

DEVELOPMENT AGREEMENT- CUM - IRREVOCABLE GENERAL POWER OF ATTORNEY

Construction Value	Stamp Duty Peid	Stamp Duty Payable U/s 41 & 42
Rs.1,85,00,000/-	Rs.100/-	Rs.1,84,900/-

This Development Agreement cum Irrevocable General Power of Attorney is made and sexecuted on this the 26th day of September 2022 at Mancherial by & between :

SADDANAPU RAMCHANDER S/o Muttayya, Aged about 67 Years. Occupation: Retired Employee, R/o H.No.19-453, Mancherial, Mancherial District, Telangana State. [Aadhar No.3988 7827 3430][Pan No.ASCPS6054Q] [Cell No. 9032727903]

(Herein after called as the "LAND OWNER" which term shall mean and include his heirs, alegal representatives, assignees etc., of the said LAND OWNER).

AND

M/s. ELITE DEVELOPERS AND CONSTRUCTIONS, a registered firm incorporated under the Indian partnership Act, 1932 Registration No.218/2021 Dated 22.11.2021 having office at 4-276/3, Zafer Nagar, Sai Nagar, Mancherial, District: Mancherial, Telangana State (Pan No. ABSFM5560A)

Saddanapu Ramchander

Vellanki Tirumala Prasad Khaja Amjed Khan Sori Nyi, Dire Developen and Construction, Managing parties Represented by its Managing Partners

VELLANKI TIRUMALA PRASAD, Son of Sugunabhushan Rao, Aged 60 Years, Occupation: Business, Resident of H.No.2-5-913, Hanamkonda, Warangal-506001.[Aadhar No.8454, 6955 0752][Pan No.AAVPVBO45P] [Cell No. 9849162282]

KHAJA AMJAD KHAN, son of Khaja Mohammad Khan, Aged 56 years Occupation: Business, Resident of H.No.13-391/1, Near, I.B. Mancherial -504208 [Aadhar No. 2280 2979 9476][Pan No.AQOPK18578] [Cell No.8096644666]

(Herein after called as the "DEVELOPER" which term shall mean and include all the legal representatives, executors, administrators, assignces etc., of the DEVELOPER)

THAT WHEREAS S. Satyanrayana S/o Muthalah was the absolute owner and possessor of the land admeasuring 403 Square Yards in survey No.72 situated at Garimilla Village having declared as owner of the said land vide court decree in suit bearing O.S. No. 651 of 1978 by the Hon'ble District Munsiff at Luxettipet.

WHEREAS the said 5.Satyanarayana @ Saddanapu Satyanarayana s/o Muthaiah out of love and affection has gifted said land admeasuring 403 Square Yards in survey No.72 situated at Garimilla Village to his mother Sadanapu Rambai wife of Late Muthalah vide Gift settlement deed document No.2536/87 dt.17.07.1987 registered at SRO. Mancherial.

WHEREAS the said Saddanapu Rambai died and the said house site land admeasuring 403 Sq. yards in Survey No.72 situated at Garmilla village, Mancherial within the limits of the Mancherial Municipality, Mandal & District Mancherial is acquired by the Proceeding mother vide from his succession ROR/6a/Garimilla/267/2001 dated 12.03.2001 issued by the MRO, Mancherial.

THAT WHEREAS V.Sathaiah S/o Nagaiah was absolute owner and possessor of the land admeasuring Acre 0.03 guntas 40 Sq. Yards equivalent to 403 Square Yards in survey No.72 situated at Garimilla Village having declared as owner of the said land vide court decree in suit bearing O.S. No. 651 of 1978 by the Hon'ble District Munsiff at Luxettipet,

WHEREAS the said V.Sathalah S/o Nagaiah has sold the said land admeasuring Acre 0.03 guntas 40 5q. Yards equivalent to 403 Square Yards in survey No.72 situated at Garimilla Village to S. Kiran Kumar s/o Bramaiah R/o Mancherial for a valuable sale consideration through unregistered sale deed. The alienation through unregistered sale deed was validated under section 5-A (4) rule 22 (5) (ii) of the A.P. Record of Rights Act on payment of required registration fee and stamp duty vide Certificate form XIII (B) No. ROR/GR/243/89 dated 19.06.1993 Issued by the MRO, Mancherlal, Thus S, Kiran Kumar became the absolute owner and possessor of the land admeasuring Acre 0.03 guntas 40 Sq. Yards in survey No.72 situated at Garimilla Village.

Saddenepu Ramchander

Vellanki Tirumala Prarad Khaja Amfad Khan her: Mrs. Ine Deutspen and Controllions, Managing animen

Khaja Amjad Khan

WHEREAS the said 5, Kiran Kumar s/o Bramalah has sold the said land admeasuring Acre 0.03 guntas 40 Sq.Yards in survey No.72 situated at Garimilla Village Mancherial within the limits of the Mancherial Municipality, Mandal & Dist: Mancherial to Saddanapu Ramchander 5/o Muttalah R/o Mancherial vide Registered sale deed bearing document No.7669/2013 dated 01.06.2013 Registered at SRO, Mancherial, name of Saddanapu Ramchander 5/o Muttalah is recorded in revenue records vide Proceeding No. ROR/6a/Garimilla/823/2013 dt.01.09.2013 issued by the MRO, Mancherial.

Thus the Land Owner is the sole and absolute owner and possessor of land admeasuring 0.03 guntas & 40 Sq. Yards equivalent to 403 Sq. Yards in survey no. 72 & house site land admeasuring admeasuring 0.03 guntas & 40 Sq. Yards equivalent to 403 Sq. Yards in Survey No.72/51(as per ROR Proceeding) total house site land admeasuring 806 Sq. Yards situated at Garimilla shivar, within limits of the Mancherial Municipality, Mandal & District Mancherial.

WHEREAS the Developer is engaged in Land development and constructions business i.e. construction of commercial complex, residential building, apartments etc., having vast experience in construction and required infrastructure.

WHEREAS the Land Owner has approached the Developer with a proposal to develop his land admeasuring 738 Sq. Yards out of total land admeasuring 806 sq. Yards (as per documents) in survey No.72 of Garimilla shivar, within the limits of the Mancherial Municipality. Mandal and District. Mancherial (Herein after referred to a "SCHEDULE PROPERTY") by constructing Apartment over the Schedule Property as per the existing rules and permissions granted by the government authorities.

WHEREAS the Developer and Land Owner for mutual benefit of both the parties have mutually discussed terms and conditions and agreed for the said proposal of construction of residential apartments consists of (10) ten flats by investing developer funds and technical supervision as per the specifications mentioned in the annexure appended to this Development Agreement and share the built up area in 40:60 ratio i.e. 40% area shall be shared by Land Owner and 60% area shall be shared by the Developer.

The parties herein agree that the builder will prepare a comprehensive plan for construction of residential apartments consists of (10) Ten flats to be constructed over schedule land, accordingly builder has prepared plan, submitted the same with Municipal authorities, got sanction permission for construction of still and further (5) five upper floors vide permit No.0022/BP/3026/2022 dated 18.02.2022 issued by Commissioner, Mancherial Municipality at its own cost.

WHEREAS the parties agree that the Developer shall construct [10] ten flats and deliver (4) four flats to the Land Owner towards 40% percent share in lieu of the development rights given to the Developer. The Developer is entitled for the remaining (6) six flats towards its 60% percent share, the Land Owner shall have no right, title and interest over the said flat area that has fallen to the share of the Developer and developer will have no right. Title and interest over the flat area that fallen to the share of Land owner.

Saddonapu Ramchander

Vellaniti Tinumala Prasad Khaja AmadaKhala For : Not. Bits Countrylet and Canadahan, Managing persons WHEREAS both the parties having understood the terms and conditions of the Development Agreement for construction of residential apariments consist of (10) ten flats over the Schedule Property, agreed to reduce the same into writing.

NOW THIS DEVELOPMENT AGREEMENT CUM IRREVOCABLE GENERAL POWER OF ATTORNEY WITNESSETH AS FOLLOWS:

- That the Land owner is the sole, absolute and exclusive owner and possessor of schedule of the property and that there is no other person or persons having any right, title, share, daim or interest in the schedule property.
- That the Land Owner with a view to develop the schedule property by constructing residential apartment consists of (10) ten flats in the Schedule Property as permitted by the concerned authorities, hereby entrust and handover the physical possession of the Schedule Property to the Developer.
- 3. That the Developer hereby agrees to develop and cause to be developed the schedule property on the terms mentioned herein and as permitted by the concerned authorities by constructing (10) ten Residential flats over the Schedule Property with the specifications annexed along with this Development Agreement. The Developer has obtained necessary permissions that are required to develop the schedule property for construction of residential apartments consists of (10) flats on its own cost.
- 4. That in consideration of the permission granted for construction of proposed residential apartments the Flats allotted to the Land Owner and the Developer against their respective shares, which are equal to 40% and 60% of Built up area of total Flats constructed. Each Party has got right to execute register sale deeds, agreements and other deeds in favour of purchasers and also has right to mortgage in favour of banks, financial institutions, as a security for the loans in respect of allotted shares.
- That the Developer shall construct and deliver the constructed area referred to as per the specifications mentioned in the Annexure within (18) eighteen Months with a grace period of (6) six Months from the date of obtaining the permission from the concerned authorities.
- 6. That the Developer shall carry out the construction work at his own costs, charges and expenses in all respects all or any items of work for development of the said property including all construction materials, labour etc., and other items as per the terms and conditions imposed by the concerned authorities while sanctioning the plan. All finances for completion of the said items of works shall be provided, borne and paid by the Developer alone.
 - 7. That the Land Owner shall not interfere in the construction activity in any manner or obstruct the Developer in the construction of the Apartment and the Developer shall strictly adhere to the construction norms, rules & regulations and any further changes in build-up area after building permissions from the competent authority shall be made with the consent of the Land Owner after acceptance of the terms and conditions therein. Further, the deviations in the construction of the proposed complex in the approved plan shall be made or effected or rectified by the Developer by obtaining necessary permissions from the government authorities and the Land Owner shall concernate for the same as required.

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Vellanki Tirumala Prasad Khais Amjad Rhan For (M), Ets Seystopes and Combustion, Managing sectors

- 8. That the Land Owner shall not be made responsible for any of the taxes such as GST, income-Tax, capital gains Wealth Tax etc., to be paid in respect of Flats sold by the Developer of its 60% share. The Developer or prospective purchasers shall alone be responsible for payment of such taxes. However, the Land Owner shall be responsible for the taxes such as GST, Capital gain, income Tax etc., to be paid for his share of 40%.
 - 9. THAT THE LAND OWNER HEREBY ASSURES AND COVENANTS WITH THE DEVELOPER AS FOLLOWS:
 - a) That the Land Owner hereby authorizes the Developer to enter into agreement of sale and to execute Sale Deed for undivided or framed structure or Semi-finished flat or finished flat in favour of the prospective purchasers at the expenses and cost of the prospective purchaser, collect advances and to issue valid receipts to such purchasers of flats in respect of Developer share of 60% only i.e. (6) six Flats as per allotment.
 - b) That the Developer shall complete the construction of the apartment of built-up area within (18) eighteen Months and along with a further grace period of (6) six Months from the date of obtaining sanctioned plan from the concerned authorities. However (6) six months grace period is granted for completion of the project and delivery of the Flats allotted to the Land Owner. The period of delay if any due to natural calamities, non-availability of any material, preventions, obstructions by judiciary, civil commotion and war etc., is exempted.
 - c) That the Developer may mortgage or create charge over 50% undivided share falling to its share over the construction only over the Schedule Property and borrow funds required for the construction hereunder without the need for the owner joining in the execution of the loan documentation for the share of Developer. However the Land Owner agrees and undertakes to join in the execution of the loan documentation, and registration of mortgage/deposit of title deeds in respect of the entire schedule property if required by the developer for obtaining loan from bank or financial institution. That the Land Owner hereby accepts to handover the original title deeds for obtaining the necessary financial aid or loan for construction of residential apartments consists of (10) ten flats in the Schedule Property to the Developer and for creating mortgage with the financial institutions or banks or any third parties whenever and wherever necessary.
 - d) That the Land Owner shall handover all the originals of title deeds pertaining to the 5chedule Property to the Developer for enabling them to hold and produce whenever and wherever required for obtaining permissions or sanctions from the government authorities including the obtaining the loan from the financial institutions.
 - e) That in case the construction of the said building is stopped or delayed due to intervention of Land Owner for what so ever reason then that period shall be excluded from the duration period of completion as mentioned in the clause 5 of this agreement.
 - f) That the Land Owner hereby assures and covenants to the developers that he has not executed or not entered into any agreements or security or any other registered deeds with any other parties till today in respect of the schedule property. The Land Owner further assures that if any such documents are found, he will hold complete responsibility and negotiate with such type of instruments and clear of them with his own expenses.

Seddanapu Ramchander

Vellanki Tirumala Prased Kirata Amad Khan For: MA. Elie Developers and Construction. Managing partners

- g) That the Land Owner hereby assure and confirm that the Schedule Property is free from all title defects, encumbrances, attachments, mortgages, court litigations and other secured or unsecured debts and there were no any disputes or court litigations or court cases over the Schedule Property and that in case of any such disputes or title defects were found the same will be resolved and settled to make the Schedule Property free from all such disputes or litigations at the costs and expenses of the Land Owner only, the Developer will not incur any financial burden or responsibility.
- h) That the developer shall obtain necessary permissions or NOC from the concerned authorities such as Change of Land Use/availability of Road, Nala NOC etc., and such other dearance in respect of the vacant land in the Schedule Property and the expenses shall be borne by the Land Owner and expenses for permissions or sanctions plan approval by the Municipality, DTCP Permission for construction of the residential apartment. Registration under the RERA and other necessary permissions from the concerned government authorities or agencies for construction of the Apartment shall be borne by the Developer only.
- That the Developer alone shall be held responsible for any defects in construction and shall be enswerable to the Land owner/third Parties/ prospective buyers/RERA and all other competent authorities.
- It is agreed by both the parties that till the project is completed and respective Flats are sold out, till then both parties will be in joint possession of the schedule of the property.
- Any profits by such construction shall be entirely to the benefit of the Developer only
 to the extent of 60 % and the Land Owner shall have no claim over thereon, the Land
 Owner shall not call into question any account or expenditure or other sums, spent for
 building purpose.
- 12. In case of any disputes arise between the parties hereto touching these presents, the matter shall be referred to the arbitrators, one chosen by each party and in case of any difference of opinion between such arbitrators, they shall nominate a common umpire and their award shall be final and binding on both the parties and the relevant provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time shall apply. The place of arbitration shall be at Mancherial only.
- That the Land Owner hereby agreed to join as the member of the society to be formed by all the Flats owners and shall abide by the rules and bye-laws of the society.
- The Land Owner agrees to use and enjoy all the common amenities in the apartment along with the other owners of the Flats.
- The land owner and Developer hereby agree that the building complex shall be named as "RAMS RESIDENCY".

Saddanapu Ramchander

Vellanki Tirumaia Prasad Kisija Amjad Khan

The land owner hereby appoints, retain, nominate and constitute the developer M/s. ELITE DEVELOPERS AND CONSTRUCTIONS, represented by its managing partners as his lawful attorney in respect of the area entitled by developer along with proportionate undivided share of land and to do the following acts, deeds and things

- a) To sell the residential apartments in the Schedule Property to the prospective purchaser/s or his/her nominee or nominees and register the property in favor of the prospective purchaser/s or his nominee or nominees and to handover the physical possession of the property to the third parties of his allotted 60% share.
- b) To execute the sale deed or sale deeds for undivided share or unfinished or semi-finished Flats or finished Flats in favour of the prospective purchasers, receive the consideration money, to present the sale deed or deeds executed by him in favour of the prospective purchasers or purchasers before the concerned Registering Officer, admit execution and receive consideration and procure the registration of said deeds for his allotted share of 60% only i.e. (6) six Flats.
- c) To execute, sign and file all the statements, petitions, applications, and declarations etc., necessary for and incidental to the completion of registration of the said sale deed/deeds.
- d) To appear and act in all courts, judicial authorities, quasi judicial authorities whether original or appellate, in the Registration and other offices of the state and central government and of local bodies in relation to the said property.
- e) To sign and verify plaint, written statement, petitions or claims and objections of all kinds and file therein such courts and offices and to appoint advocates and other legal practitioners to file and receive back documents to deposit and withdraw moneys and grant receipts in relation to the said property.
- f) To act as the attorney or agent of the Land Owner in relation to the said property. In relation to the matter aforesaid and to execute and do all deeds, acts and things, in relation to the said property as fully and effectually in all respects for 60% only share allotted to the Developer.
- g) To prepare the building plans with the help of the Architect for the new building proposed to be constructed on the said land under the present development rules.
- h) To make necessary applications to and sign all papers, to appear before, the Municipal Authorities, to pay necessary fees and premium required for getting the plans sanctioned and to do all other acts and things as may be necessary for getting the plans of the proposed building sanctioned by the Municipal and other authorities.
- To apply for and obtain permission for water supply, electricity supply, laying down drainage and for other amenities as are generally required for a building.

To obtain occupation and completion certificate from the Municipal Corporation after the building is completed in all respects.

Saddanapu Ramchander

Vellasiki Tirumpia Prasad Khaje Amjad Khan For: Mr. Eliz Developen and Constructions, Meneglia partners

- To hold, enjoy, possess and deal with built-up areas including parking spaces, as per the sharing ratio.
- To do generally all other acts and things as may be incidental or necessary and required to be done for the development of the said property by constructing a apartment on Flats ownership basis, transfer of the above said property to the prospective purchasers as fully and effectively in all respects in terms of the said agreement.

The Land owner hereby ratify and confirm and agree to ratify and confirm all the acts, deeds and things lawfully done by the said attorney herein in pursuance of these present

SCHEDULE OF THE PROPERTY

All that land admeasuring 738 Sq. Yards out of 806 Sq.yards in survey No.72 and 72/51 of Garimilla shiver, within limits of the Mancherial Municipality, Mandal and District Mancherial and bounded as under:

EAST : By Open Plot of Vangapelli Sulochana and House of Sheriff

WEST : By House of Janjirala Gowralah

NORTH: By House of Gaddam Laxman Goud and Mandala Ramagoud

SOUTH: By 40 feet Municipal Road

ANNEXURE-1A

+ Location: Ram Hagav/NTR Nagav area & H.H.HO . 19-408

All that Proposed residential apartments constructed over Land admeasuring 738 Sq. Yards out of 806 Sq.yards in survey no.72 and 72/51 of Garimilla shivar, within limits of the Mancherial Municipality, Mandal and District Mancherial

Type of Structure and Nature of the Building	Rcc Roof & Framed Structure
Total extent of site	738 Sq. Yards
Built up area particulars of Total (10) Flats	3360.72 Sq.feets First Floor 3360.72 Sq.feets Second Floor 3360.72 Sq.feets Third Floor 3360.72 Sq.feets Fourth Floor 3360.72 Sq.feets Fifth floor 16803.60 Sq.feets total
Age of the Building	Under construction
Executant's estimates of the Market Value of the property	Rs. 1.85,00,000/-
Market value of the property as per Basic Register	Rs.1,85,00,000/-

Saddanapu Ramchander

Vellanid Tirumaia Prasad Khaja Affari Khar

DETAILS OF (4) FOUR FLATS ALLOTED TO THE LAND OWNER

(As per enclosed plan)

S.No	Particulars of Flat	Flat No.	Extent in Sq. Feets	U/D. Share in land
1	East facing flat in First floor	102	1605.72	70.52
2	North facing Flat in Second Floor	201	1755	77.08
3	North facing flat in Third floor	301	1755	77.08
4	East facing flat in Third floor	302	1605.72	70.52

DETAILS OF (6)SIX FIATS ALLOTED TO THE DEVELOPER

(As per enclosed plan)

S.No	Particulars of Flat	Flat No.	Extent in Sq. Feets	U/D. Share in land
1	North facing flat in First floor	101	1755	77.08
2	East facing Flat in Second Floor	202	1605.72	70.52
3	North fading flat in Fourth floor	401	1755	77.08
4	East facing flat in Fourth floor	402	1605.72	70.52
5	North facing flat in Fifth floor	501	1755	77.08
6	East facing flat in Fifth floor	502	1605.72	70.52

NOTE: This DAGPA Document is prepared in two sets, each party is retaining one set.

IN WITNESS WHEREOF the above named parties have signed on this Development Agreement cum Irrevocable General Power of Attorney with their own free will and consent without any coercion or under influence on the day. Month and Year first mentioned above in the presence of the following witnesses.

Saddanepu Ramchander

Vellanki Tirumala Prasad

Khaja Amjad Khan

For a M/s. Elite Developers and Constructions.

Adamaging partners

(LAND OWNER)

(DEVELOPER)

WITNESSES

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SPECIFICATIONS FOR ENTIRE APARTMENT

FOUNDATION & STRUCTURE	RCC Framed Structure of TMT make Designed to withstand Wind & Seismic loads as per Architect & Structural Engineer Design. Sand of required quality to be used
SUPER STRUCTURE	9" thick External Walls & 4" Internal Walls in Light Weight Bricks/ AAC Bricks. 53 Grade Cement of reputed brands like Birla A-1, Jsw. Orient to be used.
PLASTERING	Internal: Double Coat Sponge Finished Cement Plastering with Putty Finishing.
DOORS	Main Door: Teakwood Frame with Teakwood Paneled Stutter Prished with Polish, Good Quality. Hardware with steel hinges. Internal Doors: Medium Teak wood framed with Laminated Door Shutters of Internal Doors: Medium Teak wood framed with Laminated Door Shutters of Internal Doors and Prished Power Coated Aleminium Fittings
WINDOWS	UPVC Windows with Elegantly Designed M.S Painted Griss. Provision for
PAINTINGS	External: Two coated Exterior Acrylic Emulsion Paint over one coat of Primer of reputed company.
FLOORING	Vitrified Tiles of 2" * 2" size for Badrooms, Diving, Dining & Nitchell, Alluming
KITCHEN	Granite Platform with Stainless Steel Sink & 4" height Dadoing or or Glazed tiles. Provisions for Amagurard, Exhaust fan & Chimney.
UTILITY	Demission for Washing machine, Wet area for Utensi washing
BATHROOM	Sanitary ware of Hind ware/ Cera/ Someny or equivalent make. Hot & Cold Wall Mixer with Shower. Provision for Geysers C.P fittings are Chrome Plated of Hind ware/ Cera/ Someny or equivalent make. Glazed Tites Dado up to
PLUMBING AND	ISI mark PVC/PPR Piping for Water supply. ISI mark Standard SWR Sanitary Piping for Drainage
ELECTRICAL	Concessed Copper Wiring with Finolex/ Anchor or equivalent make in conclust of Standard make for Light, Fan & Power points. Power outlets for Air conditioners in all Bedirooms & hall. Power outlets for Geysers all Bathrooms. Power Plug for Chimney. Refrigerator. Microwave oven Grinder in kitchen. Plug Points for TV. Audio systems etc. All Electrical Fittings of Philips/ Anchor/Roma or equivalent make Provisions for cable connections in Mester Bedroom & Living room.
COMMUNICATION	Telephone points in Living Room. To be provided. CCTV carners to be installed in stilt floor with specified recording time.
LIFT	4 Passenger Lift of reputed make
GENERATOR	Generator of Mahindra/ Ashok Leyland/ Kisloskar/Eicher. As approved by Electrical engineer Back up for one light & one fan in each flat, Lift & Light Points in common area.

NOTE: Any other specifications which are not mentioned in this Development Agreement

will be done at an extra cost.

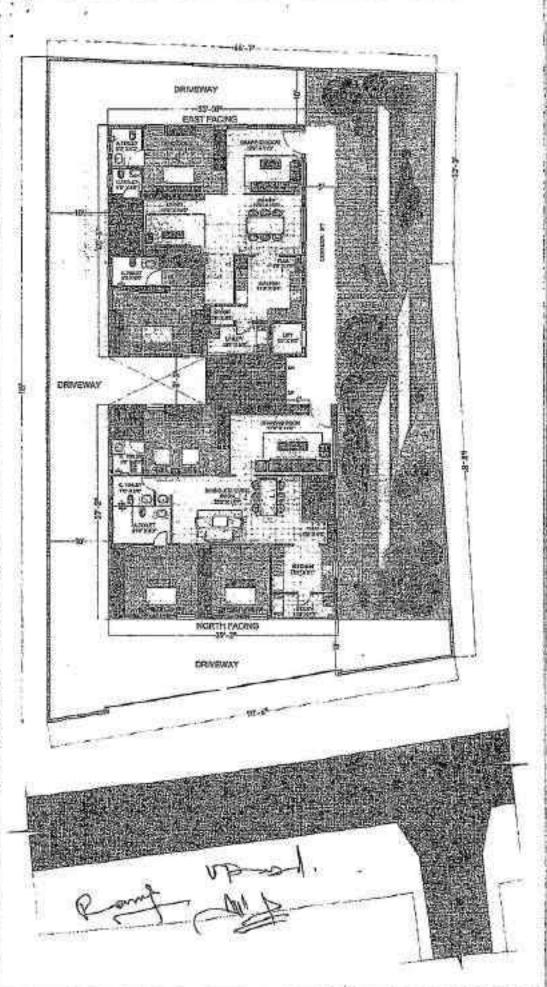
Saddanapu Ramchander

Veltanki Tirumala Prosed For : NVs. Filte Developers and Contractions, Managing partners

Khaja Amjad Khan

(DEVELOPER)

(LAND OWNER)



SALEABLE AREAS

NORTH FACING FLAT-1765 S.Ft

EAST FACING FLAT - 1605.72 S.Ft

NORTH FACING	EASTFACING
Setting to	276 T

BUILDER'S SHARE

101

202

401 402

501

502

LAND OWNER'S SHARE 102

201

301 302



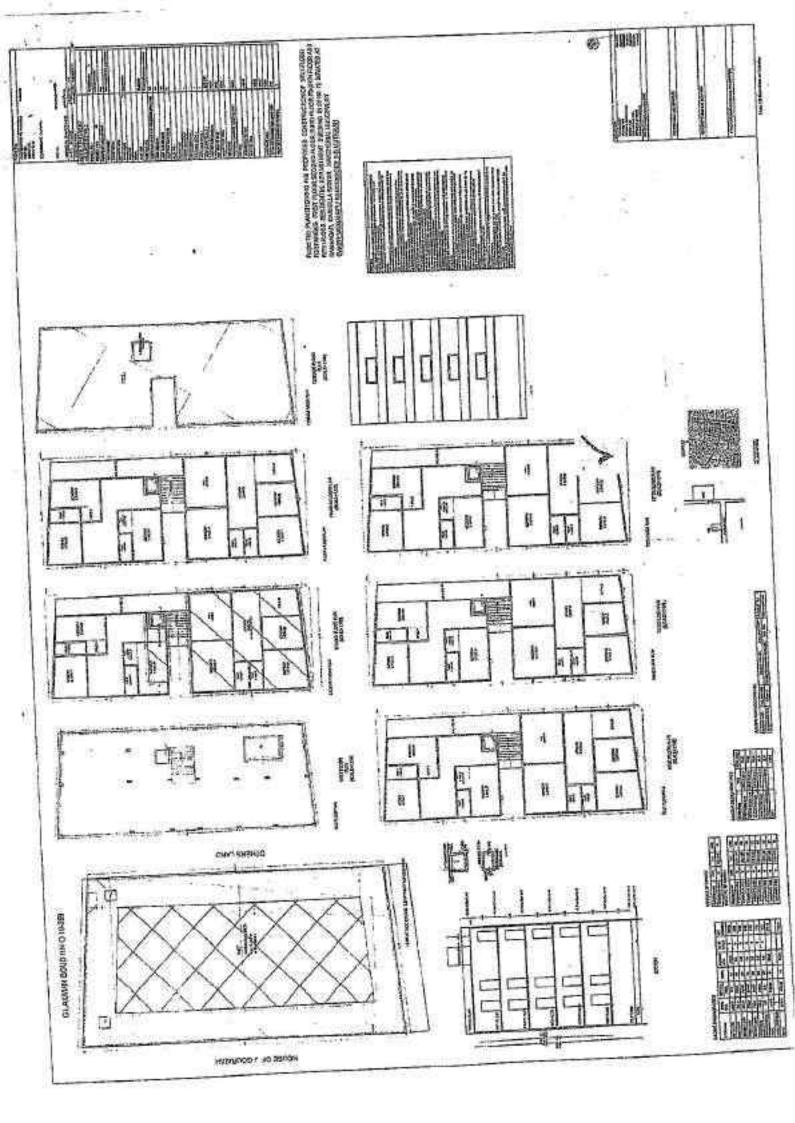
SITE PLAN

TOTAL SITE AREA -7254 sq.ft TOTAL BUILT UP -16,803.6 sft (3360.72sft x 5)

ELITE CONSTRUCTIONS



ARCHITECTURAL: etista, impoporedo Complex, eth Blook, HMT Leyard, Opp Yroyptanyapura Lext Bus Stop, Valvetanyapura, Bongolare 97 Great auxiliary met.com











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DEPARTMENT OF MUNICIPAL AMMINISTRATION GOVERNMENT OF TELANGAMA Suprim Scholan POSSES No.6

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