and include all his/her/their legal heirs, assigns agents, legal representatives, successors, executors, administrators and assigns etc.)

Dr. Regina Divya

For Hallmark Infra-Con (India) Pvt. Ltd.

K. G. S.

Managing Director

Presentation Endorsement:

Presented in the Office of the Sub Registrar, Serilingampalli 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 10:30 on the 28th day of JUL. 2019 by Sri Ragina Divya

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

Sl No	Code	Thumb Impression	Photo	Address	Signature/ink Thumb Impression
1				M/S.HALLMARK INFRA-CON(INDIA) PVT LTD REP BY K.GOPALA KRISHNA S/D. LATE K.NAGESHWARA RAO R/O JOURNALISTS COLONY, JUBILEE HILLS, HYD	K. Gopal
2	EX			REGINA DIVYA D/O. JOSEPH RAYMOND PETER R/O PRASHASAN NAGAR, HYD	T. N. Nanda

Identified by Witness:

Sl No	Thumb Impression	Photo	Name & Address	Signature
1			D.BHIMA RAJU NIZAMAPET	D. Bhima Raju
2			B.PRABHAKAR SR NAGAR	B. Prabhakar

27th day of July, 2019

Signature of Sub Registrar
Serilingampalli

E-KYC Details as received from UIDAI:

Sl No	Aadhaar Details	Address	Photo
1	Aadhaar No: XXXXXXXX1282 Name: Koripalli Gopalakrishna	S/O. Nageswara Rao, Shaikpet, Hyderabad, Telangana, 500033	

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AND

M/s Hallmark Infra-con (India) Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Unit No 213, Commercial Second Floor Hallmark HUB Pipeline Road, Manikonda, Gandipet Mandal, Hyderabad - 500 089, **represented by its Managing Director, Sri K.Gopala Krishna S/o late K.Nageshwara Rao**, aged about 53 years, Occ: Business, R/o LG-1, Hallmark Hill View, Plot Nos.66 and 68, Aswini Layout, Journalists Colony, Jubilee Hills, Hyderabad

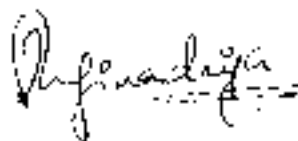
(Hereinafter called the "**Developer**" which shall mean and include all his legal heirs, assigns, agents, legal representatives, successors, executors administrators and assigns etc.)

WHEREAS,

A) The Owner hereto is the absolute owner and possessor of the undivided share of land equivalent to Ac 0.16 Gnts out of Ac 3.16 Gnts in Survey No.249/A of Gopanpally village, Serilingampally Mandal, Ranga Reddy District, which is more clearly described in the Schedule annexed hereto and hereinafter referred to as the "Schedule Property".

B) Originally one Sri Veerendra Prasad Dubey, Ravindra Prasad Dubey, and Gajendra Dubey all sons of Narayana Prasad Dubey being the original owner and possessors of land admeasuring Ac 04.16 Gnts. In Sy No 249/A by virtue of inheritance have executed and registered a Gift Settlement Deed bearing document No 4149/1987, dated. 26.05.1987 registered at Sub-Registrar Ranga Reddy District, in favour of D.Upendra Prasad being the son of their paternal uncle out of natural love and affection Pursuant to the said Gift settlement entries in the revenue records have been mutated in favour of D.Upender Prasad in respect of Ac.04.16 Gnts.

C) Sri D Upender Prasad having thus acquired absolute title and possession over an extent of Ac 04.16 Gnts. in Sy No.249/A in turn sold an extent Ac.1.00 Gnts in Sy No 249/A to the third party and the remaining extent of Ac.3.16 Gnts. out of Ac 4.16 Gnts in Survey No.249/A of Gopanpally Village, Serilingampally Mandal, Ranga Reddy District under a sale deed dated 05.09.2005 registered as document No.13206/2005 on the file of the Joint Sub-Registrar, Ranga Reddy District, to M/s Avathesh Property Developers Private Limited



For Hallmark Infra-Con (India) Pvt. Ltd.

K. G. S. A.

Managing Director

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	100	0	145100	0	0	0	145200
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	20000	0	0	0	20000
User Charges	NA	0	100	0	0	0	100
Total	100	0	165200	0	0	0	165300

Rs. 145100/- towards Stamp Duty including T D under Section 41 of I.S. Act, 1889 and Rs. 20000/- towards Registration Fees on the chargeable value of Rs. 14520000/- was paid by the party through E-Challan/BC/Pay Order No. 85771B250719 dated 25-JUL-19 of ,HDFS/

Online Payment Details Received from SBI e-P

(1) AMOUNT PAID: Rs. 165200/-, DATE: 25-JUL-19, BANK NAME: HDFS, BRANCH NAME: , BANK REFERENCE NO: 0672359743415, PAYMENT MODE: NB-1000200, ATRN: 0672359743415, REMITTER NAME: HALLMARK INFRA CON INDIA PVT LTD, EXECUTANT NAME: DR REGINA DIVYA, CLAIMANT NAME: HALLMARK INFRA CON INDIA PVT LTD)

Date:

27th day of July, 2019

25 JUL 2019

Signature of Registering Officer
Serilingampalli

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1వ పుస్తకం 2019 వ సం. (కా. & 1941...)

ఫై 5337 నెంబరుగా రిజిస్టరు చేయబడి

స్వామిగారి విమిక్తము గుర్తింపు నెంబరుగా-1522

5337 2019 గా జతపెట్టబడింది.

2019 వ సం. జూలై నెం. 31 వ తేది

సబ్-రిజిస్ట్రార్

M.S. CHARAN



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D) M/s Avathesh Property Developers Private Limited sold the Schedule Property under a Sale Deed dated 23.01.2014 registered as document No.1307/2014 on the file of the Joint Sub-Registrar-I, Ranga Reddy District, to the Owner herein.

E) The Owner entered into a Development Agreement-cum-General Power of Attorney dated 31.01.2014 registered as document No.1327/2014 on the file of the Joint Sub-Registrar-I, Ranga Reddy R.O., with the Developer, M/s Safeway Realtors and Developers Private Limited (hereinafter called the "Safeway") in respect of the A Schedule Property and the same was cancelled by the Cancellation Deed dated 31/07/2019 registered as document No. 5336 on the file of the Sub- Registrar,

F) The Safeway has also entered into several similar Development Agreements-cum-General Power of Attorneys with owners of neighbouring lands admeasuring Ac.25.17 Gnts situated in Survey Nos.13 and 27 of Osman Nagar village and Survey Nos.246 and 249 of Gopanpally village, including the A Schedule Property, more particularly described in the Schedule B annexed hereto and hereinafter called the "B Schedule Property", the details of the Agreements are as under:

G) The Safeway has also entered into several similar Development Agreements-cum-General Power of Attorneys with owners of neighbouring lands admeasuring Ac.25.17 Gnts situated in Survey Nos.13 and 27 of Osman Nagar village and Survey Nos.246 and 249 of Gopanpally village, including the A Schedule Property, more particularly described in the Schedule B annexed hereto and hereinafter called the "B Schedule Property".

H) The Safeway could not proceed with the development as per the Development Agreements-cum-General Power of Attorneys and therefore, all the owners concerned, including Owner herein and the Safeway have agreed to cancel all the Development Agreements-cum-General Power of Attorney to enable all the owners, including the Owner herein to enter into fresh development agreements with the Developer herein.

I) As per the Development Scheme envisaged by the Developer herein, all the lands in B Schedule Property, including the A Schedule Property, shall be the joint property of all the landowners (who contributed the lands) and the Developer and as such, the Developer shall be entitled to develop the B Schedule Property in one or more projects or his choice, without prejudice to the share of the Owner herein, as per the terms of this Development Agreement.



For Hallmark Infra-Con (India) Pvt. Ltd.



Managing Director

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J) The Safeway has applied for permission for Gated Community with independent Villas to the Hyderabad Metropolitan Development Authority, for development of the aforesaid lands as a project, who was pleased to send a demand letter bearing No 2000278/LO/Plg/HMDA/2015 dated 10.07.2015 dated, requiring the Safeway to pay the development fees and other amounts payable for the purpose of development and paid part amount of the fees but thereafter, the Safeway could not proceed further.

K) The Safeway, by the Resolution of its Board of Directors and General Body dated 27.04.2016 and 27.05.2016 respectively, resolved to cancel the Development Agreements, to enable the Owner herein to enter into fresh Development Agreements with the Developer herein.

L) In pursuance of the understanding entered into the Developer by all the owners of the B Schedule Property, including the Owner herein, the parties entered into this Development Agreement-cum-General Power of Attorney as under:

NOW THIS JOINT DEVELOPMENT AGREEMENT cum IRREVOCABLE GENERAL POWER OF ATTORNEY WITNESSETH AS UNDER:

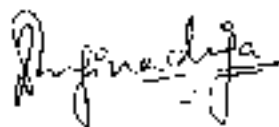
DEFINITIONS:

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

1.2 "Agreement" shall mean this Development Agreement-cum-Irrevocable General Power of Attorney, including all its annexures, recitals, schedules and terms and conditions.

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

1.4 "Common Areas & Facilities" means such common areas and facilities within the Residential Complex earmarked for common use of all Villa/Unit Purchasers.



For Hallmark Infra-Con (India) Pvt. Ltd.



Managing Director

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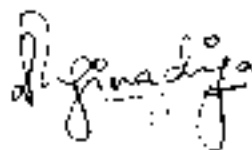


1.5 "Competent Authority" shall mean the Person, Officer, Body or Authority, who has or entrusted with the power to issue, sanction or grant or approve the plans, permissions, licenses, registration, service connections, certificates and other clearances, that are required for the purpose of the Project, under any law for time being in force.

1.6 "Date of Commencement" means the date on which the documentation and delivery of possession in respect of A Schedule Property in favour of Developer is completed and all the permissions and plans are released for the purpose of development in the B Schedule Property, to enable the Developer to discharge his obligations under this Agreement and on which date the time stipulated in clause 4.1 shall commence.

1.7 "Force Majeure" shall mean any event or combination of events or circumstances beyond the control of the Developer hereto, which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the Developer's ability to perform its obligations under this Agreement, which shall include, acts of God, i.e. fire, drought, flood, earthquake, epidemics, natural disasters, explosions or accidents, air crashes and shipwrecks, act of terrorism, strikes or lock outs, industrial dispute, non-availability of construction material due to strikes of manufacturers, suppliers, transporters or other intermediaries or due to any reason whatsoever, war and hostilities of war, riots, bandh or civil commotion, the promulgation of or amendment in any law, rule or regulation, or the issue of any injunction, court order or direction from any governmental authority that affects, prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Agreement, any legislation, order or rule or regulation made or issued by the Govt. or any other authority or; if any competent authority(ies) refuses, delays, withholds, denies the grant of necessary approvals for the Project or; if any matters, issues relating to such approvals, permissions, notices, notifications by the competent authority (ies) become subject matter of any suit / writ before a competent court or; for any reason whatsoever

1.8 "Interiors" shall mean and include all those fixtures, fittings and any other work (other than civil works and those agreed to be done by the Developer under this agreement) that may be carried out by the Owner in his Villa, at his cost and responsibility



For Halmark Infra-Con (India) Pvt. Ltd.



Managing Director

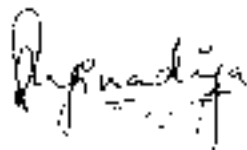
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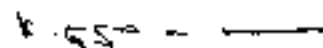
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- 1.9 "Land Owner" shall mean and include all the persons, including Owner herein, who contributed any land for the purpose of the Project by entering into registered Development Agreement-cum-General Power of Attorney with the Developer and if used in plural, shall mean the entire class of such persons. The expression shall also include the Developer in respect of the land owned and contributed by it.
- 1.10 "Maintenance Agency" means the person/s who shall carry out the maintenance and upkeep of the Residential Complex and who shall be responsible for providing the maintenance services within the Residential Complex, which may be the Company or association of Villa/Unit owners or such other appointed agency/ body/ company to whom the Developer may handover the maintenance of the Residential Complex.
- 1.11 "Maintenance Agreement" means the maintenance agreement to be executed by each Villa / Unit Purchaser with the Maintenance Agency.
- 1.12 "Maintenance Charges" means the maintenance charges payable by the each Villa owner to the Developer/Association/Maintenance Agency (in accordance with the demand raised for the maintenance and upkeep of the said Project including Common Areas and Facilities) but does not include the utility charges (electricity, water, etc) payable on actual consumption, taxes or other amounts payable in respect of any plot with or without villa.
- 1.13 "Owner" means land owner, who contributed A Schedule Property under this Agreement.
- 1.14 "Owner of Villa" with all its grammatical variations, shall mean and include the person, who ultimately holds the Villa in Project Land as owner, by virtue of allotment as per this agreement or transferee from such allottee (whether Land Owner or Developer), provided that the third party purchaser shall not be treated as owner of the Villa unless and until he pays the entire amount payable by him towards price, taxes and other amounts payable to the Association.
- 1.15 "Person" shall mean any individual, sole proprietorship, unincorporated association, body corporate, corporation, joint venture, trust, any governmental authority or any other entity or organization.
- 1.16 "Project" or "Proposed Project" shall include B Schedule Property and all plots with villas/independent houses, club house, common areas and amenities to be developed, in pursuance of this Agreement and as per the permissions granted or to be granted by the HMDA or any other competent authority and the expression, "Project Land" shall be constructed accordingly.



For Hallmark Infra-Con (India) Pvt. Ltd.



Managing Director

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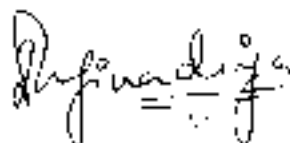
2. INTERPRETATION

Unless the context otherwise requires in this Agreement.

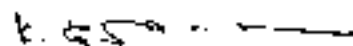
- a) the use of words importing the singular shall include plural and masculine shall include feminine gender and vice versa;
- b) reference to any law shall include such law applicable to the project, as from time to time enacted, amended, supplemented or reenacted.
- c) reference to the words "include"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

3. Scheme for Joint Development

- 3.1 The Owner hereby contributes A Schedule Property for the purpose of development and the Developer admits the A Schedule Property into the development scheme and agrees to develop the A Schedule Property as per the terms of this Agreement.
- 3.2 A Schedule Property shall always be subject to the scheme for joint development of A Schedule Property as a single project or multiple projects for Villas, Apartments or otherwise, as may be decided by the Developer as per its commercial and market expediency, provided that the Developer shall be liable to deliver C Schedule Areas to the Owner, out of the project relating to the Gated Community with Independent Villas developed as per terms of this Agreement.
- 3.3 The residential complex shall be named by the Developer and such name shall not be changed.
- 3.4 The terms of this agreement and its Schedules and Supplementary Agreement that may be executed for the purpose of sharing and earmarking the shares as per the terms of this Development Agreement, shall be treated as part and parcel of the Development Scheme and its terms shall be binding on the Owner, Developer and all persons claiming through them whether as Allottee, Purchaser, Donee, Mortgagee, Licensee, Tenant, Supplier, Contractor, Agent, Sub-Agent or in any other capacity whatsoever.



For Hallmark Infra-Cor (India) Pvt. Ltd.



Managing Director

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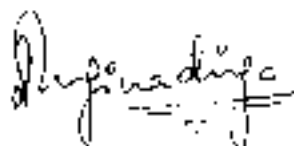
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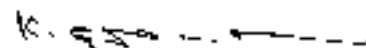
- 3.5 This Agreement shall not be treated as a partnership deed or Agreement of Sale between the Owner and Developer.

4 Grant of Development Rights:

- 4.1 The Owner hereby irrevocably grant the development rights to the Developer, in respect of the A Schedule Property to develop the same along with the remaining B Schedule Property or any part or parts thereof, as per the permissions granted by the competent authority and as per the specifications mentioned in Schedule D hereto, within 3 years from the date of release of permissions from HMDA and any other local authority, with a grace period of six months.
- 4.2 The Owner shall be entitled to Villas as mentioned in Schedule C annexed hereto and hereinafter called the "C Schedule Areas".
- 4.3 The Developer shall be entitled to develop B Schedule Property either as a single project or as many projects and in the manner it deems expedient, but without prejudice to the delivery of C Schedule Areas to the Owner herein, as per the terms of this Development Agreement. If the Developer chooses to develop the B Schedule Property in phases or in parts under single or several independent or interdependent projects, the Developer shall first obtain permissions to construct the Villas for delivery to the owners herein, as per terms of this Agreement and enter the Supplementary Agreement earmarking the share of the Owner, and on execution of such supplementary agreement, the Developer shall be entitled to all the residual title, right and interest in the A Schedule Property and the Developer shall be entitled to utilize the remaining land in the manner the Developer deems expedient and beneficial to it, but without prejudice to the rights and share of the Owner under this Agreement. The time limit stipulated in this Agreement for completion of the development shall in such case, be applicable only to the project for construction of the Villas meant for allotment of the Owner of A Schedule Property, but not to any other phase, project or part.
- 4.4 The B Schedule Property shall be the joint property of all the owners, who contributed the lands and the Developer herein and the Developer shall be entitled to allot the share of the Owner herein as mentioned in Schedule C hereto in any part of the B Schedule Property.



For Haimark Infra-Conn (India) Pvt. Ltd.



Managing Director

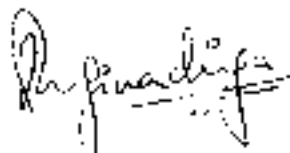
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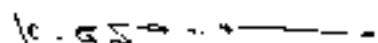
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- 4.5 It is further mutually agreed that the Developer only shall have absolute discretion as to the nature and manner of development of the B Schedule Property and other parcels of land included or to be included in the project and the Developer alone shall decide as to the location of various types of the project or phases or components thereof in different parcels of and comprising the B Schedule Property. The Developer shall be entitled to apply and obtain permissions, sanctions and clearance accordingly.
- 4.6 It is represented by the Owner herein that he is only interested to receive his share in the development in the form and shape of Residential Plots with Villas and Pursuant to said request, the Developer hereby agrees and undertakes to allot the share of the Owner herein, as per Schedule C hereto and to be earmarked in the Supplementary Agreement
- 4.7 In pursuance of the foregoing, the Owner hereby authorize and empower the Developer to develop the Schedule Property at the cost and expense of the Developer as per the specifications in Schedule D hereto together with amenities as per Schedule F and as per the permits and sanctions to be obtained from the Authorities. However, the Owner is only concerned with permits, sanctions and specifications pertaining to the Villa Project in which the share of the Owner is allotted and shall not have any right in respect of the remaining projects or land.
- 4.8 The Developer shall undertake the construction work and complete the Project thereon either by itself or through contractors and sub-divide the work or appoint sub-contractors as it may deem fit and proper. The Developer alone shall also be entitled to call for tenders/bids or adopt any other method for the purpose of selection of contractors or agents, employees etc., required for construction or other purposes covered by this Agreement. The Developer shall prepare and finalize the layout, construction plans including any modifications thereof in respect of the Project and also for the development on the Project Land and shall endeavor to obtain the required sanctions, permits and approvals from the statutory Authorities, subject to Owner title documents being fit for submission for plan sanction purposes.
- 4.9 However, any expenditure including the expenditure incurred towards payments of fees, charges which may be levied by the concerned Authorities for the purpose of development, together with other incidental costs/charges shall be exclusively borne by the Developer.



For Hallmark Infra-Con (India) Pvt. Ltd.



Managing Director

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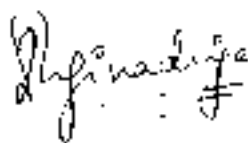
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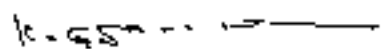
- 4.10 The Developer shall be responsible for obtaining all the necessary clearances from the statutory authorities relating to the construction of the Project, and the cost for obtaining such Layout plans, permissions, preparation of the Plans and getting them sanctioned for construction of the Project, shall be borne/incurred by the Developer.

5. Rights of the Developer

- 5.1 The Developer is inducted into possession of A Schedule Property shall have irrevocable right to enter into the A Schedule Property for the purpose of carrying out the development work as per the terms of this agreement.
- 5.2 The Developer shall have absolute discretion to develop the A Schedule Property in phases and on such terms, as it deems most expedient and commercially viable. In such case, irrespective of the phases of development and separate permissions obtained therefor, the Developer in its absolute discretion may reserve or earmark any one or more or all of the amenities or areas, as common for all the phases and the Owner or any one claiming through them shall not raise any objection.
- 5.3 The Developer shall be entitled to the remaining Plots with Villas with proportionate undivided share in common areas and amenities, more particularly described in the Schedule E annexed hereto and hereinafter called the "E Schedule Areas".
- 5.4 The Developer shall be entitled to sell, mortgage or otherwise transfer its share in Plots with Villas, Common Area, Amenities and undivided share of land and execute Sale Deed or other Conveyance in favour of the Purchasers or their nominees, without any further reference or resort to the Owner, after execution of the Supplementary Agreement, earmarking the share of the Owner and Developer hereto.
- 5.5 The Developer shall be entitled to advertise, offer for sale and enter into Agreement of Sale with third parties in respect of E Schedule Areas, receive moneys, issue discharge receipts and appropriate the proceeds, subject to the allotment under the Supplementary Agreement.



For Halimark Intra-Con (India) Pvt. Ltd.



Managing Director

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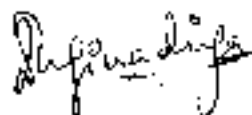
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- 5.6 The Developer has the right to avail/raise the Project/Working capital finance required for the construction in the A Schedule Property on the security of development rights of the Developer and the Developer's share as per this Agreement, provided that there shall be no personal liability on the Owner with regard to any liability in respect of such project/working capital finance availed by the Developer and further that the Owner shall not be treated as co-borrowers or guarantors for such loan and their share shall not be liable for any such loan. The Owner shall render all necessary co-operation to the Developer including signing of necessary documents as may be required on the security of development rights of the Developer and on the Developer's share to be constructed from time to time, at the cost of the Developer to enable the Developer to secure such loans/finance for construction.
- 5.7 The Developer shall be entitled to make such modifications to the plans and file revised plans and obtain fresh or revised permissions, as may be necessary for technical requirements or for the purpose of Clause 3.2 above and the Owner shall not raise any objection.
- 5.8 The Developer shall be entitled to deal with all the statutory authorities including Hyderabad Metropolitan Development Authority, Greater Hyderabad Municipal Corporation and the Service providers including the TSSPDCL, HMWS&SB etc., for the purpose of this Development Agreement on behalf of the Owner and the Owner shall extend all their cooperation in this regard. The developer shall be entitled to design the plans for building services including electricity, water supply, sewerage, storm water drain, for the purpose of passage or connectivity of such service lines etc., for the entire B Schedule Property, though it may obtain the service connections separately for each project.
- 5.9 The Owner shall not sell the C Schedule Areas or any part thereof, till at least 30% of the E Schedule Areas are booked or at least 30% of the total revenue expected for the E Schedule Areas are realized. This is to ensure the financial closure of the project and prevent unhealthy competition. However, the Developer may permit the Owner in writing to make bulk sales, subject to the minimum price fixed by the Developer and with such restrictions on further sales as the Developer may, depending upon the market conditions, impose. No retail sale by or on behalf of the Owner or their transferees is permissible, unless the first part of this Clause is fully complied with.



For Hallmark Infra-Con (India) Pvt. Ltd.

K. S. Srinivas
Managing Director

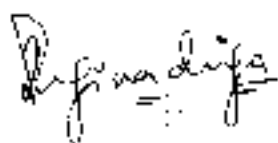
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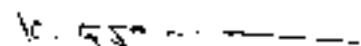
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- 5.10 The Developer shall be entitled to fix the minimum sale price taking into account the prevailing or prospective market conditions, costs and also the requirements of regulatory regime under the Real Estate (Regulation & Development) Act, 2016 and the Rules and Regulations made thereunder
- 5.11 The Developer shall be entitled for commission/ service charges, in case the owner chooses to sell her/his share through the Developer at such rate as may be agreed upon
- 5.12 The Developer shall be entitled to appoint or remove professionals like architects, structural engineers, interior designers, electrical and other consultants and on such terms, as it deems fit and proper
- 5.13 The Developer shall be entitled to appoint or engage contractors, sub-contractors suppliers, employees, workers etc, at its cost and enter into necessary agreements with all such persons without any further reference to the Owner
- 5.14 The Developer shall be entitled to have its own marketing strategies, publicity and branding and for this purpose utilize the name of the project and also for the goodwill arising out of the project. It can keep the publicity material like hoardings, boards, flexies, with illumination or otherwise in the A Schedule Property.
- 5.15 The Developer shall be entitled to regulate the timings and fix the terms for inspection of the constructed areas.
- 5.16 The Developer shall be entitled to finalize and frame the documentation including Agreements, Sale Deeds in favour of third party purchasers, Bye-laws of the Association of Villa Owner, Club House etc., and the Owner shall adopt the same documents to ensure uniformity, compliance of any law for the time being in force and to avoid any controversy or disparity among the Purchasers/Villa Owner. The word 'Villa Owner' in this agreement shall mean and include any person holding the Villa in A Schedule Property as Owner, including the Owner and Developer or their respective allottee or transferee. The word "Association" in this agreement shall mean, the Association of Villa Owner to be formed by the Developer in terms of this Development Agreement and any law for the time being in force for the purpose of transfer maintenance and management of Common Areas and Amenities in A Schedule Property or the project including the A Schedule Property



For Hailmark Infra-Con (India) Pvt. Ltd.



Managing Director

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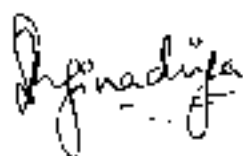
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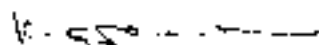
- 5.17 The Developer shall be entitled for the cost for any extra quality, modification, extra material or other furnishings that may be built, made or provided by the Developer, either on account of requirements of construction or at the request of the Owner over and above or other than those specified under this agreement
- 5.18 The Developer shall have right to demand performance of all or any obligations or duties of the Owner under this Agreement at all times and legally enforce the same.
- 5.19 The developer shall be entitled for commission in case the owner chooses to sell his share through the developer at such rate as may be agreed upon
- 5.20 The developer shall be entitled to develop gated community with independent villas along with large sized apartments of not less than 3,500 Sq. ft. of built up area including proportionate common area without affecting the share of the owner in the shape of villas as per schedule C. For the purpose of clarity, it is declared that owners share shall be only out of villas but not apartments

6. Developer's Duties:

- 6.1 The Developer shall develop the A Schedule Property or any other part of B Schedule Property as Gated Community with Independent Villas for the purpose of delivering the C Schedule areas to the owner and shall have the liberty to choose the product mix, i.e., the size and specifications as per the prevailing market dynamics for the entire development as per prevailing law applicable to construction of such buildings.
- 6.2 The Developer shall formulate the scheme for development of the Gated Community with Independent Villas and implement the development in its name, at its cost and expense.
- 6.3 The Developer has the liberty to decide upon the size and specifications for the construction based on market conditions.
- 6.4 The Developer at its cost shall draw the building plans/drawings/designs, etc., as per the building bye-laws, rules and regulations for construction of Villas and submit the same to the GHMC or to any competent authority for sanction/approval.



For Hallmark Infra-Conn (India) Pvt. Ltd.



Managing Director

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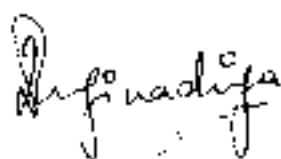
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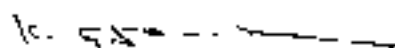
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- 6.5 The Developer is empowered to modify, add and/or delete the contents in the sanctioned plan to the extent permissible under law.
- 6.6 The Developer shall obtain all the necessary Permissions, NOCs, Clearances etc., at its cost other than those already obtained by the Owner.
- 6.7 The Developer shall complete the construction of gated community with independent villas in A Schedule Property or any other part of B Schedule Property and deliver C Schedule Areas duly completed in all respects, to the Owner as per the terms of this Agreement, within the time stipulated under this Agreement.
- 6.8 If the Developer fails to complete the construction and deliver C Schedule Areas within the time stipulated, the Developer shall be liable to pay liquidated damages @ Rs.25,000/- (Rupees Twenty Five thousand only) per Villa per month till the C Schedule Areas or part thereof, are delivered. However, this Clause shall not apply for any delay beyond the control of the Developer or for reasons not attributable to it. The stipulated time for construction shall also not apply, if the delay caused on account of pendency of applications before various authorities or by any act of God, natural Calamities, riots, market conditions, injunctions, stays, etc.
- 6.9 The Developer shall alone be liable for all expenditure for the purpose of development including the cost of construction, administrative and marketing costs required for selling the developer share including the amounts required for the purpose of debt servicing, preparation of plans, designs, wages, documentation and those required for statutory compliances like Provident Fund, ESI, Gratuity, Workmen's Compensation etc or any other expenditure required for or incurred or liable to be incurred for the purpose of the construction and other development as per the terms of this agreement except as otherwise provided hereunder. The Developer shall be liable to indemnify the Owner for any loss caused to them, on account of any statutory non-compliance on the part of the Developer.
- 6.10 The Developer shall be liable to obtain all such insurances as may be notified by appropriate government in accordance with the law for the time being in force. But, the liability in respect of the title insurance shall be on the Owner alone, but the insurance premium payable therefor, shall be borne by the Owner and Developer proportionate to their respective shares.



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Managing Director

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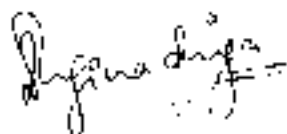
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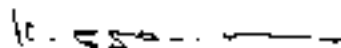
- 6.11 The Developer alone shall be liable for all the obligations under the agreements and documents executed by the Developer under or in pursuance of this agreement or under any law for the time being in force or for all its acts and omissions made in course of its work for the purpose of or in pursuance of this Agreement.
- 6.12 The Developer shall alone be liable for due compliance of all the Laws, Acts, Rules and Regulations and also the terms of all the permissions, NOCs and other clearances till the date of getting the Occupancy certificate.
- 6.13 The Developer shall form and register the Association of Villa Owner and the Owner and their prospective Purchasers shall also join in the Association. The Developer or Owner or anyone claiming through them shall not recognize or deal with any Association other than the one formed and registered as per this clause.
- 6.14 The Developer shall adhere to the sanction plans, specifications and other terms of this Agreement.
- 6.15 The Developer shall be responsible to rectify only those defects in the construction which are provided hereunder.

7. Sharing of Areas.

- 7.1 The Owner shall be entitled to 1 Villa, admeasuring 410 Square yards (approx.) with a built-up area of 4800 sq. ft. (approx.) along with proportionate undivided share in the common areas and amenities as mentioned in "D" Schedule annexed hereto.
- 7.1 The Developer shall be entitled to the remaining Plots with Independent Villas with undivided share in common areas and amenities, other than those to be allotted to the Owner under the preceding clause which are mentioned in E Schedule annexed.
- 7.2 The Developer shall be entitled to allot the Villas towards the share of the Owner as per Schedule C after the sanction of plans, in such a way that all Villas facing East West and North are allotted as per the ratio agreed hereunder and the same shall be informed to the Owner in writing and after considering the Owner's request, the Developer shall make the final allotment, which shall be binding on the Owner.



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7.3 The Owner and Developer may, by entering suitable Supplementary Agreement, earmark their respective shares and vary or alter the areas mentioned in Schedules C and E hereto. If the Owner fails to cooperate for earmarking or to sign or appear for registration after 15 days' notice, the Developer shall be entitled to earmark and allot the C Schedule Areas and also sign, execute and register the Supplementary Agreement on behalf of the Owner also as their Irrevocable Power of Attorney holder and the same shall be binding on the Owner. The Developer shall be absolutely free to sell its share of built up areas as per such Supplementary Agreement and the Owner shall not be entitled to raise any objection in respect thereof and any claim or the Owner under or in pursuance of this Agreement, shall be strictly limited to compensation in terms of money, if allowed under law.

8. Rights of the Owner

8.1 The Owner shall be entitled to have the A Schedule Property or any other part of the schedule property, developed as gated community and have the C Schedule Areas to be constructed therein, completed in all respects as per the sanction plans, specifications and other terms of this Agreement and delivered within the stipulated time.

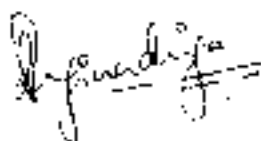
8.2 The Owner shall be entitled to inspect the development and construction of C Schedule Areas during the permitted hours and point out the defects if any, for rectification.

8.3 The Owner, subject to the other terms of this Agreement, shall be entitled to sell or transfer C Schedule Areas to third parties.

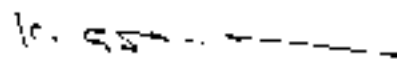
9. Declarations and assurances of the Owner:

9.1 The Owner hereby declares and assures that they have free and marketable title, in respect of the A Schedule Property and have juridical possession thereof, free from any adverse claims

9.2 The Owner declare that the A Schedule Property is free from all litigations, acquisitions or requisition notifications, adverse claims, prior charges, agreements, mortgages, encumbrances, public demands, joint family interests, whatsoever and would settle any claims in respect of the A Schedule Property or any part thereof, at their cost and risk.



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9.3 The Owner declare that the A Schedule Property is not an "Assigned Land" within the meaning of the A.P. Act 9 of 1977 and not a "Surplus Land" under any Ceiling law and there are no claims of the Government or Statutory or Public bodies in respect of the A Schedule Property

9.4 The Owner hereby declare and assure that the Owner have got exclusive title and possession in respect of the A Schedule Property and further that the Owner have not entered into any transaction with any third party or incurred or knowingly suffered any liability or obligation in respect of the A Schedule Property in any manner.

9.5 The Owner declare and assure that they would indemnify and to keep the Developer fully indemnified from all or any loss that may be caused to the Developer on account of any defect in the title of the Owner or in the event of the aforesaid declarations found false or for any illegal action, omission, or violation or non-compliance or otherwise

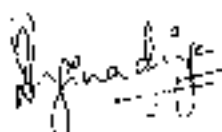
9.6 The Owner hereby declare and assure the Developer and every third party claiming through the Developer that it will not interfere with the development including construction work in A Schedule Property or any other part of B schedule property, in any manner under the development scheme and it will strictly adhere to the terms of this Agreement

9.7 The Owner hereby declare, assure and confirm that the powers delegated to the Developer under this Agreement, being coupled with the interest, shall be irrevocable and transferable as such and the right, title and interest of both the parties shall be strictly subject to this Agreement

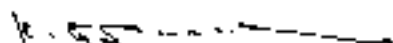
10. **Duties of the Owner:**

10.1 The Owner shall cooperate in all respects with the Developer for due implementation and completion of the Project and construction in the A Schedule Property.

10.2 The Owner shall not interfere with the development including construction work in A Schedule Property under the development scheme and shall not seek any stay or injunction or any other order restraining such development including construction pursuant to this Agreement from any Court or other authority on any ground and all its claims against the Developer shall be limited to those mentioned in this Agreement and for recovery of damages, if entitled under Law



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10.3 The Owner do hereby undertakes not to cause any obstruction in any manner for the completion of the Project in the interest of the development scheme and the third party purchasers.

10.4 The Owner shall not have any objection for sale or transfer of E Schedule Areas and shall not do act or omission which will impair the rights, power and authority conferred on the Developer under this Agreement in any manner.

10.5 The Owner shall be liable to pay for any extra quality, modification, extra material or other furnishings that may be built, made or provided by the Developer, either on account of requirements of construction or at the request of the Owner over and above or other than those specified under this agreement. However, no right for customization shall be claimed by any one.

10.6 The Developer alone shall bear the deposits payable to the service providers including the TSSPDCL, HMWSSB, etc., for the purpose of obtaining service connections for electricity, water and sewerage, etc.

10.7 The Owner shall be liable to pay maintenance charges and user charges as may be fixed by the Developer/Association/Service Provider/Club House on par with other Villa owners and shall not be entitled to any privilege as Owner for contributing A Schedule Property for development.

10.8 The Owner shall sign all the documents and other papers necessary for obtaining the permissions, clearances etc., or for proper compliance of any Statute, Rule, Regulation including the Real Estate (Regulation and Development) Act, 2016 or of any terms of the permissions, clearances etc., granted or obtained for the purpose the development of the A Schedule Property as may be required by the Developer from time to time.

10.9 The Owner shall be liable at all times to indemnify and keep the Developer or any one claiming through the Developer fully indemnified from all or any loss on account of any defect in the title of the Owner or in the event of the aforesaid declarations found false or for any illegal action, omission, or violation or non-compliance or otherwise and to discharge the obligations in this regard under the Real Estate (Regulation and Development) Act, 2016.

10.10 The Owner or its transferees shall carry out the interior works, other than those provided in C Schedule hereto, at their own cost and risk



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without making any structural alterations and deviating from the plans and designs of the building services including water supply and sewerage, as per the terms and time stipulated by the Developer in the interests of the Project and to avoid inconvenience to the other Villa owners.

10.11 The Owner shall strictly adhere to the formats, draft documents etc., prescribed by the Developer for entire Project for sale or transfer of C Schedule Areas to ensure uniformity and proper compliance of law including the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder and for this purpose, the Owner shall be the Promoter in respect of the A Schedule Property.

10.12 The Owner and their share shall always be liable for all obligations pertaining to the title under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder, including indemnity for any defect in title and for obtaining the title insurance. The Owner alone shall resolve all or any issues pertaining to the title, if arise(s), at their cost and shall be directly responsible to the purchasers/allottees of the Villas in respect of these obligations.

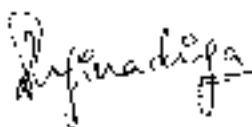
10.13 The Owner shall join the Developer for registration of the Project under the Real Estate (Regulation and Development) Act, 2016 and the Rules and Regulations made thereunder, for the purpose of ensuring the discharge of all the obligations pertaining to the title, thereunder

10.14 The Owner shall adhere to the terms of this Agreement including the minimum sale price stipulated by the Developer and shall impose all the terms and conditions of this Agreement on its transferees.

10.15 The Owner shall furnish all information and documents required by the Developer or its Advocate for verification of their marketable right, title and interest to the A Schedule Property.

10.16 The Owner shall cooperate with the Developer to take out public notice/s in any of the daily newspaper/s, at its cost regarding development of the property by issuance of consent letter and for the purposes of the carrying out the development agreement as and when in the manner required by the Developer with the necessary expedition and diligence.

10.17 The Owner shall pay any tax, cess, duty, charges, etc., required for the clearance of the land for the purpose of development under this Agreement and other amounts payable under this Agreement.



For Hallmark Infra-Conn India Pvt. Ltd.

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Managing Director

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10.18 The Owner shall deposit the amounts payable towards the GST, and any other taxes payable in respect of the C Schedule Areas to be earmarked as per the Supplementary Agreement at the time of delivering the villas to the owners or as and when demanded by the concerned department at the applicable GST rate, to enable the Developer to deliver the same.

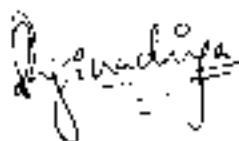
10.19 The Owner shall also deposit all other amounts payable to the Developer including the corpus fund, maintenance charges, refundable security deposit, etc., (unless otherwise adjusted as per the other terms of this Agreement) to enable the Developer to deliver the C Schedule Areas to be earmarked as per the Supplementary Agreement.

10.20 It is agreed to hand over the original documents pertaining to the Property in the custody of the Developer on signing the Development Agreement, if the same were not deposited to secure the project/working capital finance by the Developer. The Developer shall discharge the loan, if any and hand over the original documents to the Association after the completion of the entire project and sale of the D-Schedule Areas.

11. Delegation of Powers and Authority.

11.1 The Owner herein deems it expedient to authorize and appoint the Developer herein, namely, M/s Hallmark Infra-con (India) Private Limited, a company incorporated under the Companies Act, 1956, having its registered office at Unit No 213, Commercial Second Floor, Hallmark HUB, Pipeline Road, Manikonda, Gandipet Mandal, Hyderabad - 500 089, represented by its Managing Director or any other person authorised by him in writing to represent the developer company as their lawful attorney for due discharge of all their obligations under this Agreement and to do the following things and acts, in their names, inter alia.

a) To approach any Government, State, Central or Local or other authorities including Grampanchayat, GHMC, HMDA, TSSPDCL, HMWS&SB, TS Pollution Control Board, Real Estate Regulatory Authority or other private or public body or service provider, for the purpose of obtaining all the necessary permissions, registration, clearances, grants, no objection certificates, change of land use, layout approvals, construction permissions, service connections, modification of plans, or regularization, occupancy certificates, or any other purpose in respect of the A Schedule Property or any part or parts thereof or the constructions to be made thereon.



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b) To gift or otherwise transfer open spaces and common areas in A Schedule Property, in favour of the Association or the Local Authority as the case may be, as per the law or the terms of any permission for construction or other sanction or clearances and execute suitable documents and present the same for registration and to comply with all the formalities of registration.

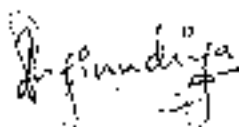
c) To transfer by way of sale, mortgage, lease, gift or otherwise the E Schedule Areas fallen to the share of the Developer (and Plots with Villas out of the C Schedule Areas retained by the Developer in case of default of any amount payable under this Agreement) and to receive consideration in respect thereof and appropriate the same, to issue discharge receipts without having to account for the same, to execute sale deeds or other conveyance in favour of third party purchasers/allottees and to present the same for registration and obtain registration and to deliver possession of the Villas as to such allottees or third party purchasers, and enter into construction agreements with such allottees or third party purchasers

d) To mortgage by way of deposit of title deeds or otherwise, execute Memorandum of deposit of title deeds and register the same before the concerned Sub-Registrar in respect of E Schedule Areas belonging to Developer for availing project finance from the Banks or Financial Institutions and to do incidental acts and things during the course of availing the project finance/loan.

e) To make any adjustments or exchanges of land in respect of A Schedule Property of any part thereof with neighbouring owners for the purpose of attaining proper shape suitable for development and for this purpose execute any Exchange Deed or other conveyance in favour of such third parties.

f) To file, prosecute, defend or withdraw any suit or other proceedings in any Court, Tribunal or other authority, to verify and sign pleadings, affidavits, etc., in respect of A Schedule Property and the constructions to be made thereon or settle the disputes by way of compromise by way of arbitration or otherwise, to sign joint compromise memos, admit the same, and to execute all decrees, orders, etc., and to appoint or remove Advocate/s and to file appeals, revisions, etc. and inform the same to the Owner.

g) Subject to terms of this Agreement, to execute and register the Supplementary Agreement earmarking the shares of both the Developer and the Owner.



For Hallmark Infra-Con (India) Pvt. Ltd.



Managing Director

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h) To appoint sub agents, Attorneys, Contractors, Co-Developer etc., for the purpose of this agreement and to sub-delegate all or any of the powers hereunder granted to the Developer to such sub agents, attorneys, contractors, etc.

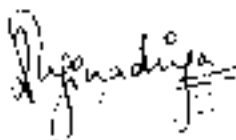
i) And to do all other deeds, things and acts as may be necessary or any way ancillary to the above notwithstanding the same are not specifically mentioned herein and the Owner hereby agree to ratify all such lawful acts done by their attorney or their sub-agent, attorney, etc., in pursuance of these presents.

11.2 Notwithstanding the delegation of powers as above, the Owner shall continue to be liable to discharge all its obligations under this Agreement and shall be liable to cooperate with the Developer in all respects till the entire project is completed and all the entire share or entitlement of the Developer under this Agreement is transferred in favour of the Developer or his nominees and shall not have any claim in respect of the areas fallen to the share of the Developer. The powers delegated to the Developer hereunder, being coupled with the interest created under this Agreement, shall be irrevocable and transferable as such and the right, title and interest of both the parties shall be strictly subject to this agreement and this Agreement or the powers conferred hereunder shall not be affected by death, insolvency or any other reason.

12. Special covenants:

12.1 The Owner hereby undertakes and covenants not to interfere with the development including construction work in A Schedule Property under the scheme and shall not seek any stay or injunction restraining such development including construction pursuant to this Agreement from any Court or other authority on any ground and all their claims against the Developer shall be limited to those mentioned in this Agreement and for recovery of damages, if entitled under Law and the Owner do hereby undertake not to cause any obstruction in any manner for the completion of the project in the interest of the scheme and the third party purchasers.

12.2 The Owner do hereby further covenants to indemnify and to keep the Developer fully indemnified from all or any loss that may be caused to the Developer on account of any defect in the title of the Owner or in the event of the aforesaid declarations found false or otherwise. The Owner hereby covenants with the Developer that in case of any claim in respect of the A Schedule Property, the Owner shall settle such claims at its cost.



For Hallmark Infra-Dev (India) Pvt. Ltd.



Managing Director

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12.3 The Developer covenants that it will complete the development and construction as per the sanctioned plan and the terms of this Agreement and deliver the C Schedule Areas completed in all respects within the stipulated time

12.4 The time stipulated under this Agreement shall not apply in favour of any party in default or against the party not in default or in case of force majeure. For the purpose of this Agreement, "force majeure" shall mean and include any natural calamity, including floods, earthquake, draught and riots, civil war, serious economic and adverse market conditions, natural disasters, accidents due to natural causes and not attributable to the Developer and also any changes in law including Real Estate (Regulation and Development) Act, 2016 and Rules and Regulations thereunder.

12.5 These Special Covenants shall prevail over anything to the contrary in this Agreement and all previous oral/written agreements, understandings, etc., shall stand superseded by this Agreement

13 Construction and defect curing/rectification.

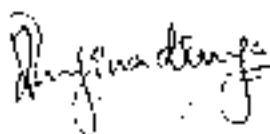
13.1 The Owner shall be entitled to inspect the construction work of the C Schedule Areas at all reasonable hours, on prior appointment from the Developer

13.2 The Developer shall provide and maintain a Register for entering any complaint with regards to the construction and the Owner shall enter any complaint with regard to any defect in construction in respect of the C Schedule Areas.

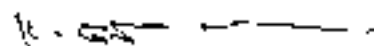
13.3 The Developer shall attend to the complaint regarding construction and rectify the defects, pointed out by the Owner within reasonable time

13.4 If there arises any dispute or difference with regard to the defect or rectification thereof between the Owner and the Developer, the same shall be referred to the Architect overseeing the construction and his decision shall be final.

13.5 The Developer shall designate an Engineer or Supervisor for attending or overseeing the complaints by the Owner and the timings and other terms for inspection by the Owner.



For Hallmark Infra-Conn (India) Pvt. Ltd.



Managing Director

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13.6 The Developer shall not be liable for any defect or deficiency in respect of any equipment or material or service from any specified supplier or manufacturer or service provider or any branded product. However the owner or as the case may be the purchaser or allottee of Villa shall be entitled for the benefit of any warranties given by the manufacturer or supplier, as per the terms of such warranty

14. Title Deeds, Plans and Designs:

14.1 The Developer and the owners shall handover originals of all the title deeds along with sanctioned plans, permissions and other certificates obtained for the purpose of development and original designs, plans and all other papers pertaining to the construction and service connections as to electricity, water supply sewerage, telephone, gas, etc., to the Association.

14.2 The Association shall keep the original documents in safe deposit locker of any public sector Bank, to be operated by at least two office bearers of the Association, including President, who shall be responsible for handover the same to the successor committee as per bye-laws

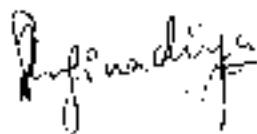
15. Common areas and amenities and maintenance:

15.1 The Developer shall provide the common areas and amenities as mentioned in Schedule E annexed hereto and also those to be provided as per the terms of the sanctioned plans.

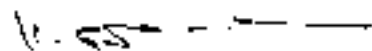
15.2 The Developer shall transfer the common areas and amenities, other than those transferred to the local authority in terms of the sanctioned plan and hand over the same to the Association

15.3 The Association shall maintain the common areas and amenities either itself or through any service provider to the maximum advantage or benefit of all the Villa owners and shall apportion the cost on all Villa owners as per the bye-laws of the Association.

15.4 The Villa owner shall jointly enjoy the common areas and amenities, subject to the maintenance, regulation and control of the Association or its agent or contractor/service provider, to whom the maintenance may be entrusted by the Association



For Hailmark Infra-Con (India) Pvt. Ltd.



Managing Director

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15.5 The Developer or its nominee is entitled to maintain the common amenities, till the completion of the entire project and for a period of not exceeding two years thereafter as may be fixed by the Developer. The Developer shall be entitled to collect lump sum maintenance charges in respect of each Villa @ Rs 2 50 paise per Square Foot excluding GST or any other amounts payable to statutory authorities or at any rate fixed to the Developer for such maintenance period of 2 years which will commence at the time of handing over the Villas. The commencement date for 2 years maintenance period shall be fixed by the Developer and the same is binding on all the Villa Owner including the owners herein and their prospective purchasers. The Developer/Association shall be entitled to impose such penalties as may be required to deter defaults, breach of byelaws, Rules, Regulations, resolutions, etc. The maintenance charges shall be exclusive of user charges payable in respect of club house, gym and swimming pool and other sports utilities by each person using the same, on the basis of the actual user.

15.6 The Developer shall provide the 100% Generator power backup for common areas and amenities and 5KVA back up to each Villa.

16. Club House

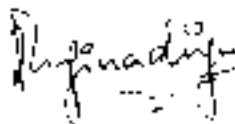
16.1 The Developer shall construct a Club House with the facilities as to Gym, Banquet Hall, Swimming Pool, Guest Rooms, Billiards and Table Tennis Room, Office Room for Society, SPA, etc.. with landscaping.

16.2 The Club House shall be managed and maintained by the Developer or the Agency to which the Developer may handover the management as per Rules and Regulations to be framed separately.

16.3 The owners of all Villas in the A Schedule Property or as the case may be project shall be entitled for membership, which shall be exercised as per such Rules and Regulations to be framed by the General Body of the Members of the Club

16.4 The Developer or the Agency shall be responsible for collection of the user charges and other taxes payable for the usage of the services provided in the Club House and shall have charge over the Villa against any amount due from the member/Owner concerned.

16.5 The Club House has to be managed in a viable manner with best managerial support and it may be entrusted to any outside Agency for management, on such terms as the Developer may deem fit



For Hallmark Infra-Conn (India) Pvt. Ltd.

(Signature)

Managing Director

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16.6 Every member of the Club House shall be liable to contribute the user charges and other amounts towards the supply of such special services as per actual usage or billing therefor and as per the terms and conditions of the supply of the service provider

17. Formation of Association and duties of Villa owners.

17.1 The Developer shall form an Association of Owner of Villas constructed in A Schedule Property or as the case may be project for the purpose of common and watch and ward (security) and for proper maintenance of common areas and amenities including the roads. The Owner and their prospective Purchasers shall also join in Association.

17.2 All the owners of the Villas including the Owner herein (Developer in case of unsold Villas) and their transferees, tenants, licensees, heirs, guests, shall abide by the bye-laws, resolutions, rules and regulations of such Association and shall contribute proportionately towards maintenance charges, corpus fund and other amounts payable to the Association as per such bye-laws, resolutions, etc

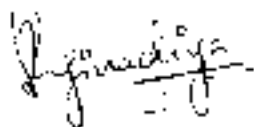
17.3 In case of transfer/alienation of any Villa, such transfers/alienations must be registered with the Association on payment of such fees as may be prescribed by the Association from time to time.

17.4 The elevation and exterior of the Villa shall not be tampered with by the Villa owner or occupier and the Association shall have authority to direct proper maintenance and upkeep of the elevation and exterior painting of all the Villas.

17.5 The Association shall also provide plumbing, sanitary, electrical, gardening, and other services on such charges as may be prescribed from time to time.

17.6 The Association shall have the first charge on every Villa for any or all the amounts due from its Owner or other occupant to the Association. Every Villa owner and his dependent/family members shall be entitled to the usage of the amenities.

17.7 Every Villa owner shall endeavour and strive to be a good neighbour and shall have the community and social spirit. Every Villa owner shall be responsible for proper maintenance and upkeep of the exteriors of his Villa.



For Hallmark Inf-a-Con (India) Pvt. Ltd.

10.02.2011
Managing Director

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17.8 No Villa owner shall cause any damage to/alter the exterior of the Villa or change the colour of the exterior, which will affect the architectural beauty of the Villa. No alterations to the internal corridors, staircases, the exteriors like fixing of grills/mesh or other fixtures, including dish antennas or any other machinery or devices, which affects the architectural beauty, uniformity or integrity of the Gated Community, shall be made, without prior written approval from the Developer/General Body of the Association.

17.9 The Villa owner shall install the air conditioners at the space earmarked/specified by the Developer. Window air conditioners are not allowed to be fixed, which will affect the external beauty of the Villa.

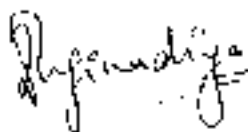
17.10 No Villa owner shall be entitled to make any construction in the Villa or other modifications. Every Villa shall be a single indivisible residential unit and shall not be used in any other manner or purpose. No Villa owner shall be entitled to make any construction outside his Villa.

17.11 Notwithstanding anything hereinabove, the allottee or transferee of every Villa shall be liable to pay the taxes, fees and other charges payable in respect of his Villa to the Municipal Corporation or as the case may be Service Provider and pay the maintenance charges regularly to the Association (irrespective of whether the Villa is occupied or not), from the date of delivery of Villa. The Association shall have first charge in respect of any dues over the Villa and shall be entitled to disconnect any service to the defaulter's Villa. Any dispute between the Association and its members or club house or its member shall be referred to sole arbitrator appointed by the association or as the case may be club house.

18 Corpus Fund:

18.1 There shall be a Corpus Fund for the purpose of periodical repairs and upkeep of the building, common areas and amenities. All the amounts collected or received towards corpus fund, transfer fees, membership fees, fines and penalties, shall become part of the corpus fund of the Association to be managed, operated and maintained as per the terms of this Agreement and Byelaws of the Association.

18.2 The Developer shall be responsible for collection of the Corpus Fund in advance from all the Villa owners including the Owner and purchasers from such Owner and Developer at the rate of Rs.50/- (Rupees Fifty only) per Square Foot.



For Hallmark Infra-Gen (India) Pvt. Ltd.

Managing Director

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18.3 The Developer shall remit the entire amount collected towards Corpus Fund to the Association within three months of obtaining the Occupancy Certificate

18.4 The corpus fund shall be deposited and invested in the most beneficial interest earning deposit in the public sector bank or Government bonds, fetching higher rate of interest or carrying better tax benefits with the previous permission of the General Body.

18.5 The interest accrued on the corpus fund every year shall be credited to the sinking fund, for meeting major repairs, exterior painting, and replacement of equipments, etc. with the approval of the General Body

18.6 The sinking fund shall be kept in interest earning deposit with any public sector bank. The sinking fund shall be used for expenditure other than day to day maintenance, including electricity, energy, water, gas or similar service charges, salaries, wages or some other expenditure, minor repairs, replacement of bulbs and similar consumables, etc.

18.7 The corpus fund shall not be utilized for any purpose whatsoever and interest accrued thereon shall be transferred to sinking fund as above.

18.8 Both the Corpus Fund and the Sinking Fund shall be managed and maintained as per the Byelaws, Rules, Regulations of the Association of the Gated Community

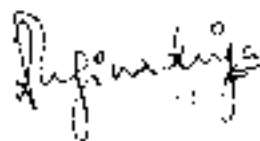
18.9 The Office Bearers of the Association shall be the Trustees of Corpus Fund and Sinking Fund and shall be responsible for any misappropriation or un-authorized utilization thereof.

19. Completion and Handing over of Villas.

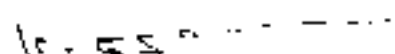
19.1 The Developer shall complete the development of the residential complex within the time stipulated in this agreement.

19.2 The Developer shall hand over the Villas comprising C Schedule Areas completed in all respects to the Owner as per the terms of this Agreement.

19.3 The Developer shall issue notice of completion to the Owner and on receipt of the same, the Owner shall pay all the amounts payable to the Developer in respect of C Schedule Areas and on such payment the Developer shall hand over all the Villas comprising C Schedule Areas to the Owner.



For Hallmark Infra-Dev (India) Pvt. Ltd.


Managing Director

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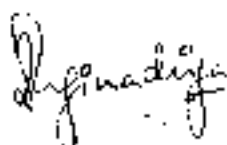


19.4 PROCEDURE FOR TAKING POSSESSION: The possession of the Villas comprising C Schedule Areas will be delivered to the owner by the developer after the same are ready for use and occupation to the owner who has paid all the amounts in terms of this Agreement. The owner shall take possession of the Villas comprising C Schedule Areas after paying in full and all the dues including various deposits mentioned in this agreement and overdue interest if any, within 10 days from the date of receipt of the notice in writing to the owner intimating that the C Schedule Areas are ready for use and occupation. If the Owner fails to take delivery within the time specified in the notice he shall be liable for payment of all on goings including maintenance charges from the date of notice.

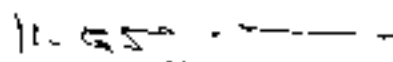
19.5 Failure of Allottee to take Possession of Villa: Upon receiving a written intimation from the Developer as per clause 19.4 the owner shall take possession of the C Schedule Areas from the Developer by executing necessary indemnities, undertakings and such other documentation as prescribed in this Agreement, and the Developer shall give possession of the C Schedule Areas to the Owner. In case the Owner fails to take possession within the time provided in clause 19.4, such owner shall pay an amount of Rs. 10,000/- per month (Rupees Ten Thousand Only) towards holding charges including the costs incurred by the developer for continuance of his establishment beyond the date of completion to the developer and continue to be liable to pay the maintenance charges, club house subscription, and taxes as applicable along with the other charges payable in respect of service connections provided including electricity water supply etc., as specified in para 19.4.

19.6 In view of the scale and enormity of the project the DEVELOPER may obtain the occupancy certificate in due course of time. The Developer shall be discharged from all the obligations under this Agreement on delivery of the Villas completed as per the terms of this Agreement. And the OWNERS shall not raise any objection for occupying the Units in absence of Occupancy certificate. It is clearly understood that the occupancy certificate shall not be a precondition for taking delivery of possession of the Units.

19.7 It is agreed that the date on which the DEVELOPER applies for the issuance of the occupancy certificate irrespective of the date of issuance of such occupancy certificate by the competent authority shall discharge the Developer of all these obligations for completion of the project, and in respect of the compliance of the conditions of the permissions etc.



For Hallmark Intra-Cor (India) Pvt. Ltd.


Managing Director

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20 Payment of Taxes

20.1 The Owner shall be responsible for payment of all arrears of property tax, electricity charges, etc. in respect of the A Schedule Property up to the date of this Agreement.

20.2 The Owner and Developer shall bear the GST or any other Taxes/Fees amount payable to various statutory authorities, proportionate to their respective shares

20.3 The Developer shall bear the NALA charges payable in respect of the A Schedule Property

21. Dispute Resolution

21.1 In case of any dispute or difference arising out of or in pursuance of or in respect of this Agreement (other than those referable to Architect), the same shall be referred to sole arbitrator.

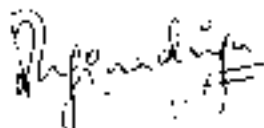
21.2 Since, this Agreement is part of and in pursuance of the understanding between not only the Developer and the Owner herein, but also all other owners in respect of the B Schedule Property of which A Schedule Property is a part, the parties have agreed to have a permanent panel of Arbitrators.

21.3 The Developer shall constitute a Permanent Panel of Arbitrators of not less than three members, out of which the Owner can select any one, who shall be sole Arbitrator. All the Panel Arbitrators shall have regard to the decisions made by the other two Arbitrators in respect of the same question. In case of any disagreement, in respect of any common questions of law or fact, such questions may be referred with reasons to the entire panel, whose decisions shall be final and binding on all members of the panel and also the parties herein or anyone claiming through them

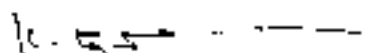
21.4 This arrangement is agreed upon to avoid any multiple decisions

21.5 Notwithstanding anything contained in this Agreement, it is agreed that the Parties are not entitled to seek any stay or other prohibitory order affecting the development scheme or the third party rights and the project has to be completed within the time frame announced or disclosed under RERA.

21.6 The B Schedule Property is situated in two districts, namely, Ranga Reddy and Sanga Reddy Districts and the Parties have, therefore, agreed that arbitral proceedings shall be subject to the jurisdiction of the Courts of Sanga Reddy District only.



For Hellmar's Infra-Cor (India) Pvt. Ltd.


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21.7 The sole Arbitrator shall initiate proceedings within one month of reference and conclude the proceedings within three months thereafter and such time may be extended for a period not exceeding one month at a time and for reasons to be recorded in writing, subject to the maximum time limits prescribed under Arbitration and Conciliation Act, 1996. If the arbitrator fails to pass the award within this time stipulated under the Act, shall be liable to refund the entire fee received by him and the matter shall be referred to another arbitrator. The proceedings shall be started de novo.

21.8 The seat of Arbitration shall be within the limits of GHMC.

21.9 The remuneration for the Arbitrator shall be 1% of the value of such dispute, subject to a minimum of Rs 1,00,000/- (Rupees One lakh only) and maximum of Rs.25,00,000/- (Rupees Twenty-five lakhs only) and shall be contributed by the Party raising the dispute, subject to the terms of the Final Award

22. Notices and communications:

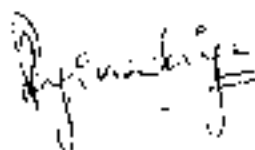
22.1 All notices and other communications shall be sent to the parties by registered post with acknowledgment due at their respective addressed mentioned hereinabove

22.2 The parties shall notify the change of address only by registered post with acknowledgment due.

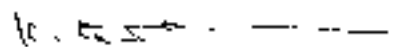
SCHEDULE A

All that the undivided share of land equivalent to Ac.0.16 Gnts. out of Ac.3.16 Gnts in Survey No.249/A/Part of Gopanpally village, Serilingampally Mandal, Ranga Reddy District and the boundaries of the entire extent of Ac 3.16 Gnts are as under:

NORTH	:	Part of Survey Nos.13 and 27 of Osman Nagar village.
SOUTH	:	Part of Survey No.248 and 113 of Gopanpally village.
EAST	:	Part of Survey No.249 of Gopanpally village;
WEST	:	Part of Survey No.246 of Gopanpally village;



For Hallmark Infra-Con (India) Pvt. Ltd.


Managing Director

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SCHEDULE B

All that the land admeasuring Ac.25 17 Gnts situated in Survey Nos 13 and 27 of Osman Nagar village and Survey Nos.246 and 249 of Gopanpally village and bounded as under:

NORTH : Road.
SOUTH : Sy No 247 (Part) & Sy.No 249 (Part) of Gopanpally.
EAST : Sy.No 13 (Part) of Osman Nagar & Sy.No 249(Part) of Gopanpally Village
WEST : Sy No 27 (Part) of Osman Nagar.

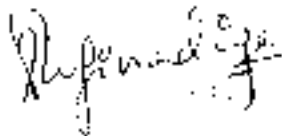
SCHEDULE C

(Subject to the approval by the Competent Authority, Plots allotted to the Owner herein)

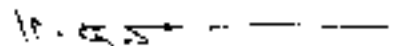
Name of Owner	No. of Plots with Villas	Plot size Sq. Yds.	Built up area Sq. Ft.
Dr. Regina Divya	One	410 (approx..)	4800 (approx..)

SCHEDULE D

SPECIFICATIONS		
1	Structure	Earthquake resistant foundation with R.C.C concrete. Designed for seismic zone.
2	Super Structure	Masonry with good quality solid cement blocks in cement mortar.
3	Plastering	<i>Internal:</i> cement plastering with smooth finish <i>External:</i> Double coat cement plastering.
4	Main Door	Best teak wood frame & flush shutter with Veneer on both sides, with melamine polish and hardware of Doorset/ Godrej or Equivalent make
5	Internal Doors	Medium teak wood frame and reputed make flush shutters with Veneer on both sides with Melamine polish, and fixed with hardware of Doorset/ Godrej or Equivalent make



For Hallmark Infra-Con (India) Pvt. Ltd.



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6	French Doors & Windows	UPVC French doors & sliding windows with mosquito mesh of NCL Wintech/ Aparna or equivalent (<i>Safety grill is at client scope</i>).
7	Painting	<i>Internal</i> : Smooth Wall Care putty finish with two coats of acrylic emulsion paint over a base coat of primer <i>External</i> : Premium quality Wall putty finish with two coats of weather proof paint for front elevation combination of Tiles cladding and Texture Finish <i>Drawing, Living & Dining</i> : Vitrified Tiles Size (4 feet X 2 feet) or (3 feet X 5 feet) of Simpolo/ Aparna/ RAK or equivalent make. <i>Master Bed Room or Home theatre</i> vitrified tiles of size 800mm X 800mm, Simpolo/ Aparna/ RAK or equivalent.
8	Flooring	<i>Other Rooms</i> : Vitrified Tile of size 800mm x 800mm <i>Staircase</i> : Granite Flooring <i>Sit out & Balconies</i> : Vitrified tiles Flooring
9	Railing	<i>Staircase & Balconies</i> : Internal staircase railing will be of SS and First floor front side elevation balcony railing will be of Glass and the remaining balconies railings will be MS.
10	Toilets	<i>Tiles</i> : Best quality anti-skid ceramic tiles of Qutone/ Aparna or equivalent make <i>Washbasins</i> in all toilets with hot and cold mixture, wall-mount EWC, Single lever diverter with shower, Provision for solar water heater Provision for Exhaust fan and geyser, All CP fitting of Jaquar/ Vitra/ American Standard or equivalent quality and sanitary fittings of Vitra/ American Standard/ Jaguar.
11	Kitchen	Glazed Ceramic tiles dado up to 2'0" height above the kitchen Platform. Black Granite Platform with stainless sink with hot and cold water Provision Kitchen platform with Provision for exhaust fan, chimney and Provision for aqua guard.
12	Utility / Wash	Provision for washing machine and dish washer with Glazed ceramic tiles dado upto 4'0" height.

Signature

For Hallmark Infra-Con (India) Pvt. Ltd.

10. 2. 50
Managing Director

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13	Portico	Interlocking designer paver blocks/ Tiles.
14	Electrical	Concealed copper wiring of RR Kabel/ Finolex or equivalent make. Modular switches of Legrand/ North West or Equivalent. Power outlets for Air Conditioners in all bedrooms and home theatre. Power plug for cooking range chimney, refrigerator, microwave oven and mixer/grinder in kitchen. Plug points for TV & Audio systems etc. 3-phase supply for each Villa and individual meter boards. Miniature Circuit breakers (MCB) for each distribution board. DG Back up for the common services and for each villa upto 5 KVA load.
15	Services	Telephone points in all bed rooms, living and dining. Water supply through Hydro-pneumatic system Sewage Treatment Plant, Water Treatment Plant.
16	Amenities	All round compound wall for community with solar fencing. 1. Swimming pool 2. Underground drainage. 3. All Internal BT roads with neatly designed footpaths. 4. Underground cabling. 5. Clubhouse with A/C Gym, Library, Conference hall, office room for society. 6. Security gate with intercom facility. 7. Avenue plantation 8. Children play area with play equipment 9. Municipal Water, if HMWSSB provides and lays down the pipelines till the community for making supply
17	LIFT	Structural Provision will be provided and Purchase of Lift is at Client scope only.

Refinancing

For Hallmark Infra-Con (India) Pvt. Ltd.

K. G. S.

Managing Director

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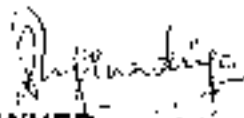
SCHEDULE - E
(Plots allotted to the Developer)

All the remaining plots with proposed built up areas, other than those to be allotted to Owner as per Schedule C above in the B Schedule Property

SCHEDULE - F
(Common areas and amenities)

Water Lines, Electricity Lines, Sewerage Lines, Generator, Transformer, Street Lights, Foot Paths, Club House (other amenities like roads and open spaces are to be transferred to the local authority as per the terms of sanctioned plan).

IN WITNESS WHEREOF the Parties hereinabove have signed and executed this document on the day, month and year hereinabove mentioned, in the presence of the following witnesses:

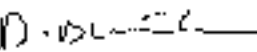
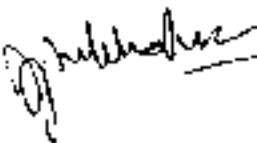

OWNER

For Hallmark Infra-Con (India) Pvt. Ltd.


Managing Director

DEVELOPER

WITNESSES:

1. 
2. 

Bk - 1, CS No 5391/2019 & Doct No
P. 521 / 2619 Sheet 35 of 45 Sub Registrar
5337/2019 Serilingampalli



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ANNEXURE 1-A

1. Description of the Building	Proposed Constructions of Villas in land bearing Sy Nos. 249/A/Part. admeasuring Ac.0.16 Gnts. Gopanpally Village. Serilingampally Mandal, Ranga Reddy Dist.
a) Nature of Roof	R.C.C.
b) Type of structure Pillars	R.C.C. Structure on
2. Total extent of Site	Ac.0.16 Gnts
3. Built-up Area Particulars	9600 Sft. (approx.)
4. Executants' estimate of the Land Value	: Rs. 1,45,20,000/-
5. Construction estimate of the Market Value of the Building	: Rs. 67,20,000/-

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

For Hallmark Infra-Con (India) Pvt. Ltd.



Managing Director

SIGN.OF THE DEVELOPER

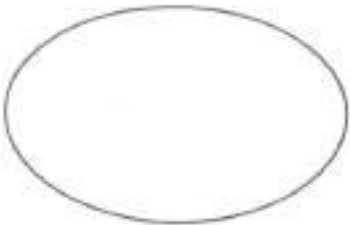
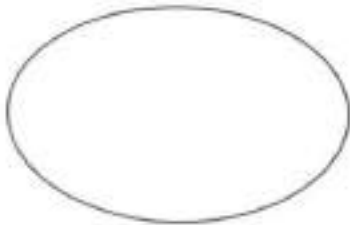
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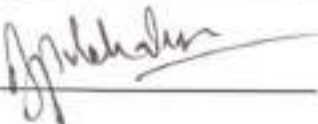
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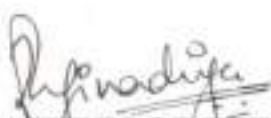


**PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A
OF REGISTRATION ACT 1908**

LEFT THUMB PRINT IN BLACK INK	PASSPORT SIZE PHOTOGRAPH	NAME AND ADDRESS OF PARTIES AND WITNESSES
		DR. REGINA DIVYA W/O DR. JOSEPH RAYMOND PETER, P/O PRESENTLY RESIDING: #39, JORDAN HILLS, GAWBER ROAD, BARNSELY, UK, S75 2AN, LOCAL ADDRESS: PLOT NO:163, PRASHAGAN NAGAR, ROAD NO:16, HYDERABAD - 500110.
		SMT. THUMMA NIRMALA, W/O DR. JOSEPH RAYMOND PETER, R/O PLOT NO:163, PRASHAGAN NAGAR, ROAD NO:72, NEAR ANDHRA JYOTHI PRESS, JUBILEE HILLS, SHAIKPET, HYDERABAD - 500096, TELANGANA.
		
		

SIGNATURES OF WITNESSES:

- 
- 


SIGNATURES OF THE EXECUTANTS

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5337/2019 Serilingampalli



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आधार

భారత ప్రభుత్వం

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అధ్యక్షా, Enrolment No.: 2052/10280/33024

To
శ్రీమతి
Thamma Kirnala
W/O Joseph Rayman, Peter
Plot No 163
Prashanth Nagar, Road No 72
Jubilee Hills
Near Andhra Jyoti Press
Shalipat
Film Nagar
Hyderabad Telangana - 500096
9897785385

Signature

సంతకం



మీ ఆధార్ సంఖ్య / Your Aadhaar No

3592 5727 4082

VID : 9172 8402 3308 5666

నా ఆధార్, నా గుర్తింపు



భారత ప్రభుత్వం

శ్రీమతి
Thamma Kirnala
పు. సంఖ్య: 2052/10280/33024
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సేవలు అందించబడతాయి మరియు సేవలు అందించబడతాయి.

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అధ్యక్షా:
W/O Joseph Rayman Peter, Plot No 163, Near
Prashanth Nagar, Road No 72, Jubilee Hills, Hyderabad
Telangana - 500096

Address:
W/O Joseph Rayman Peter, Plot No
163, Prashanth Nagar, Road No 72, Near
Andhra Jyoti Press, Jubilee Hills,
Shalipat, Hyderabad,
Telangana - 500096



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T. Konda

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Barnsley S70 2LP.

1st July 2019

Date



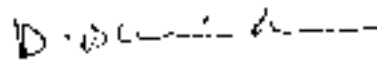
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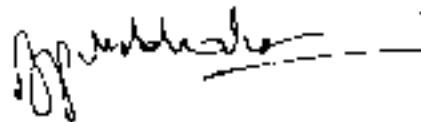

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 Government of India
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 Rattuja Prabhakar
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 Minister, Law & Order

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Serilingampalli
5337/2019



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**PROCEEDINGS OF THE DEPUTY COLLECT & TAHSILDAR, SERILINGAMPALLY MANDAL,
RANGA REDDY DISTRICT**

Present : Sri S. Thirupathi Rao, M.Sc. [Ag].

Proc.No.B/3387/2017

Dated: 28.07.2018

- Sub:- ROR Act 1971- R.R. District Serilingampally Mandal – Gopanpally Village - Sy.No. 249/A, extent Ac. 0.16 gts., Acquisition of right by acquired through Regd. sale deed - Mutation granted – 
- Ref: 1. A/o Kum. Regina Divya D/o Joseph Raymond Peter through Meeseva ID No. MU021701552246, dated : 07.01.2014.
2. This office Form VIII Notice Dated: 09.02.2017.
3. Report of the AMRI, Serilingampally dated: 01.05.2018 & 05.07.2018.

ORDER :

Kum. Regina Divya D/o Joseph Raymond Peter has filed an application with a request to transfer the land bearing Sy.No. 249/A admeasuring Ac. 0.16 gts., situated at Gopanpally village, Serilingampally Mandal as the same was purchased by her from M/s Avatresh Property Developers Pvt. Ltd., vide registered Sale deed No. 1306/2014, dated: 23.01.2014.

Accordingly, notice in Form-VIII of the ROR Act was issued calling for claims and objections if any by persons having any interest over these lands within the stipulated period of (07) days and published by the Village Revenue Officer concerned on Notice Board of respective conspicuous places. In response to the notice published no claims and objections have been received by this office within the stipulated period.

Further as seen from the documentary evidence submitted by the applicants it is found that the pattadar Sri D. Upender Prasad has sold the land admeasuring Ac. 3.16 gts., in Sy. No. 249/A situated at Gopanpally village to M/s Avatresh Property Developers Pvt. Ltd., through registered sale deed bearing document No. 13206/05, dated: 23.01.2014. In turn M/s Avatresh Property Developers Pvt. Ltd., Rep. by Sri A. Srinivas Rama Raju S/o Dr. A.V.S. Raju including AGPA holder M/s Safeway Realtors and Developers Pvt Ltd has sold the land to an extent of Ac. 0.16 gts., in Sy. No. 249/A of Gopanpally village to Kum. Regina Divya D/o Joseph Raymond Peter vide registered sale deed bearing No. 1306/2014, dated: 23.01.2014.

Further as seen from the pahanu for the year 2017-18, the land in Sy. No. 249/A tota admeasuring Ac. 4.16 gts., situated at Gopanpally village is classified as Patta land and recorded in the name of Upender Prasad S/o Parameshwar Prasad as pattadar. Further during the field enquiry conducted by the AMRI of this office, it revealed that the land in question is vacant or ground and covered with compound wall.

In view of the above, it is hereby ordered to transfer the land bearing Sy.No.249/A admeasuring Ac. 0.16 gts., situated at Gopanpally village in the name of following person in the revenue records of Gopanpally village while deleting the name of Seller/Pattadar from the record as shown below.

Sy.No.	Total Extent Ac-Gts	Name of the person to be deleted from the record	Name of the person to be incorporated in the revenue records	Sy.No.	Extent Ac-Gts
249/A	4.16	Upender Prasad S/o Parameshwar Prasad	Kum. Regina Divya D/o Joseph Raymond Peter	249/A	0.16

This order does not effect the subsisting possession rights of the third party if any in the above lands, as this is confined to title rights only for updating the revenue records.

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Serilingampalli

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1999, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 2679, 2680, 2681, 26

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Discussion

with Sy.No.246/P, 249/P, 250/P, 251/P, 251/P, 253/P and 254 of Gopanpally Village of Serilingampally Mandal are in possession of the pattedars. There is no boundary dispute with regard to the said survey numbers. On verification of the Prohibited properties information available online in Registration Department site, it is noticed that, there is a case pending with Income Tax connected case No.ACIIT/CC-1/281B/09 in respect of Sy.No.13/A1 of Osmannagar Village and it is clarified that, there is no boundary dispute between Sy.No.246/P, 249/P, 250/P, 251/P, 253/P and 254 of Gopanpally Village of Serilingampally Mandal and Sy.No.12, 13 and 27 of Osmannagar Village, R.C.Puram Mandal.

Vide reference 10th cited, the DC&Tahsildar, Serilingampally has submitted report that the Market Value assistance in respect of Sy.Nos.246, 249, 250, 251, 253 & 254 of Gopanpally village. In which it is noticed the Market value of the land in Sy.No. 246,251 is Rs.7,500/- per Sq. yards and in Sy.No. 249,250,253,254 is Rs. 1,50,00,000/- per acre. Further it is noticed that the above Sy.Nos. are identified as prohibited. But on verification of the Revenue Records the lands in Sy.Nos.246, 249, 250, 251, 253 & 254 of Gopanpally village are patta lands and not included in the Prohibitory Register under Sec 22-A. Further no Government interest is involved on the above lands.

The DC&Tahsildar, Serilingampally Mandal, it is recommended for conversion of the lands in Sy.Nos.246, 249, 250, 251, 253 & 254 of Gopanpally village, Serilingampally Mandal, Ranga Reddy District.

The report submitted by the DC&Tahsildar, Serilingampally Mandal has been examined with reference to the records and documents produced and also with the A.P Agricultural land (conversion for Non-agriculture) Act, 2006 and decided to collect the amount as under;

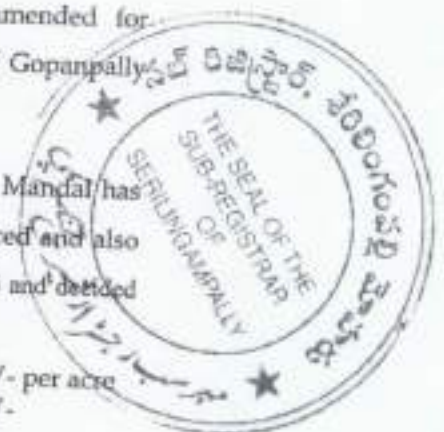
Market value as per SRO records	: Rs.1,50,00,000/- per acre
Extent Ac.3-16 gts	: Rs.5,10,00,000/-
For the Ac.3-16@ 2%	: Rs.10,20,000/-

The request of the applicant is found to be consistent with the provisions of the Act.

Hence, permission is hereby accorded for conversion of the Agriculture land into Non- agriculture purpose on the following terms and conditions.

- 1) The permission is issued on the request of the applicant and he /she is solely responsible for the contents made in the application.
- 2) The grant of permission cannot be construed that the contents of the application are ratified or confirmed by the authorities under the

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5337/26/19 Serilingampalli



4. The applicant has submitted that the land proposed has been used wholly or partly for agricultural purposes and is not liable for the land revenue assessment, therefore no payment of land revenue is due thereon at present.
5. It is also to be noted that right title is clear and that the applicant has no other legal claims on the land.
6. The applicant has not provided a test that is sufficiently influential or compelling to persuade a reasonable individual or a decision maker that the collection or severally for causing any action or proceedings under the law for the time being in force.
7. The consideration fee paid is not to be returned or adjusted otherwise and it is not to be refunded.
8. The authorities are not responsible for any incidental or consequential actions or any loss occurring to anyone or caused otherwise due to or arising out of such permission granted on any false declaration, statement or deposition made by the applicant.
9. The authorities reserve the right to cancel the permission if it is found that the permission is obtained by fraud, misrepresentation or by mistake of fact.

Revenue Divisional Officer
Rajendranagar Division, R.R. Dist.
Sardar Nagar Division, R.R. Dist.

SCHEDULE

Sl. No.	Village & Mandal District	Name of the Company	Sy. No.	Total Extent (Sy. No. wise) Ac. Gts	Extent of which permission granted Ac. Gts	Remarks
1	Gopampally Village, Serlingampally Mandal, R.R. Dist.	Sri Navin Iyer Seepana S/o Ramachandra Rao R/o Hyderabad	248/A	Ac. 3-16 gts	Ac. 3-16 gts	The Applicants has submitted a sum of Rs. 10,20,000/- as a Chaffer No. 000/009488 dt: 14.02.2019. S.B.L. Rajendranagar Branch Rs. 2% towards Basic value in the land proposed for conversion.
			Total	Ac. 3-16 gts	Ac. 3-16 gts	

Revenue Divisional Officer
Rajendranagar Division, R.R. Dist.
Sardar Nagar Division, R.R. Dist.

To
Sri Navin Iyer Seepana S/o Ramachandra Rao R/o Hyderabad
Copy to the DC & Tahsildar, Serlingampally Mandal for taking necessary action

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P. 524, 12019

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Serilingampalli

5337/2019



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GOVERNMENT OF TELANGANA
REVENUE DEPARTMENT

Office of the
Deputy Collector & Tahsildar,
Serilingampally Mandal.

No.B/3376/2017

Dated: 02.2019.

MEMO

Sub:- Lands - Ranga Reddy District - Serilingampally Mandal - Gopanpally Village
- Sy.Nos.246, 249, 250 & 254 - For issue of New Pattedar Pass Books -
Memo issued - Reg.

Ref:- A/o. M.Varalaxmi & others, dt.21.01.2019.

The attention of the applicant is drawn to the reference cited, wherein it was requested to issue Pattedar Pass Book in respect of land in Sy.Nos.246, 249, 250 & 254 situated at Gopanpally Village, Serilingampally Mandal, Ranga Reddy District.

In this regard, it is to inform that the above said land are Non agricultural lands as per the enquiry. As per the Section 2 of A.P. Rights in Land and Pattedar Pass Books Act, 1971 land means, land which is used or is capable of being used for purposes of agriculture, including horticulture but does not include land used exclusively for non-agricultural purposes and pattedar pass books are not issued in GHMC limits.

Therefore, the petitioner request cannot be considered for issuance of Pattedar Pass Books and Title Deed in this matter.

Deputy Collector & Tahsildar
Serilingampally Mandal

To
Smt.M.Varalaxmi & others
Flat No.120, Aster Block,
Shani Townships, Hafeezpet Road,
Hyderabad - 500 049

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5337/2019 Serilingampalli



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2023-07-25

2023-07-25

Challan No: NS5718260719

Challan No: NS5718260719

Bank Code : HDFC

Bank Code : HDFC

Payment NB

Payment NB

Remitter Details
 Name: HALLMARK INFRA CON INDIA PVT LTD
 PAN Card No: AACCH0091D
 Aadhar Card No: *****177
 Mobile Number: PIPE LINE ROAD MANIKONDA
 Address: **Excutant Details**
 DR REGINA DIVYA
 Address: HYDERABAD
Claimant Details
 Name: HALLMARK INFRA CON INDIA PVT LTD
 Address: PIPE LINE ROAD MANIKONDA

Remitter Details
 Name: HALLMARK INFRA CON INDIA PVT LTD
 PAN Card No: AACCH0091D
 Aadhar Card No: *****177
 Mobile Number: PIPE LINE ROAD MANIKONDA
 Address: **Excutant Details**
 DR REGINA DIVYA
 Address: HYDERABAD
Claimant Details
 Name: HALLMARK INFRA CON INDIA PVT LTD
 Address: PIPE LINE ROAD MANIKONDA

Document Nature
 Development Agreement Cum GHA
 Property Situated in(District): RANGAREDDY

Document Nature
 Development Agreement Cum GHA
 Property Situated in(District): RANGAREDDY

Amount Details**Amount Details**

Stamp Duty: 145100
 Transfer Duty: 0
 Registration Fee: 20000
 User Charges: 100
TOTAL: 165200
 Total in Words: One Lakh Sixty Five Thousand Two Hundred Rupees Only
 Date(DD-MM-YYYY): 25-07-2019

Stamp Duty: 145100
 Transfer Duty: 0
 Registration Fee: 20000
 User Charges: 100
TOTAL: 165200
 Total in Words: One Lakh Sixty Five Thousand Two Hundred Rupees Only
 Date(DD-MM-YYYY): 25-07-2019

5672359743415

6672359743415

Stamp & Signature

Stamp & Signature

Bk - 1, CS No 5391/2019 & Doct No

P:521 / 2019

Sub Registrar
Serilingampalli

5337/2019



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