58 190 8253 Document No 7984/1022



తెలంగాణ तेलंगाना TELANGANA

SI. No. 11578 Date: 14-06-2022

Sold To: Y. Ravi Prasad

S/o: Late. Y. Venkat narayana

R/o: Hyd

For Whom: In Favour of Vaishnaoi Infratech & Developers & Others

Girramath

GOPA SREEMANTH
Licensed Stamp Vendor
Lic. No.15-10-038/2019
RL. No.15-10-072/2022
Shop No.7, Plot No.44, Madhapur,
Serilingampally, Ranga Reddy,

Phone No: 9703416341.

DEVELOPMENT AGREEMENT WITH IRREVOCABLE GENERAL POWER OF ATTORNEY

This **DEVELOPMENT AGREEMENT WITH GENERAL POWER OF ATTORNEY** is made and executed on this the 15th day of June, 2022, at SRO, Champapet, Ranga Reddy District by and between:

MRS. ZAHRA ZAIBUNISSA: W/O Habib Hussain:, aged about _58_ years, Occupation:Teacher, h.No. 11-3-887, Mallepally, Near Anwar UI Uloom College, Nampally, Hyderabad, Telangana 500001

Aadhar No.9243 9546 5290

Pan No.ACEPZ4636K

(Hereinafter referred to as the "OWNER/LAND OWNER" which term shall unless repugnant to the context otherwise mean and include all her respective legal heirs, successors in interest, legal representatives, executors, administrators, nominees, and assignees of the First Part.,)

IN FAVOUR OF

 M/S PRESTIGE ACRES PRIVATE LIMITED registered under Companies Act, 1956 (CIN No. U45400KA2021PTC153545) (PAN No. AAMCP4135C) having its registered office at "Prestige Falcon Tower" No. 19, Brunton Road, Ashoknagar, Bangalore, and Branch office at Level-1, Merchant Towers, Banjara Hills, Road No. 4, Hyderabad, Telangana State Represented by its Authorized Signatory:

Lake Loibum

Hyderabad Hyderabad

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Presentation Endorsement:

Presented in the Office of the Sub Registrar, Champapet along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act. 1908 and fee of Rs. 100000/- paid between the hours of ______ and on the 15th day of JUN, 2022 by Sri Zahra Zaibunissa

Execution admitted by (Details of all Executants/Claimants under Sec 32A): Signature/Ink Thumb Impression Thumb Impression Address. Si No Code CH. SESHAGIRI RADIRINIS
VAISHINADI INFRATECH AND
DEVELOPERS PROVATE LIMITED
REP.DY: Y. SHARATH CHANDRA Unis.a CL (DIRECTOR) P.NO. AS MINTONYAMAGAR, HYD CH. SESHAGRERAG [1514-1-2022-0253] MS. PRESTIGE ACRES PRIVATE LIMITED, REP. BY: R. SURESH KUMAR (AUTHORIZED GIGNATORY) S/O. R. RANDASWAMY CL P'NO. 119. PRESTIGE ROYAL WOODS KISMATPUR, HIMAYATH SAGAR ROAD, HYD 11514-1-2022-0253 ZAHRA ZAIBUNISSA W/O, HABIB HUSSAIN 11-3-867, MALLEPALLY, NAMPALLY, HYD., Sub Registrar Champapet 3 EX ZAHRA ZAIBUNIS [1514-1-2022-825 Identified by Witness: & Doct No Name & Address Signature Thumb Impression St No of 22 HABIB ALI 2 KHIARATHABAD HYD Sheet 8253/2022 S. EVVS N SAI KAUSIK bank-E BK - 1, CS N 7984/2022. MADANNAPET HYD V 5 N SALKALES [1514-1-2022-6253]

15th day of June,2022

Signa Sub Register Champapet

i No	Aadhaar Details	E-KYC Details as received from UIDA): Address:	Photo
1	Aadhaar No: XXXXXXXX5290 Neme: Zahra Zaibunniss	W/O Habib Hussain, Nampelly, Hyderabad, Telangana, 500001	0
2	Aadhaar No: XXXXXXXXX7502 Name: Raja Suresh Kumar	S/O R Ranga Swamy, HYDERABAD, Hyderabad, Andhra Pradesh, 500016	9







MR. R. SURESH KUMAR, S/o. Mr.R. Rangaswamy, aged about 53 years, Designation: Sr.VP- Business Operations, R/o. Plot No.119, Prestige Royal Woods, Kismatpur Village, Himayat Sagar Road, Hyderabad, Telangana 500086. AADHAR No. 772590857502

M/S.VAISHNAOI INFRATECH AND DEVELOPERS PRIVATE LIMITED Registered under companies Act., 1956, (CIN NO. U45200TG2006PTC052007) (PAN No.AACCV3862G) having its registered office at Plot Nos. 11 & 12, Amar Society, Guttala Begumpet, Madhapur, Ranga Reddy District, (Hyderabad) Telangana State, Represented by its Director: SRI.Y. SHARATH CHANDRA, S/o: RAVI PRASAD, aged about 31 years, occupation: Business, Resident of Plot No. 146, Road No. 10-C, M.P. & M.LA. Colony, Jubilee Hills, Hyderabad, Telangana state.

(Hereinafter referred to as the "DEVELOPERS" which term shall unless repugnant to the context otherwise mean and include all their respective successors in interest, legal representatives, executors, administrators, nominees, and assignees of the Second Part.,)

RECITALS:

Whereas

Whereas the Land Lord of the First party herein absolute owner, pattedar and possessor of the agricultural land admeasuring Ac.2-06.42 guntas in Sy. No. 111/1/1/2 Situated at Mamidipally Village, Balapur Mandal, (Previously Saroornagar Mandal, Ranga Reddy District, Telangana State (under Badangipet Municipality) acquired the same by way of virasath succession and the Tahesildar, Balapur Mandal has issued epattedar pass book and Title Deed book bearing No. T05030150537 with Khatha No. 60284 in respect of the above lands in favour of Land Lord of the First party.

- A) Originally, the larger extent of lands situated at Mamidipally Village were owned by Mr. Raja KishanPrashad and others and one Pattadar named Mr. Fakeer Chand conveyed the lands in Survey Numbers 111, 112, 113, 115,119 & 122 to Mrs. Vazeerunnisa Begum in the year 1922 for a valuable sale consideration of Rs.1500/and pursuant to the death of the said Mrs. Vazeerunnisa Begum, the lands which stand in the name of Mrs. Vazeerunnisa Begum in Survey Numbers 111, 112, 113, 115, 119 & 122 of Mamidipally Village were mutated in the name of Mrs. Hafeezunnisa Begum (Daughter of Mrs. Vazeerunnisa Begum in the year 1929.
- B) Pursuant to it, the name of Mrs. Hafeezunnisa Begum is reflected in WasoolBaqi, Sethwar and Pahanies from the year 1962-1963 to 1999-2000 as Pattadar and Possessor of the lands in Survey Numbers 111, 112, 113, 115, 119 & 122 of Mamidipally Village.
- C) Thereafter, Mrs. Hafeezunnisa Begum expired on 27.01.1994 and the lands held by her in Survey Numbers 111, 112, 113, 115, 119 & 122 of Mamidipally Village were succeeded by her two sons i.e., Mr. Syed Kaiser Ali Hashmyand Mr. Syed Asif Ali Hashmy under virasat proceedings issued by Mandal Revenue Officer, Saroornagar Mandal in Proceedings No. A/540/96, dated 27-05-1999 and their names were incorporated in village revenue records as Pattadars and Possessors and the Tahsildar issued Pattadar Passbooks and Title Deeds in their favour.

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Description			In th				
of Fee/Duty	Stamp Papers	Challan u/S 41of IS Act	5-Challan	Cash	Stamp Duty urB 16 of IS act	DD/BC/ Pay Order	Total
Stamp Duty	100	0	594740	0	0	0	594840
Transfer Duty	NA	0	0	0	0	0	0
Rog. Fee	NA	0	100000	0	0	0	100000
User Charges	NA.	0	1000	.0	0	0	1000
Mutation Fee	NA	0	0	0	0	0	- 0
Total	100	0	695740	0	0	0	695840

Rs. 594740r- towards Stamp Duty including T D under Section 41 of LS. Act, 1899 and Rs. 100000r- towards Registration Fersion the chargeable value of Rs. 59474000r- was paid by the party through E-Challan/BC/Pay Order No. 213WV7150622 dated .15-JUN-22 of ,SBIN/

Online Payment Details Received from SBI e-P

(1), AMOUNT PAID: Rs. 695790/-, DATE: 15-JUN-22, BANK NAME: SBIN, BRANCH NAME: , BANK REFERENCE NO: 9784711871040, PAYMENT MODE CASH-1001138 ATRN 9764711871040, REMITTER NAME VAISHNAOI INFRATECH AND DEV. P LTD. EXECUTANT NAME: ZAIBUNNISA ZAHARA CLAIMANT NAME: VAISHNAOI INFRATECH, DEV. P LTD. ANOTHER) Signature distance of the Signature of t

15th day of June,2022

Certificate of Registration

Registered as document no. 7984 of 2022 of Book-1 and assigned the identification number 1 - 1514 - 7984 -2022 for Scanning on 15-JUN-22

> Champapet (P.Madhusudhan Reddy)

Generated on: 15/06/2022 04:05:19 PM





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- D) Subsequently, the Revenue Authorities have issued Passbook bearing No. 390601 vide KhathaNo. 544 in favourofSyedKhisar Ali Hashmy in respect of the land admeasuring Acres 30-20Guntas comprising of Acres 9-20 Guntas in Survey No. 111, Acres 9-24Guntas in Survey No. 115 and Acres 11-16Guntas in Survey No. 122 of Mamidipally Village, during his life time executed a WILL deed in favour of Land Lord of the First party herein and others bequeathing the above referred lands equally.
- E) Mr. Syed Khaisar Ali Hashmy expired leaving behind the Land Lord of the First party herein and others as his legal heirs to succeed the lands left by him.
- F) That the Revenue authorities have granted succession and mutated the part of lands of Acres 30-10Guntas comprising of Acres 9-20 Guntas in Survey No. 111, Acres 9-24Guntas in Survey No. 115 and Acres 11-06Guntas in Survey No. 122 of Mamidipally Village in favour of Land Lord of the First party herein and others and issued epattedar pass book and Title Deed book bearing No. T05030150537 with Khatha No. 60284 in favour of Land Lord of the First party. For the lands Ac.2-06.42 guntas in Sy. No. 111/1/1/20f Mamidipally village.
- G) Thus, the Land Lord of the First party has become the absolute owner, pattedar and possessor of the Ac.2-06.42 guntas in Sy. No. 111/1/1/2, of Mamidipally Village.
- H) Whereas the land admeasuring Ac.1-2642guntas8037 Sq. Yards in Sy. No. 111/1/1/2/1/10fMamidipally village converted from agricultural to Non-agricultural through proceeding No. 2200592496, dated 14-06-2022 by the Tahsildar, Balapur Mandal, Ranga Reddy District.
- The Developers are desirous of developing Lay-out of Residential Plots ("Project") in the Schedule Property by combining it with the adjacent lands. The Owner has agreed to contribute her land i.e. Ac.1-2642 guntas 8037 Sq. Yards in Sy. No. 111/1/12/1/1 , situated at Mamidipally Village, Balapur Mandal, Ranga Reddy District, Telangana State, under Badangpet Municipality into a common pool along with the adjacent owners of the land and facilitate to develop Residential Plots Project with common amenities and facilities and consequently agreed to share the plots proportionate to the extent of ownership of land held by each of them. The Developers have also agreed to join all the adjacent lands into a single residential project with common amenities and facilities and enter into a development agreement with such terms and conditions as it may think fit and appropriate.
- J) The Developers will enter into separate development agreements with each of the adjacent owners and will enter into a supplementary agreement along with all the owners forming part of the project after obtaining the Lay-out permit and share the plots on mutually agreed terms.
- K) Notwithstanding anything contrary contained in this agreement, it shall be Construed that:

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- (i) Any reference to the development of Schedule Property, contribution of the property by the owner and the development agreement, it shall always be construed and deemed to be referring to the joint development agreement having and combining the entire extent of project area, which includes the Schedule Property and as well as the Owner and respective Schedule Property subject to the context and meaning.
- (ii) All the Development Agreements are part of the Project, and their terms and conditions shall always be read in harmony and meant to be referring to the joint development of the schedule land along lands of the adjacent owners with mutual/respective rights, obligations and sharing of the respective plotted area on the project land.
- J) Whereas, the Developers have capability in developing residential properties and has agreed to develop the Schedule Property on the terms and conditions mentioned herein.
- K) The Owner and the Developers having discussed the terms of the development are desirous of reducing the terms of their development into writing.

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

1. Definitions:

- "Act" means the Real Estate (Regulation and Development) Act, 2016.
- 1.2. "Affiliate" means with respect to any Person (as defined hereinafter), any other Person that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under the common control of, such Person. The expressions "control", "controlling" or "controlled", in relation to any Person, means the possession, direct or indirect, of the power to direct, or cause the direction of the management and policies of such Person, through ownership of the voting securities or partnership interests, whether by contract or otherwise;
- "Agreement" means this Development Agreement cum Irrevocable General Power of Attorney.
- 1.4. "Approval(s)" means any and all approvals, authorizations, licenses, permissions, consents, no objection certificates (including, for the avoidance of doubt, the Sanctioned Plan and all approvals required in connection with or pursuant to the Sanctioned Plan) and insurances for the commencement of the development of the Project including without limitation, environmental clearances, consent for establishment, change of land use, conversions, temporary power connections and all other approvals and/or permissions from any other statutory or Governmental authorities whether State or Central, as may be applicable or required for the purposes of commencing Lay-out and development activity, on the Schedule Property;

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- 1.5. "Association" shall mean, the Association to be formed by the plot Owners for their welfare for the purpose of maintenance and management of Common Areas and Amenities in Schedule Property or the Project including the Schedule Property.
- 1.6. "Common Areas" means and include all such areas which are available for common enjoyment, such as, water tanks, parks, play areas, pathways, roads, club houses, septic tanks, and all such amenities including parking areas etc.;
- 1.7. "Developer's Share" means the Saleable Area as allocated to the Developer's Share in Schedule B to this Agreement, more fully detailed or identified in the Supplementary Agreement to be entered into in between the Owner and the Developers as defined in this agreement.
- 1.8. "Development Period" means the time allowed for the Developers under this Agreement to Develop the Project from the date of securing the Sanctioned Plan till the date of delivery of possession of the Owner's Share to the Owner by the Developers, i.e., not exceeding a period of 12 months and the grace period of additional 6 (Six) Months; from the date of release of the Approval(s) necessary for commencing the Lay-out. (Time for obtaining permissions/approvals is 12 months).
- 1.9. "Encumbrances" means any pledge, lien, non-disposed undertaking, charge, mortgage, priority, hypothecation, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, liens pending, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the Schedule Property and/or the Project;
- 1.10. "Owner's Share" means the Saleable Area as allocated to the Owner Share in Schedule B to this Agreement; more fully delineated or identified in the Supplementary Agreement to be entered between the Owner and the Developers as defined in this agreement hereunder.
- "Person" includes any individual, firm, company, governmental authority, joint venture, association, partnership or other entity (whether or not having separate legal personality);
- 1.12. "Project" shall mean the development or refer to process of development of the Schedule Property into a Residential plots, in accordance with the Approvals secured by the Developers and in pursuance of this Agreement.
- "Project Plan" shall mean the plan prepared by the Developers for the Lay-out of plots and development of the Project;
- 1.14. "Rules" means Telangana Real Estate (Regulation and Development), Rules 2017;

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- 1.15. "Saleable Area" includes plotted area.
- 1.16. "Sanctioned Plan" means the Project Plan as approved by the concerned statutory authorities, subject to any changes required to be made thereto for procuring such Approval of the concerned statutory authorities.

Words and expressions used but not defined in this Agreement, but defined in the Act, shall have the same meanings respectively assigned to them in the Act.

Scheme for Development:

- 2.1. The Owner hereby contribute Schedule Property along with the adjacent owners for the purpose of development into the development scheme on the assurance of the Developers to develop the Schedule Property into a Residential Plots Project and the Developers agree to obtain Approvals and develop the Schedule Property as per the permissions granted by the relevant authorities and as per the provisions of the Act and the Rules.
- 2.2. The Project shall be developed by the Developers in strict compliance of applicable laws and regulations and the specifications of the Project as laid down in Schedule C.

Rights of the Developer.

- 3.1. The Developers are hereby granted with the development rights over the Schedule Property and a license coupled with interest and is permitted to have possession of the Schedule Property for the purpose of carrying out the development works as per the terms of this Agreement.
- 3.2. The Developers have the right to combine the Schedule Property with the adjacent lands and develop the entire extent of the land as a single project and allot the plotted area as per the proportionate share of land in the project area.
- 3.3. The Developers shall be entitled to sell, mortgage or otherwise transfer its share and execute sale deeds or other modes of conveyance in favour of the purchasers or their nominees, without any further reference or resort to the Owner, only after execution of the Supplementary Agreement duly earmarking the share of the Owner and Developers 1& 2 of the second party thereto and subject to compliance of the Act.
- 3.4. The Developers shall be entitled to advertise, offer for sale and enter into Agreement of Sale with third parties in respect of its share, receive monies, issue discharge receipts and appropriate the proceeds, but in strict compliance with the Act and Rules.
- The Developers shall, at their own costs and expenses, be entitled to deal with all the statutory authorities including Greater Hyderabad Municipal Corporation

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- (GHMC)/HMDA/DTCP and the Service providers including the TSSPDCL, HMWS & SB etc., for the purpose of this Development Agreement on behalf of the Owner.
- 3.6. The Developers shall be entitled to appoint or remove professionals like architects of international repute, structural engineers, interior designers, electrical and other * consultants of repute and on such terms as they deem fit and proper.
- 3.7. The Developers 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.

4. Developer's Duties:

- 4.1. The Developers shall develop the Schedule Property along with adjacent lands as a Lay-out of Residential plots project and for that purpose strictly follow the provisions of the Applicable Acts and the Rules.
- 4.2. The Developers at their costs shall prepare or cause preparation/draw the plans/drawings/designs, etc., and submit the same to the GHMC/HMDA/DTCP or to any competent authority for Approval(s).
- 4.3. The Developers shall obtain all the necessary Approval(s), permissions, NOCs, clearances etc., including Sanctioned Plan at their costs and efforts, well within a period of 12 (Twelve) Months from the date of registration of this Agreement. However, if Developers fail to obtain the approval within 12 months, a further grace period of 6 (Six) Months is allowed ('Inception Period').
- 4.4. Subject to procuring Approval(s) as aforesaid, the Developers and the Owner will enter into a Supplementary Agreement to this Agreement demarcating the areas finally falling to the share of respective Party. However, once the tentative Plans are prepared before obtaining Permissions the Owner and the Developers agree to enter into MoU demarcating and allotting the Plots falling to their respective shares. The said MoU shall be executed on the date of registration of this Development Agreement Cum General Power of Attorney.
- 4.5. The Developers shall complete the Project in Schedule Property and deliver the Owner's share duly completed in all respects, to the Owner as per the terms of this Agreement, within a period of 12 (Twelve) Months along with an additional 6 (Six) Months grace period from the date of the release of the Approval(s) necessary for commencing Lay-out.
- 4.6. The Developers shall alone be liable for all expenditure for the purpose of development including the Lay-out charges, administrative and marketing costs 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, Contract Labour Act etc., or any other expenditure required for or incurred or liable to be incurred for the purpose of the Lay-out and other development of Project as per the terms of this agreement.

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- 4.9 The Developers 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 including the RERA Act and the RERA Rules. However, Title Insurance if mandated by RERA Act would be the responsibility of the Owner only for the Owner's share of Plots. However, in such event, the Developer can proceed ahead and obtain such insurance policy as may be required and can have such premium reimbursed by the Owner in respect of Owner's share of Plots.
- 4.7. The stamp duty and registration charges for this Agreement as well as the Supplementary Agreement that would be executed later shall be borne by the Developers alone.
- The Developers shall adhere to the Sanctioned Plan, specifications and other terms of this Agreement.
- The Owner shall refund the Interest Free Security Deposit paid by the Developers 4.9. under this Development Agreement cum General Power of Attorney after the completion of development of Residential Layout of Plots in all respects as per the sanction plan and at the time of handing over of the Plots falling to the share of the Owner. The Developers shall be entitled to have lien over part of the areas allocated to the Owner as per Schedule B to this Agreement, or as earmarked in the Supplementary Agreement as the case may be, till the entire interest free refundable security deposit amounts are refunded or fully paid. If such interest free refundable security deposit amounts are not paid or paid partially, even after due notice of 30 (Thirty) days to be issued in writing to the Owner, the Developers shall be entitled to sell only the saleable plots which are proportionate to the value of the interest free refundable security deposit amounts, as may be outstanding at that point of time, in ... accordance to the then existing market rate per square yard out of the areas earmarked in Schedule B and more fully delineated in the Supplementary Agreement for realization of the amounts due and in such case, the authority and power of attorney to sell granted under this Agreement shall extend to such areas earmarked as above, to be sold for realization of the amounts due to the Developers. The Owner shall refund or reimburse all such refundable security deposit amounts due, if any, to the Developers at the time of delivery of the Owner's share in accordance with the terms of this Agreement.

5. Sharing of Areas:

- 5.1 The Developers agree that in consideration of the Schedule Property being given for development under this Development Agreement cum General Power of Attorney, the Owner shall be entitled to 70% (Seventy Percent) share in the developed areas viz. Residential Plots, with a proportionate right to use the common amenities and common areas proposed to be developed in the Schedule Property.
- 5.2 That in lieu of the Developers undertaking the development of the Schedule Property with the specifications mentioned in Schedule-C to this Agreement at its cost and

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- effort, the Developers shall be entitled to 30% (Thirty Percent) share in the developed areas viz. Residential Plots, with proportionate right to use the common amenities and common areas proposed to be developed in the Schedule Property.
- 5.3 The Supplementary Agreement shall be executed within a period of 30 (Thirty) days from the date of obtaining the approval.
- 5.4 Each party shall be liable to bear their respective share of taxes such as TDS and such other taxes as applicable on the basis of cost of construction method.

6 Rights of the Owner:

- 6.1 The Owner shall be entitled to have the Schedule Property developed and completed in all respects as per the Sanctioned Plan, specifications and other terms of this Agreement and the Owner's Share be delivered to them within the stipulated time.
- 6.2 The Owner shall be entitled to sell or transfer her share to third parties, on her own right and title independently, without the Developers intervention. However, the Owner at her option may require the Developers to be joined as a Party to any or all conveyance deeds executed with regard to transfer of any Plot in the Owner's Share.

7 Duties of the Owner:

- 7.1 The Owner shall at all times be liable to ensure that her title to the Schedule Property remains clear and free of any encumbrances.
- 7.2 The Owner to the extent obligated from her/their side or requires her intervention under law, shall cooperate with the Developers for due implementation and completion of the Project and Lay-out of Plots in the Schedule Property.
- 7.3 The Owner do hereby undertake not to cause any obstruction in any manner for the completion of the Project during Development Period in the interest of the development scheme and the third party purchasers and shall not seek any stay or injunction restraining such development including Lay-out of plots from any Court or other authority and all their claims against the Developers shall be limited to those mentioned in this Agreement and for recovery of damages, if entitled under Law.
- 7.4 The Owner hereby delivers the physical possession of the Schedule Property to the Developers for the purpose of development of the Schedule Property and fulfill all its obligations as per the terms and conditions contained herein.
- 7.5 All Taxes/Fees on the Schedule Property prior to the execution of registered agreement shall be completely borne by the Owner.
- 7.6 The Owner hereby undertakes to provide full assistance and cooperation in order to enable the Developers to obtain all Approvals, as contemplated herein.
- 7.7 The Owner hereby agrees and acknowledges that the Owner shall not revoke the permission herby granted under this agreement to the Developers to develop the Schedule Property during the Development Period, as the Developers will be

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incurring expenses for Lay-out of plots including everything based on the Agreement with the Owner.

7.8 That the Developers herein already paid the conversion charges for conversion of schedule property from Agricultural to Non-agricultural and got proceedings from authorities.

8 Representations, Warranties And Covenants:

- 8.1 Subject to the provisions of this Agreement, the Owner make the following representations and warranties:
 - (a) The Owner has a clear and marketable title to the Schedule Property and have full rights, powers, authority and capacity under law to enter into this Agreement for granting development rights to the Developers;
 - (b) The Owner is in peaceful possession and enjoyment of the Schedule Property and that there are no squatters on the Schedule Property;
 - (c) The Schedule Property is free from all encumbrances and there is no action or inaction which could render the transaction contemplated by this Agreement as void/ unenforceable or untenable under law:
 - (d) Save the rights or interest if any arise in terms of this Agreement, the Schedule Property is not subject matter of any acquisition, requisition or affected by any reservation or order of any Government authority, judicial or quasi-judicial authority adversely affecting the development of the Project on the Schedule Property;
 - (e) The Owner is having unrestricted rights of alienation of the Schedule Property together with the Lay-out of plots thereon, and that other than the Owner, no other Person(s) has/have any right, title, interest and/or claim of whatsoever nature in or upon the Schedule Property and the Owner is absolutely entitled to deal with the Schedule Property as she may deem fit and proper without any legal impediment(s) or disability (ies) of any nature whatsoever including without requirement of any approval or no-objection under Section 281 of the Income Tax Act 1961;
 - (f) The Owner has all the power and authority to enter into and perform this Agreement and upon execution, this Agreement would constitute legal, valid and binding obligations of the Owner;
 - (g) The Owner has not entered into any agreement(s) for sale or alienation of the Schedule Property in any manner whatsoever or any other arrangement(s) for development or otherwise of the Schedule Property with any other Person(s), nor have they issued any power(s) of attorney or any other authority, oral or otherwise empowering any other Person(s) to deal with the Schedule Property in any manner howsoever;

(h) Entering into and performance of this Agreement does not conflict with any

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- applicable laws and regulations or any agreements or documents to which the Owner is a party.
- The execution of this Agreement and the performance of the obligations herein by the Owner is not contrary to and/or contravene any court order, judgment or decree applicable to the Owner;
- The Schedule Property is free from all environmental restrictions and is fit for the purpose of the development of the Project;
- (k) The Owner is solvent and is in a good financial standing to meet its obligations under this Agreement.

9 Exclusive Development Rights:

- 9.1 The Owner hereby irrevocably grants to the Developers the exclusive right and license to develop the Project on the Schedule Property from the date of this Agreement.
- 9.2 Save as otherwise provided in this Agreement, no one other than the Developers shall be entitled to undertake the development and Lay-out work on the Schedule Property. The Developers may undertake the same either by themselves or through competent contractors and sub-divide the work or appoint sub-contractors as they may deem fit and proper and the terms and conditions in this Agreement are equally applicable to them as they are deemed to have been in the same footing to that of the Developers.
- 9.3 Notwithstanding anything contained to the contrary,
 - a) The Developers shall be free and entitled to dispose off their share of area developed in the Project in such manner as they may deem fit without requiring any consent from the Owner; Only in accordance to the provisions of the Act and only after execution of Supplementary Agreement earmarking the allocation among themselves after obtaining the sanctioned permission.
 - b) The Developers shall alone be entitled to determine the name of the Project. However, the Developers may consider requests/suggestions made by the Owner with regard to naming the Project.
 - c) The Developers are entitled to display/affix their name and/or brand name permanently on the Schedule Property or the Lay-out made thereon and the same shall not be removed at any point of time.
- 9.4 The Developers recognize that this Agreement imposes legal, valid and binding obligations on the Developers to be complied and strictly adhered to timelines stipulated under this Agreement

10 Marketing and Sales:

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- 10.1 The Developers shall have the exclusive right to market and sell the Plots falling to Developer's Share only after allocation of their share of Plots in the Supplementary Agreement.
- 10.2 Upon the request of the Owner, the Developers can sell the share of the Plots belonging to the Owner at the rate fixed by the Owner and proceeds from such sale shall be remitted to the Owner's account. However, Developers shall be entitled to deduct a marketing and sales fee as agreed. (under a separate agreement).

11 Security Deposit:

- 11.1 The Developers shall pay an amount of Rs. 70,57,126(Rupees Seventy Lakhs fifty seven thousand one hundred and twenty Six only) to the Owner towards interest free refundable security deposit ('Security Deposit'), comprising of cheque No. 002074, drawn on Kotak Mahindra bank, Bangaluru by Developer No. 1 and Cheque No. 434408, drawn on State Bank of India, Kavuri Hills, Hyderabad by the Developer No. 2 and both dated 24-09-2021 and the owner hereby admits and acknowledges the receipt of the same.
- 11.2 The Owner shall refund or reimburse all such interest free refundable security deposit amounts due to the Developers at the time of delivery of the Owner's share in accordance with the terms of this Agreement.

12. Irrevocable General Power of Attorney:

As per and subject to the provisions of this Agreement, the Owner herein deems it expedient to authorize and appoint the Developers herein, namely, M/S PRESTIGE ACRES PRIVATE LIMITED registered under Companies Act, 1956 (CIN No. U45400KA2021PTC153545) (PAN No. AAMCP4135C) having its registered office at "Prestige Falcon Tower" No. 19. Brunton Road, Ashoknagar, Bangalore, and Branch office at Level-1, Merchant Towers, Banjara Hills, Road No. 4, Hyderabad, Telangana State Represented by its Authorized Signatory: MR. R. SURESH KUMAR, S/o. Mr.R. Rangaswamy, aged about 53 years, Designation: Sr.VP- Business Operations, R/o. Plot No.119, Prestige Royal Woods, Kismatpur Village, Himayat Sagar Road, Hyderabad, Telangana AND M/S.VAISHNAOI INFRATECH AND DEVELOPERS PRIVATE LIMITED Registered under companies Act., 1956, (CIN NO. (PAN No.AACCV3862G) having its registered office at Plot Nos. 11 & 12, Amar Society, Guttala Begumpet, Madhapur, Ranga Reddy District, (Hyderabad) Telangana State, Represented by its Director: SRLY. SHARATH CHANDRA, S/o: RAVI PRASAD, aged about 31 years, occupation: Business, Resident of Plot No. 146, Road No. 10-C, M.P. & M.L.A. Colony, Jubilee Hills, Hyderabad, Telangana stateor any other person duly authorized by the Firm; as her lawful attorney for due discharge of all her obligations under this Agreement and to do the following things and acts, in her name, inter alia:

 To enter the Schedule Property, survey the same, prepare layout and service plans, detailed drawings etc. and to sign and apply and follow up with all the concerned regulatory authorities, the matters relating to grant of licenses, approvals, sanctions,

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consents and registrations under relevant laws, rules, regulations, orders, notifications, for and in respect of the Schedule Property, to obtain sanctions and approvals of layout plans, zoning plans, completion/occupancy certificates etc., as required under applicable laws, rules, regulations, orders, notifications from time to time.

- To do all such acts, deeds and things as may be required to land scape, divide/ sub divide the Schedule Property or carry out, or cause to be done, all technical and engineering activities for the purposes of the development of the Schedule Property and Lay-out of the plots.
- By themselves or through third party contractors, to dig, Lay-out the plots including amenities and complete the Lay-out on the Schedule Property and to submit all undertakings, agreements, affidavits, declarations, applications, bonds, etc., on behalf of the Owner, as required from time to time in connection therewith.
- 4. To do all necessary acts, deeds and things towards completion of the development of the Schedule Property including, without limitation, appointing architects, engineers, workmen and other personnel, obtaining necessary approvals including, without limitation, approvals for the Sanctioned Plan, the commencement certificate, occupancy certificate clearances, approvals, consents and no-objection certificates wherever applicable in the name of the Developers.
- To prepare, consolidate, sign and furnish and file all relevant data(s), applications, undertakings, affidavits, etc., in the prescribed format for grant of all licenses, approvals, sanctions, consents and registrations for development of the Schedule Property from the concerned authorities.
- To sign, execute, affirm, declare, verify, file, submit, furnish all applications and documents, deeds, information before various authorities and departments of the relevant government wherein applications, undertakings, declarations, etc., or any other document as may be required to be filed in connection with the Development Agreement.
- 7. To appear and act either personally or through their authorized officers, agents and/ or lawyers before all authorities, courts, tribunals, officers of the government/ semi government/ local bodies and/ or any other statutory bodies for and in connection with the above purposes.
- To apply for and obtain water connections, sewerage disposal connections, electricity connections, environmental approvals and all other consents and approvals as may be required in connection with the development on the Schedule Property.
- To develop the Schedule Property on such terms and conditions as detailed in the *
 Development Agreement and to take steps in this regard to alienate, encumber, convey,
 sell, exploit, transfer, mortgage including mortgage of land for securing their rights under

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the Development Agreement, charge, lease, license or otherwise deal with the plotted area falling to the share of the Developers as they may deem fit in order to give effect to the provisions of the Development Agreement.

- 10. To gift or otherwise transfer open spaces and Common Areas in the 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 Lay-out work or other sanction or clearances and execute suitable documents and present the same for registration and to comply with all the formalities of registration.
- 11. To enter into agreement/s of transfer or conveyance/sale deeds of the Developer's share to any third party purchasers/ allottees and if required, present the same for registration and obtain registration by signing by him of the same.
- 12. To apply mutations on behalf of the Owner before concerned authorities for mutation of name of the Owner, receiving pattadar passbook and other works relating to same, for which the Owner shall submit applications as per the procedure and the Developer shall follow-up the same to get the same at the cost of the Developers.
- 13. To transfer by way of sale, mortgage, lease, gift or otherwise the areas allocated to the Developers and areas allocated to the Owner but retained by Developer on account of default of repayment of the interest free refundable deposit 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 favor of third party purchasers/allottees and to present the same for registration and obtain registration and to deliver possession of the plots as to such allottees or third party purchasers, and enter into agreements with such allottees or third party purchasers.
- 14. To raise loans and/or other financial assistance by mortgaging/offering the Developer's share in the Schedule Property as security to such banks and/or institutions for the purpose of development of the Schedule Property and Lay-out work thereon and in the manner detailed in the Development Agreement.
- 15. To advertise, market the selling of plotted area, put sign boards, hoardings in such manner as may be deemed fit and proper by the Developers in their sole and exclusive discretion, subject to existing laws and rules.
- 16. To execute plot buyers agreements, sale/conveyance deeds, memorandum of understanding, agreements to lease, lease deeds, leave and license agreements, power of attorneys and/or all such relevant agreements/documents, term-sheets with respect to Developer's Share of the plotted Area in favour of prospective buyers/lessees for transfer of the plotted areas interest in land along with all easement rights and other relevant appurtenances, rights and intents and in this regard to also do the following:

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- a) to present and admit execution of the Developers share of plotted area for sale, conveyance, lease, assignment deeds and power of attorneys for registration before the sub-registrar of assurances and obtain duly registered documents from the office of the sub-registrar of assurances;
- b) to sign and move applications and other documents for obtaining mutation of the Schedule Property, rectification of existing records recording extent of Schedule Property in the local land records maintained by all concerned authority(ies) including but not limited to revenue, Tehsil, Ziledar, Patwari, Assessor & Collector, Department of Town & Country Planning and the like;
- c) to appear in person to represent before the officers of all concerned local authority(ies) to secure mutation of the Schedule Property and rectification of local land records and to give any statement, affidavit, application, undertaking, indemnity bond or any other documents that may be required by the Developers for the purpose of Lay-out and development of the Schedule Property;
- d) Subject to this Agreement, to execute and register the Supplementary Agreement earmarking the shares of both the Developers and the Owner of the entire extent of Project Area with the consent of the Owner.
- e) To further delegate any or all of the powers as mentioned above for or on behalf of the Owner, to one or more persons and to revoke such delegation of authority at the discretion of the Developers.
- f) To pay prescribed government fee and/ or charges for obtaining any sanctions, approvals, consents, permissions, water and/ or electricity connections, to the concerned governmental department/ authority.
- g) To file a suit for declaration pursuant to the provisions of the Specific Relief Act, 1963 in the names and on behalf of the Owner at Developers cost and expense and for the purpose engage any lawyer/ solicitor, senior counsel, finalize and sign, verify and present execute the plaint verifications, interim applications, affidavits, rejoinders, replies and/ or file appeals and do all such acts, deeds, matters and things as may be deemed necessary to pursue the suit/ legal proceeding and to settle the suit/ legal proceeding subject to such terms and conditions as may be thought fit and proper.
- h) To do and execute all acts, deeds, matters and things which are incidental to and necessary for the implementation of all the powers vested herein the above and as may be necessary to be done on behalf of or by the Owner in relation to the Development Agreement. Further, the Owner hereby agrees to ratify all such lawful acts lawfully done by the Developers in pursuance of these presents.

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A) Indemnity:

- a) The Owner shall indemnify and hold harmless the Developers, their affiliates, managers, members, directors, officers, employees and consultants against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise on account of:
- b) Any failure on the part of the Owner to discharge its obligations under this Agreement, and/or
- c) On account of any act(s) or omission(s) or commission(s) or misrepresentations or for breach of any representation and warranties made under this Agreement, the other agreements proposed to be executed between the Parties.
- d) The Owner shall indemnify and hold harmless the Developers against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise on account of any defect in or want of title in relation to the Schedule Property or any part thereof.
- e) The Developers shall indemnify and hold harmless the Owner against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise on account of delay or defect in development of the Schedule Property in accordance with the terms hereof.

B) Governing Law:

This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The courts at Hyderabad shall have the exclusive jurisdiction over.

C) Force Majeure:

Force Majeure shall mean and include the following;

War, flood, drought, earthquake, epidemic, pandemic or any other calamity caused by nature; Restriction by the Government, judicial, quasi-judicial authorities;

D) Approvals:

The Owner agrees that, in the event that the completion of the Project is delayed on account of any of the aforesaid Force Majeure events, the Developers shall be entitled to extension of the time for delivery of the possession of the share of the area allocated to the Owner.

E) Relationship:

- Nothing contained in this Agreement shall constitute or be deemed to constitute

 a partner to partner/employer-employee/principal-agent relationship as between
 the Parties.
- The Parties agree that the relationship as between them shall be on a principal to principal basis.

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F) Amendment and Waiver:

a. This Agreement may be amended, modified or supplemented only by way of a written instrument executed by each of the Parties. No waiver of any of the provisions of this Agreement shall be effective unless set forth in writing by each of the Parties to this Agreement.

G) Limitation of Liability:

a. Notwithstanding any provision to the contrary, the Parties shall not be liable for one another's incidental, indirect, special or consequential damages (including lost profits or lost revenues), regardless of whether such liability arises in tort, contract, breach of warranty, indemnification or otherwise.

H) Assignment:

a. The Developers shall have the right to assign any of their rights and/or liabilities arising from this Agreement to any other entity and/or company for whole or part of the Project on such terms and conditions as it may deem fit. For the purposes of this Clause, it is clarified that such an assignment shall require prior consent in writing from the Owner. The Owner, if gives her consent, shall upon the request of the Developers, execute such documents and no objection certificates as may be required by the Developers for giving effect to such an assignment.

I) Severability:

- a. If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.
- b. This document is made in Three copies, one copy shall be kept with the Owner and the other 2 copies shall be with the Developers.
- That the Market value/CARD value of the schedule property for the purpose of 17. payment of stamp duty and other charges to Registering authority Rs.5.94,74,000/-.

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SCHEDULE A SCHEDULE PROPERTY

All that land admeasuring Ac.1-2642 guntas 8037 Sq. Yards in Sy. No. 111/1/1/2/1/1 of Mamidipally Village, Balapur Mandal, (Previously Saroornagar Mandal), Ranga Reddy District, Telangana and bounded on:

North by : Road

South by :Land in Sy.Nos.104 & 105

East by : Land in in Sy.No.110

West by :Land in Sy. No. 112 & 122

SCHEDULE B

(Developer's Share and the Owner's Share in the Project)

"Owner's share": A Saleable Area of 70% in the Schedule A Property, shall be the Owner's share.

"Developer's share": A Saleable Area of 30% in the Schedule A Property, shall be the Developer's share.

WITNESSES WHEREOF THE first part and second party have signedthis Deed of DEVELOPMENT AGREEMENT-CUM- GENERAL POWER with their own free will and consent on the day, month and year first above written before the following witnesses.

WITNESSES

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SI. No.		PASSPORT SIZE PHOTO	NAME AND PERMANENT ADDRESS OF THE PRESENTANT/EXECUTANT/SELLER/CLAIMANT/ BUYER
1	THUMB)		MRS. ZAHRA ZAIBUNISSA: W/O Habib Hussain:, aged about _58_ years, Occupation:Teacher, h.No. 11-3-887, Mallepally, Near Anwar UI Uloom College, Nampally, Hyderabad, Telangana 500001(Aadhar No.9243 9546 5290).
2			Mr. Y. Sharath Chandra, S/o: Ravi Prasad, aged about 31 years, Occupation: Business, R/o. Plot No. 146, Road No. 10-C, M.P. M.L.A. Colony, Jubilee Hills, Hyderabad, Telangana State: Director of M/S VAISHNAOI INFRATECH AND DEVELOPERS PRIVATE LIMITED
			CH.SESHAGIRI RAO, S/o: Yadagiri Rao, aged
			about 54 years, Resident of Plot No. 18, Abhydayanagar, Chinthalkunta, Hyderabad, Telangana Representative

We above purchased unable to attend before SRO to sign and complete the transaction in respect of the schedule properties, as such we appoint Sri. CH.SESHAGIRI RAO, S/o: Yadagiri Rao, Resident of Hyderabad as our Representative to attend before SRO, Champapet to complete the said Transaction.

Sig. of Representative.

or PRESTIGE ACRES PRIVATE LIMITED 19 Page wher L PRESTIGE ACRES (P) Ltd. Authorised Signatory VAISHNAOI INFRATECH AND DEV.P) LID ZAHRA ZAIBUNISSA:

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Government of Telangana Tahsildar & Jt. Sub Registrar Office, Balapur

NALA Order

Proceedings of the Competent Authority & Tahsildar Balapur Mandal Rangareddy District

Present:

D SRINIVAS REDDY

Dated: 14/06/2022

Proedgs. No.

2200592496

Sub:

NALA Order

Ref:

Order:

Sri జైబుర్నిస్ జహరా Represented By M A GHAFOOR KHAN TAHER R/o Mamidipalle, Balapur, Rangareddy has applied for conversion of agriculture land situated in Sy.No 111/1/1/2/1/1 extent 1.2642 of Mamidipalle Village, Balapur Mandal, Rangareddy District for the purpose of Non-Agriculture. The request of the applicant is found to be consistent with the provisions of the Act.

Hence, the permission is hereby accorded for conversion of the Agricultural Land into Non-Agricultural purpose on the following terms and conditions:

- 1. The permission is issued on the request of the applicant and he is solely responsible for the contents made in the application:
- The proposed land transfer is not in contravention of the following Laws:
 - a. The Telangana Land Reforms (Ceiling on Agricultural Holdings) Act, 1973
 - The Telangana Scheduled Area Land Transfer Regulation, 1959
 - c. The Telangana Assigned Lands (Prohibition of Transfers Act), 1977
- 3. The grant of permission can not be construed that the contents of the application are ratified or confirmed by the authorities under the Act.
- 4. The permission confirms that the conversion fee has been paid under the Act in respect of above Agricultural lands for the limited purpose of conversion into Non-Agricultural purpose.
- 5. It does not confer any right, title or ownership to the applicant over the above Agricultural Lands.
- 6. This permission does not preclude or restrict any authority or authorities or any person or persons or any individual or individuals Or others, collectively of severally; for initiating any action or proceedings under any law for the time being
- The conversion fee paid will not be returned or adjusted otherwise under any circumstances;
- 8. The authorities are not responsible for any incidental or consequential actions or any loss occurred to any body or caused otherwise due to or arising out of such permission granted on any false declaration, claim 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.

Tahsildar & Jt. Sub Regist

Balapur Mandal, R.R. District.

To

Sri ಕ್ಷಿಮಸ್ಥಿಕಿ ಜರ್-ರ್ Represented By M A GHAFOOR KHAN TAHER

Schedule

SI.No.	Village Mandal & District	Sy.No.	Total extent (Sy.No. wise)	Extent for which permission granted.	Remarks
1.	Mamidipalle , Balapur & Rangareddy	111/1/1/2/1/1	1.2642	1.2642	

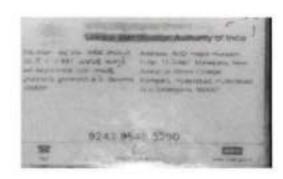
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Art rate Enrollment No 2017/00178/02157

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BEQUIAPET
HYDERABAD

15/10/2011

Hyderabad Andhra Pradesh - 500016 9953251643

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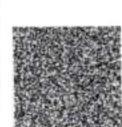
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8-2-293/82/ML Plot No-146 Road No-10C Hyderabad Telengana - 500033 9701866242 Shekpet MP and MLA Colony MIN ION





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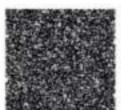
Charatatas Road No 11 P2612/0/1 Закувка Ніз Galfler Khan Colony

1700251269 Hyderabad Telangana - 500004



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ORIGINAL

4 No. 8259 Document No 7985 2012



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SI. No: 11572 Date: 14-06-2022

Sold To: Y. Ravi Prasad

S/o: Late. Y. Venkat narayana R/o: Hyd

For Whom: In Favour of Vaishnaoi Infratech & Developers & Others

Certicements

GOPA SREEMANTH

Licensed Stamp Vendor Lic. No.15-10-038/2019 RL. No.15-10-072/2022 Shop No.7, Plot No.44, Madhapur, Serilingampally, Ranga Reddy, Phone No: 9703416341.

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DEVELOPMENT AGREEMENT WITH IRREVOCABLE GENERAL POWER OF ATTORNEY

This <u>DEVELOPMENT AGREEMENT WITH GENERAL POWER OF ATTORNEY</u> is made and executed on this the 15th day of June, 2022, at SRO, Champapet, Ranga Reddy District by and between:

MR. MOHAMMAD BILFAQI HABIB S/O: LATE SYED HASAN, aged about 57 years, Occupation: Business 161 Jonathan Court, Glen Ellyn, IL 60137, USA and presently residing at H. No. 8-2-612/B/1, Road No. 11, Khairathabad, Hyderabad, Telangana State.

AADHAR No. 6325 8063 7149

PAN No. BKUPH7477K

(Hereinafter referred to as the "OWNER/LAND OWNER" which term shall unless repugnant to the context otherwise mean and include all her respective legal heirs, successors in interest, legal representatives, executors, administrators, nominees, and assignees of the First Part...)

IN FAVOUR OF

 M/S PRESTIGE ACRES PRIVATE LIMITED registered under Companies Act, 1956 (CIN No. U45400KA2021PTC153545)(PAN No. AAMCP4135C) having its registered office at "Prestige Falcon Tower" No. 19. Brunton Road, Ashoknagar, Bangalore, and Branch office lat Level-1, Merchant Towers, Banjara Hills, Road No. 4, Hyderabad, Telangana State Represented by its Authorized Signatory.

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Presentation Endorsement:

CKIKINAC

Presented in the Office of the Sub Registrar, Champapet along with the Photographs & Thumb Impressions as required Under Section 32-A-of Registration Act, 1908 and fee of Rs. 100000/- paid between the hours of ______ and ____ on the 15th day of JUN, 2022 by Sri Zahra Zaibunissa

Execution admitted by (Details of all Executants/Claimants under Sec 32A): Signature/Ink Thumb SI No Code Thumb Impression Impression CH. SESHAGIRI RADIRIMIS. VAISHNAOI INFRATECH AND DEVELOPERS PROVATE LIMITED. REP.BY: Y. SHARATH CHANDRA CL (DIRECTOR) RAVI PRASAD P.NO. 18, ABHYADAYANAGAR, HYD., CH. SESHAGIRE 9 MA [1514-1-2022-60 MIS. PRESTIGE ACRES PRIVATE LIMITED, REP.BY: R. SURESH KUMAR (AUTHORIZED SIGNATORY) SIO, R. RANGASWAMY 2 CL P.NO. 119, PRESTIGE ROYAL WOODS, KISMATPURL, HIMAYATH SAGAR, ROAD, HYD. M/S. PRESTIGE ACRE [1514-1-2002-8259] MOHAMMAD BILFAQI HABIB 6/0. LATE SYED HASAN 3 EX 8-2-612/8/1, R.NO. 11, KHAIRATHABAD, HYD. Champapet & Doct No 1 01 22

	TO SERVICE CONTRACTOR	Table-6-Springers		
Identif	fied by Witness:	1917 August 15 Control		
SI No	Thumb Impression	Photo	Name & Address	Signature
1			HABIB ALI HHIARATHABAD HYD	Hallah
2		(1514-1-2022-0259)	E V V S N SAI KAUSIK MADANNAPET HYD	Courle

15th day of June, 2022

Signal To Sub Registrar Champapet

Si No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXX7149 Name: Mohammad Bilfaqi Habib	C/O Syed Hasan, Khairalabad, Hyderabad, Telangana, 500034	2
2	Aadhaar No: XXXXXXXX7502 Nume: Raja Suresh Kumar	S/O R Ranga Swamy. HYDERABAD, Hyderabad, Andhra Pradesh, 500016	9

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Sheet

No 8259/2022

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MR. R. SURESH KUMAR, S/o. Mr.R. Rangaswamy, aged about 53 years, Designation: Sr.VP- Business Operations, R/o. Plot No.119, Prestige Royal Woods, Kismatpur Village, Himayat Sagar Road, Hyderabad, Telangana 500086. AADHAR No. 772590857502

- 10 miles

2. M/S.VAISHNAOI INFRATECH AND DEVELOPERS PRIVATE LIMITED Registered under companies Act., 1956, (CIN NO. U45200TG2006PTC052007) (PAN No.AACCV3862G) having its registered office at Plot Nos. 11 & 12, Amar Society, Guttala Begumpet, Madhapur, Ranga Reddy District, (Hyderabad) Telangana State, Represented by its Director: SRI.Y. SHARATH CHANDRA, S/o: RAVI PRASAD, aged about 31 years, occupation: Business, Resident of Plot No. 146, Road No. 10-C, M.P. & M.L.A. Colony, Jubilee Hills, Hyderabad, Telangana state.
AADHAR No.239633906516

(Hereinafter referred to as the "DEVELOPERS" which term shall unless repugnant to the context otherwise mean and include all their respective successors in interest, legal representatives, executors, administrators, nominees, and assignees of the Second Part.,)

RECITALS:

Whereas

Whereas the Land Lord of the First party herein absolute owner, pattedar and possessor of the agricultural land admeasuring Ac.2-06.42 guntas in Sy. No. 111/1/2 Situated at Mamidipally Village, Balapur Mandal, (Previously Saroornagar Mandal, Ranga Reddy District, Telangana State (under Badangipet Municipality) acquired the same by way of virasath succession and the Tahesildar, Balapur Mandal has issued epattedar pass book and Title Deed book bearing No. T05030150535 with Khatha No. 60282 in respect of the above lands in favour of Land Lord of the First party.

- A) Originally, the larger extent of lands situated at Mamidipally Village were owned by Mr. Raja KishanPrashad and others and one Pattadar named Mr. Fakeer Chand conveyed the lands in Survey Numbers 111, 112, 113, 115,119 & 122 to Mrs. Vazeerunnisa Begum in the year 1922 for a valuable sale consideration of Rs.1500/and pursuant to the death of the said Mrs. Vazeerunnisa Begum, the lands which stand in the name of Mrs. Vazeerunnisa Begum in Survey Numbers 111, 112, 113, 115, 119 & 122 of Mamidipally Village were mutated in the name of Mrs. Hafeezunnisa Begum (Daughter of Mrs. Vazeerunnisa Begum in the year 1929.
- B) Pursuant to it, the name of Mrs. Hafeezunnisa Begum is reflected in WasoolBaqi, Sethwar and Pahanies from the year 1962-1963 to 1999-2000 as Pattadar and Possessor of the lands in Survey Numbers 111, 112, 113, 115, 119 & 122 of Mamidipally Village.
- C) Thereafter, Mrs. Hafeezunnisa Begum expired on 27.01.1994 and the lands held by her in Survey Numbers 111, 112, 113, 115, 119 & 122 of Mamidipally Village were succeeded by her two sons i.e., Mr. Syed Kaiser Ali Hashmyand Mr. Syed Asif Ali Hashmy under virasat proceedings issued by Mandal Revenue Officer, Saroornagar Mandal in Proceedings No. A/540/96, dated 27-05-1999 and their names were incorporated in village revenue records as Pattadars and Possessors and the Tahsildar issued Pattadar Passbooks and Title Deeds in their favour.

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

	In the Form of						Description
Total	DD/BC/ Pay Order	Stamp Duty u/S 16 of IS act	Cash	E-Challan	Challen u/S 41of IS Act	Stamp Papers	Fee/Duty
415750	0	0	0	415650	0	100	Stamp Duty
	0	0	0	0	0	NA.	Transfer Duty
100000	0	0	0	100000	0	NA.	Reg. Fee
1000	0	0	0	1000	0	NA	User Charges
	0	0	0	0	0	NA	Mutation Fee
516750	0	0	0	516650	0	100	Total

Rs. 419650/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 100000/- towards Registration Files on the chargeable value of Rs. 41566000/- was paid by the party through E-Challan/BC/Pay Order No. 381NXB150622 dated 15-JUN-22 of SBIN

Online Payment Details Received from SBI e-P

(1), AMOUNT PAID: Rs. 516700/- DATE: 15-JUN-22, BANK NAME: SBIN, BRANCH NAME: , BANK REFERENCE NO. 2605061377630, PAYMENT MODE: CASH-1001138.ATRN 2605061377630, REMITTER NAME: VAISHNAOI INFRATECH AND DEV. PILTD EXECUTANT NAME: MOHAMMAD BILFACT HABIB CLAIMANT NAME: VAISHNACT INFRATECH DEV. P LTD. ANOTHER) Addressering Officer

Date:

Sub Registrar Champapet

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Sheet

15th day of June, 2022

Certificate of Registration

Registered as document no. 7985 of 2022 of Book-1 and assigned the identification number 1 - 1514 - 7985 2022 for Scanning on 15-JUN-22

> Champapet (P.Madhusudhan Reddy)

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- D) Subsequently, the Revenue Authorities have issued Passbook bearing No. 390601 vide KhathaNo. 544 in favourof SyedKhisar Ali Hashmy in respect of the land admeasuring Acres 30-20Guntas comprising of Acres 9-20 Guntas in Survey No. 111, Acres 9-24Guntas in Survey No. 115 and Acres 11-16Guntas in Survey No. 122 of Mamidipally Village, during his life time executed a WILL deed in favour of Land Lord of the First party herein and others bequeathing the above referred lands equally.
- E) Mr. Syed Khaisar Ali Hashmy expired leaving behind the Land Lord of the First party herein and others as his legal heirs to succeed the lands left by him.
- F) That the Revenue authorities have granted succession and mutated the part of lands of Acres 30-10Guntas comprising of Acres 9-20 Guntas in Survey No. 111, Acres 9-24Guntas in Survey No. 115 and Acres 11-06Guntas in Survey No. 122 of Mamidipally Village in favour of Land Lord of the First party herein and others and issued epattedar pass book and Title Deed book bearing No. T05030150535 with Khatha No. 60282 in favour of Land Lord of the First party For the lands Ac.2-06.42 guntas in Sy. No. 111/1/2of Mamidipally village.
- G) Thus, the Land Lord of the First party has become the absolute owner, pattedar and possessor of the Ac.2-06.42 guntas in Sy. No. 111/1/2,of Mamidipally Village.
- H) Whereas the land admeasuring Ac.1-0642 guntas in Sy. No. 111/1/2/1/1/1 of Mamidipally village converted from agricultural to Non-agricultural through proceeding No. 2200592227, dated 14-06-2022 by the Tahsildar, Balapur Mandal, Ranga Reddy District.
- The Developers are desirous of developing Lay-out of Residential Plots ("Project") in the Schedule Property by combining it with the adjacent lands. The Owner has agreed to contribute her land i.e. Ac.1-0642 guntas OR 5617 Sq. yards in Sy. No. 111/1/2/1/1/1, situated at Mamidipally Village, Balapur Mandal, Ranga Reddy District, Telangana State, under Badangpet Municipality into a common pool along with the adjacent owners of the land and facilitate to develop Residential Plots Project with common amenities and facilities and consequently agreed to share the plots proportionate to the extent of ownership of land held by each of them. The Developers have also agreed to join all the adjacent lands into a single residential project with common amenities and facilities and enter into a development agreement with such terms and conditions as it may think fit and appropriate.
- J) The Developers will enter into separate development agreements with each of the adjacent owners and will enter into a supplementary agreement along with all the owners forming part of the project after obtaining the Lay-out permit and share the plots on mutually agreed terms.

K) Notwithstanding anything contrary contained in this agreement, it shall be Construed that:

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- (i) Any reference to the development of Schedule Property, contribution of theproperty by the owner and the development agreement, it shall always be construed and deemed to be referring to the joint development agreement having and combining the entire extent of project area, which includes the Schedule Property and as well as the Owner and respective Schedule Property subject to the context and meaning.
- (ii) All the Development Agreements are part of the Project, and their terms and conditions shall always be read in harmony and meant to be referring to the joint development of the schedule land along lands of the adjacent owners with mutual/respective rights, obligations and sharing of the respective plotted area on the project land.
- J) Whereas, the Developers have capability in developing residential properties and has agreed to develop the Schedule Property on the terms and conditions mentioned herein.
- K) The Owner and the Developers having discussed the terms of the development are desirous of reducing the terms of their development into writing.

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

1. Definitions:

- "Act" means the Real Estate (Regulation and Development) Act, 2016.
- 1.2. "Affiliate" means with respect to any Person (as defined hereinafter), any other Person that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under the common control of, such Person. The expressions "control", "controlling" or "controlled", in relation to any Person, means the possession, direct or indirect, of the power to direct, or cause the direction of the management and policies of such Person, through ownership of the voting securities or partnership interests, whether by contract or otherwise;
- "Agreement" means this Development Agreement cum Irrevocable General Power of Attorney.
- 1.4. "Approval(s)" means any and all approvals, authorizations, licenses, permissions, consents, no objection certificates (including, for the avoidance of doubt, the Sanctioned Plan and all approvals required in connection with or pursuant to the Sanctioned Plan) and insurances for the commencement of the development of the Project including without limitation, environmental clearances, consent for establishment, change of land use, conversions, temporary power connections and all other approvals and/or permissions from any other statutory or Governmental authorities whether State or Central, as may be applicable or required for the purposes of commencing Lay-out and development activity, on the Schedule Property;

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- 1.5. "Association" shall mean, the Association to be formed by the plot Owners for their welfare for the purpose of maintenance and management of Common Areas and Amenities in Schedule Property or the Project including the Schedule Property.
- 1.6. "Common Areas" means and include all such areas which are available for common enjoyment, such as, water tanks, parks, play areas, pathways, roads, club houses, septic tanks, and all such amenities including parking areas etc.;
- 1.7. "Developer's Share" means the Saleable Area as allocated to the Developer's Share in Schedule B to this Agreement, more fully detailed or identified in the Supplementary Agreement to be entered into in between the Owner and the Developers as defined in this agreement.
- 1.8. "Development Period" means the time allowed for the Developers under this Agreement to Develop the Project from the date of securing the Sanctioned Plan till the date of delivery of possession of the Owner's Share to the Owner by the Developers, i.e., not exceeding a period of 12 months and the grace period of additional 6 (Six) Months; from the date of release of the Approval(s) necessary for commencing the Lay-out. (Time for obtaining permissions/approvals is 12 months).
- 1.9. "Encumbrances" means any pledge, lien, non-disposed undertaking, charge, mortgage, priority, hypothecation, assignment, attachment, claim, restriction, outstanding land revenue or other taxes, liens pending, acquisition or requisition proceedings, set off or other security interest of any kind or any other agreement or arrangement having the effect of conferring security upon or with respect to the Schedule Property and/or the Project;
- 1.10. "Owner's Share" means the Saleable Area as allocated to the Owner Share in Schedule B to this Agreement; more fully delineated or identified in the Supplementary Agreement to be entered between the Owner and the Developers as defined in this agreement hereunder.
- "Person" includes any individual, firm, company, governmental authority, joint venture, association, partnership or other entity (whether or not having separate legal personality);
- 1.12. "Project" shall mean the development or refer to process of development of the Schedule Property into a Residential plots, in accordance with the Approvals secured by the Developers and in pursuance of this Agreement.
- 1.13. "Project Plan" shall mean the plan prepared by the Developers for the Lay-out of plots and development of the Project;
- "Rules" means Telangana Real Estate (Regulation and Development), Rules 2017;

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- 1.15. "Saleable Area" includes plotted area.
- 1.16. "Sanctioned Plan" means the Project Plan as approved by the concerned statutory authorities, subject to any changes required to be made thereto for procuring such Approval of the concerned statutory authorities.

Words and expressions used but not defined in this Agreement, but defined in the Act, shall have the same meanings respectively assigned to them in the Act.

Scheme for Development:

- 2.1. The Owner hereby contribute Schedule Property along with the adjacent owners for the purpose of development into the development scheme on the assurance of the Developers to develop the Schedule Property into a Residential Plots Project and the Developers agree to obtain Approvals and develop the Schedule Property as per the permissions granted by the relevant authorities and as per the provisions of the Act and the Rules.
- 2.2. The Project shall be developed by the Developers in strict compliance of applicable laws and regulations and the specifications of the Project as laid down in Schedule C.

Rights of the Developer.

- 3.1. The Developers are hereby granted with the development rights over the Schedule Property and a license coupled with interest and is permitted to have possession of the Schedule Property for the purpose of carrying out the development works as per the terms of this Agreement.
- 3.2. The Developers have the right to combine the Schedule Property with the adjacent lands and develop the entire extent of the land as a single project and allot the plotted area as per the proportionate share of land in the project area.
- 3.3. The Developers shall be entitled to sell, mortgage or otherwise transfer its share and execute sale deeds or other modes of conveyance in favour of the purchasers or their nominees, without any further reference or resort to the Owner, only after execution of the Supplementary Agreement duly earmarking the share of the Owner and Developers 1 & 2 of the second party thereto and subject to compliance of the Act.
- 3.4. The Developers shall be entitled to advertise, offer for sale and enter into Agreement of Sale with third parties in respect of its share, receive monies, issue discharge receipts and appropriate the proceeds, but in strict compliance with the Act and Rules.
- The Developers shall, at their own costs and expenses, be entitled to deal with all the statutory authorities including Greater Hyderabad Municipal Corporation

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- (GHMC)/HMDA/DTCP and the Service providers including the TSSPDCL, HMWS & SB etc., for the purpose of this Development Agreement on behalf of the Owner.
- 3.6. The Developers shall be entitled to appoint or remove professionals like architects of international repute, structural engineers, interior designers, electrical and other consultants of repute and on such terms as they deem fit and proper.
- 3.7. The Developers 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.

4. Developer's Duties:

- 4.1. The Developers shall develop the Schedule Property along with adjacent lands as a Lay-out of Residential plots project and for that purpose strictly follow the provisions of the Applicable Acts and the Rules.
- 4.2. The Developers at their costs shall prepare or cause preparation/draw the plans/drawings/designs, etc., and submit the same to the GHMC/HMDA/DTCP or to any competent authority for Approval(s).
- 4.3. The Developers shall obtain all the necessary Approval(s), permissions, NOCs, clearances etc., including Sanctioned Plan at their costs and efforts, well within a period of 12 (Twelve) Months from the date of registration of this Agreement. However, if Developers fail to obtain the approval within 12 months, a further grace period of 6 (Six) Months is allowed ('Inception Period').
- 4.4. Subject to procuring Approval(s) as aforesaid, the Developers and the Owner will enter into a Supplementary Agreement to this Agreement demarcating the areas finally falling to the share of respective Party. However, once the tentative Plans are prepared before obtaining Permissions the Owner and the Developers agree to enter into MoU demarcating and allotting the Plots falling to their respective shares. The said MoU shall be executed on the date of registration of this Development Agreement Cum General Power of Attorney.
- 4.5. The Developers shall complete the Project in Schedule Property and deliver the Owner's share duly completed in all respects, to the Owner as per the terms of this Agreement, within a period of 12 (Twelve) Months along with an additional 6 (Six) Months grace period from the date of the release of the Approval(s) necessary for commencing Lay-out.
- 4.6. The Developers shall alone be liable for all expenditure for the purpose of development including the Lay-out charges, administrative and marketing costs 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, Contract Labour Act etc., or any other expenditure required for or incurred or liable to be incurred for the purpose of the Lay-out and other development of Project as per the terms of this agreement.

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- 4.9 The Developers 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 including the RERA Act and the RERA Rules. However, Title Insurance if mandated by RERA Act would be the responsibility of the Owner only for the Owner's share of Plots. However, in such event, the Developer can proceed ahead and obtain such insurance policy as may be required and can have such premium reimbursed by the Owner in respect of Owner's share of Plots.
- 4.7. The stamp duty and registration charges for this Agreement as well as the Supplementary Agreement that would be executed later shall be borne by the Developers alone.
- The Developers shall adhere to the Sanctioned Plan, specifications and other terms of this Agreement.
- The Owner shall refund the Interest Free Security Deposit paid by the Developers 4.9. under this Development Agreement cum General Power of Attorney after the completion of development of Residential Layout of Plots in all respects as per the sanction plan and at the time of handing over of the Plots falling to the share of the Owner. The Developers shall be entitled to have lien over part of the areas allocated to the Owner as per Schedule B to this Agreement, or as earmarked in the Supplementary Agreement as the case may be, till the entire interest free refundable security deposit amounts are refunded or fully paid. If such interest free refundable security deposit amounts are not paid or paid partially, even after due notice of 30 (Thirty) days to be issued in writing to the Owner, the Developers shall be entitled to sell only the saleable plots which are proportionate to the value of the interest free refundable security deposit amounts, as may be outstanding at that point of time, in accordance to the then existing market rate per square yard out of the areas earmarked in Schedule B and more fully delineated in the Supplementary Agreement for realization of the amounts due and in such case, the authority and power of attorney to sell granted under this Agreement shall extend to such areas earmarked as above, to be sold for realization of the amounts due to the Developers. The Owner shall refund or reimburse all such refundable security deposit amounts due, if any, to the Developers at the time of delivery of the Owner's share in accordance with the terms of this Agreement.

5. Sharing of Areas:

- 5.1 The Developers agree that in consideration of the Schedule Property being given for development under this Development Agreement cum General Power of Attorney, the Owner shall be entitled to 70% (Seventy Percent) share in the developed areas viz. Residential Plots, with a proportionate right to use the common amenities and common areas proposed to be developed in the Schedule Property.
- 5.2 That in lieu of the Developers undertaking the development of the Schedule Property with the specifications mentioned in Schedule-C to this Agreement at its cost and

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- effort, the Developers shall be entitled to 30% (Thirty Percent) share in the developed areas viz. Residential Plots, with proportionate right to use the common amenities and common areas proposed to be developed in the Schedule Property.
- 5.3 The Supplementary Agreement shall be executed within a period of 30 (Thirty) days from the date of obtaining the approval.
- 5.4 Each party shall be liable to bear their respective share of taxes such as TDS and such other taxes as applicable on the basis of cost of construction method.

6 Rights of the Owner:

- 6.1 The Owner shall be entitled to have the Schedule Property developed and completed in all respects as per the Sanctioned Plan, specifications and other terms of this Agreement and the Owner's Share be delivered to them within the stipulated time.
- 6.2 The Owner shall be entitled to sell or transfer her share to third parties, on her own right and title independently, without the Developers intervention. However, the Owner at her option may require the Developers to be joined as a Party to any or all conveyance deeds executed with regard to transfer of any Plot in the Owner's Share.

7 Duties of the Owner:

- 7.1 The Owner shall at all times be liable to ensure that her title to the Schedule Property remains clear and free of any encumbrances.
- 7.2 The Owner to the extent obligated from her/their side or requires her intervention under law, shall cooperate with the Developers for due implementation and completion of the Project and Lay-out of Plots in the Schedule Property.
- 7.3 The Owner do hereby undertake not to cause any obstruction in any manner for the completion of the Project during Development Period in the interest of the development scheme and the third party purchasers and shall not seek any stay or injunction restraining such development including Lay-out of plots from any Court or other authority and all their claims against the Developers shall be limited to those mentioned in this Agreement and for recovery of damages, if entitled under Law.
- 7.4 The Owner hereby delivers the physical possession of the Schedule Property to the Developers for the purpose of development of the Schedule Property and fulfill all its obligations as per the terms and conditions contained herein.
- 7.5 All Taxes/Fees on the Schedule Property prior to the execution of registered agreement shall be completely borne by the Owner.
- 7.6 The Owner hereby undertakes to provide full assistance and cooperation in order to enable the Developers to obtain all Approvals, as contemplated herein.
- 7.7 The Owner hereby agrees and acknowledges that the Owner shall not revoke the permission herby granted under this agreement to the Developers to develop the

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Schedule Property during the Development Period, as the Developers will be incurring expenses for Lay-out of plots including everything based on the Agreement with the Owner.

7.8 That the Developers herein already paid the conversion charges for conversion of schedule property from Agricultural to Non-agricultural and got proceedings from authorities.

8 Representations, Warranties And Covenants:

- 8.1 Subject to the provisions of this Agreement, the Owner make the following representations and warranties:
 - (a) The Owner has a clear and marketable title to the Schedule Property and have full rights, powers, authority and capacity under law to enter into this Agreement for granting development rights to the Developers;
 - (b) The Owner is in peaceful possession and enjoyment of the Schedule Property and that there are no squatters on the Schedule Property;
 - (c) The Schedule Property is free from all encumbrances and there is no action or inaction which could render the transaction contemplated by this Agreement as void/ unenforceable or untenable under law;
 - (d) Save the rights or interest if any arise in terms of this Agreement, the Schedule Property is not subject matter of any acquisition, requisition or affected by any reservation or order of any Government authority, judicial or quasi-judicial authority adversely affecting the development of the Project on the Schedule Property;
 - (e) The Owner is having unrestricted rights of alienation of the Schedule Property together with the Lay-out of plots thereon, and that other than the Owner, no other Person(s) has/have any right, title, interest and/or claim of whatsoever nature in or upon the Schedule Property and the Owner is absolutely entitled to deal with the Schedule Property as she may deem fit and proper without any legal impediment(s) or disability (ies) of any nature whatsoever including without requirement of any approval or no-objection under Section 281 of the Income Tax Act 1961;
 - (f) The Owner has all the power and authority to enter into and perform this Agreement and upon execution, this Agreement would constitute legal, valid and binding obligations of the Owner;
 - (g) The Owner has not entered into any agreement(s) for sale or alienation of the Schedule Property in any manner whatsoever or any other arrangement(s) for development or otherwise of the Schedule Property with any other Person(s), nor have they issued any power(s) of attorney or any other authority, oral or otherwise empowering any other Person(s) to deal with the Schedule Property in any manner

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howsoever:

- (h) Entering into and performance of this Agreement does not conflict with any applicable laws and regulations or any agreements or documents to which the Owner is a party.
- (i) The execution of this Agreement and the performance of the obligations herein by the Owner is not contrary to and/or contravene any court order, judgment or decree applicable to the Owner;
- (j) The Schedule Property is free from all environmental restrictions and is fit for the purpose of the development of the Project;
- (k) The Owner is solvent and is in a good financial standing to meet its obligations under this Agreement.

9 Exclusive Development Rights:

- 9.1 The Owner hereby irrevocably grants to the Developers the exclusive right and license to develop the Project on the Schedule Property from the date of this Agreement.
- 9.2 Save as otherwise provided in this Agreement, no one other than the Developers shall be entitled to undertake the development and Lay-out work on the Schedule Property. The Developers may undertake the same either by themselves or through competent contractors and sub-divide the work or appoint sub-contractors as they may deem fit and proper and the terms and conditions in this Agreement are equally applicable to them as they are deemed to have been in the same footing to that of the Developers.
- 9.3 Notwithstanding anything contained to the contrary,
 - a) The Developers shall be free and entitled to dispose off their share of area developed in the Project in such manner as they may deem fit without requiring any consent from the Owner; Only in accordance to the provisions of the Act and only after execution of Supplementary Agreement earmarking the allocation among themselves after obtaining the sanctioned permission.
 - b) The Developers shall alone be entitled to determine the name of the Project. However, the Developers may consider requests/suggestions made by the Owner with regard to naming the Project.
 - c) The Developers are entitled to display/affix their name and/or brand name permanently on the Schedule Property or the Lay-out made thereon and the same shall not be removed at any point of time.
- 10 The Developers recognize that this Agreement imposes legal, valid and binding obligations on the Developers to be complied and strictly adhered to timelines stipulated under this Agreement.

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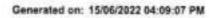
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Bk - 1, CS No 8259/2022 & Doct No 7985/2022. Sheet 11 of 22 Sub Registrar Champapet





11 Marketing and Sales:

- 11.1 The Developers shall have the exclusive right to market and sell the Plots falling to Developer's Share only after allocation of their share of Plots in the Supplementary Agreement.
- 11.2 Upon the request of the Owner, the Developers can sell the share of the Plots belonging to the Owner at the rate fixed by the Owner and proceeds from such sale shall be remitted to the Owner's account. However, Developers shall be entitled to deduct a marketing and sales fee as agreed. (under a separate agreement).

12 Security Deposit:

- 12.1 The Developers shall pay an amount of Rs.49,32,125/- (Rupees Forty Nine Lakhs Thirty Two Thousand One Hundred and Twenty Five Only) to the Owner towards interest free refundable security deposit ('Security Deposit'), comprising of cheque No. 002072 drawn on Kotak Mahindra Bank, Bangaluru by Developer No. 1 and Cheque No. 434406, drawn on State bank of India, Kavuri Branch, by Developer No. 2 and both dated 24-09-2021 and the owner hereby admits and acknowledges the receipt of the same.
- 12.2 The Owner shall refund or reimburse all such interest free refundable security deposit amounts due to the Developers at the time of delivery of the Owner's share in accordance with the terms of this Agreement.

12. Irrevocable General Power of Attorney:

As per and subject to the provisions of this Agreement, the Owner herein deems it expedient to authorize and appoint the Developers herein, namely, M/S PRESTIGE ACRES PRIVATE LIMITED registered under Companies Act, 1956 (CIN No. U45400KA2021PTC153545) (PAN No. AAMCP4135C) having its registered office at "Prestige Falcon Tower" No. 19, Brunton Road, Ashoknagar, Bangalore, and Branch office at Level-1, Merchant Towers, Banjara Hills, Road No. 4, Hyderabad, Telangana State Represented by its Authorized Signatory: MR. R. SURESH KUMAR, S/o. Mr.R. Rangaswamy, aged about 53 years, Designation: Sr.VP- Business Operations, R/o. Plot No.119, Prestige Royal Woods, Kismatpur Village, Himayat Sagar Road, Hyderabad, Telangana AND M/S.VAISHNAOI INFRATECH AND DEVELOPERS PRIVATE LIMITED Registered under companies Act., 1956, (CIN NO. (PAN No.AACCV3862G) having its registered office at Plot Nos. 11 & 12, Amar Society, Guttala Begumpet, Madhapur, Ranga Reddy District, (Hyderabad) Telangana State, Represented by its Director: SRI.Y. SHARATH CHANDRA, S/o: RAVI PRASAD, aged about 31 years, occupation: Business, Resident of Plot No. 146, Road No. 10-C, M.P. & M.L.A. Colony, Jubilee Hills, Hyderabad, Telangana stateor any other person duly authorized by the Firm; as her lawful attorney for due discharge of all her obligations under this Agreement and to do the following things and acts, in her name, inter alia:

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Bk - 1, CS No 8259/2022 & Doct No 7985/2022. Sheet 12 of 22 Sub Registrar Champapet



- 1. To enter the Schedule Property, survey the same, prepare layout and service plans, detailed drawings etc. and to sign and apply and follow up with all the concerned regulatory authorities: the matters relating to grant of licenses, approvals, sanctions, consents and registrations under relevant laws, rules, regulations, orders, notifications, for and in respect of the Schedule Property, to obtain sanctions and approvals of layout plans, zoning plans, completion/occupancy certificates etc., as required under applicable laws, rules, regulations, orders, notifications from time to time.
- To do all such acts, deeds and things as may be required to land scape, divide/ sub divide the Schedule Property or carry out, or cause to be done, all technical and engineering activities for the purposes of the development of the Schedule Property and Lay-out of the plots.
- By themselves or through third party contractors, to dig, Lay-out the plots including amenities and complete the Lay-out on the Schedule Property and to submit all undertakings, agreements, affidavits, declarations, applications, bonds, etc., on behalf of the Owner, as required from time to time in connection therewith.
- 4. To do all necessary acts, deeds and things towards completion of the development of the Schedule Property including, without limitation, appointing architects, engineers, workmen and other personnel, obtaining necessary approvals including, without limitation, approvals for the Sanctioned Plan, the commencement certificate, occupancy certificate clearances, approvals, consents and no-objection certificates wherever applicable in the name of the Developers.
- To prepare, consolidate, sign and furnish and file all relevant data(s), applications, undertakings, affidavits, etc., in the prescribed format for grant of all licenses, approvals, sanctions, consents and registrations for development of the Schedule Property from the concerned authorities.
- To sign, execute, affirm, declare, verify, file, submit, furnish all applications and documents, deeds, information before various authorities and departments of the relevant government wherein applications, undertakings, declarations, etc., or any other document as may be required to be filed in connection with the Development Agreement.
- To appear and act either personally or through their authorized officers, agents and/ or lawyers before all authorities, courts, tribunals, officers of the government/ semi government/ local bodies and/ or any other statutory bodies for and in connection with the above purposes.
- To apply for and obtain water connections, sewerage disposal connections, electricity connections, environmental approvals and all other consents and approvals as may be required in connection with the development on the Schedule Property.

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Bk - 1, CS No 8259/2022 & Doct No 7985/2022. Sheet 13 of 22 Sub Registrar Champapet





- 9. To develop the Schedule Property on such terms and conditions as detailed in the Development Agreement and to take steps in this regard to alienate, encumber, convey, sell, exploit, transfer, mortgage including mortgage of land for securing their rights under the Development Agreement, charge, lease, license or otherwise deal with the plotted area falling to the share of the Developers as they may deem fit in order to give effect to the provisions of the Development Agreement.
- 10. To gift or otherwise transfer open spaces and Common Areas in the 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 Lay-out work or other sanction or clearances and execute suitable documents and present the same for registration and to comply with all the formalities of registration.
- 11. To enter into agreement/s of transfer or conveyance/sale deeds of the Developer's share to any third party purchasers/ allottees and if required, present the same for registration and obtain registration by signing by him of the same.
- 12. To apply mutations on behalf of the Owner before concerned authorities for mutation of name of the Owner, receiving pattadar passbook and other works relating to same, for which the Owner shall submit applications as per the procedure and the Developer shall follow-up the same to get the same at the cost of the Developers.
- 13. To transfer by way of sale, mortgage, lease, gift or otherwise the areas allocated to the Developers and areas allocated to the Owner but retained by Developer on account of default of repayment of the interest free refundable deposit 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 favor of third party purchasers/allottees and to present the same for registration and obtain registration and to deliver possession of the plots as to such allottees or third party purchasers, and enter into agreements with such allottees or third party purchasers.
- 14. To raise loans and/or other financial assistance by mortgaging/offering the Developer's share in the Schedule Property as security to such banks and/or institutions for the purpose of development of the Schedule Property and Lay-out work thereon and in the manner detailed in the Development Agreement.
- 15. To advertise, market the selling of plotted area, put sign boards, hoardings in such manner as may be deemed fit and proper by the Developers in their sole and exclusive discretion, subject to existing laws and rules.
- 16. To execute plot buyers agreements, sale/conveyance deeds, memorandum of understanding, agreements to lease, lease deeds, leave and license agreements, power of attorneys and/or all such relevant agreements/documents, term-sheets with respect to Developer's Share of the plotted Area in favour of prospective buyers/lessees for transfer of the plotted areas interest in land along with all easement rights and other relevant appurtenances, rights and intents and in this regard to also do the following:

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Bk - 1, CS No 8259/2022 & Doct No 7985/2022. Sheet 14 of 22 Sub Registrar Champapet





- a) to present and admit execution of the Developers share of plotted area for sale, conveyance, lease, assignment deeds and power of attorneys for registration before the sub-registrar of assurances and obtain duly registered documents from the office of the sub-registrar of assurances;
- b) to sign and move applications and other documents for obtaining mutation of the Schedule Property, rectification of existing records recording extent of Schedule Property in the local land records maintained by all concerned authority(ies) including but not limited to revenue, Tehsil, Ziledar, Patwari, Assessor & Collector, Department of Town & Country Planning and the like;
- c) to appear in person to represent before the officers of all concerned local authority(ies) to secure mutation of the Schedule Property and rectification of local land records and to give any statement, affidavit, application, undertaking, indemnity bond or any other documents that may be required by the Developers for the purpose of Lay-out and development of the Schedule Property;
- d) Subject to this Agreement, to execute and register the Supplementary Agreement earmarking the shares of both the Developers and the Owner of the entire extent of Project Area with the consent of the Owner.
- e) To further delegate any or all of the powers as mentioned above for or on behalf of the Owner, to one or more persons and to revoke such delegation of authority at the discretion of the Developers.
- f) To pay prescribed government fee and/ or charges for obtaining any sanctions, approvals, consents, permissions, water and/ or electricity connections, to the concerned governmental department/ authority.
- g) To file a suit for declaration pursuant to the provisions of the Specific Relief Act, 1963 in the names and on behalf of the Owner at Developers cost and expense and for the purpose engage any lawyer/ solicitor, senior counsel, finalize and sign, verify and present execute the plaint verifications, interim applications, affidavits, rejoinders, replies and/ or file appeals and do all such acts, deeds, matters and things as may be deemed necessary to pursue the suit/ legal proceeding and to settle the suit/ legal proceeding subject to such terms and conditions as may be thought fit and proper.
- h) To do and execute all acts, deeds, matters and things which are incidental to and necessary for the implementation of all the powers vested herein the above and as may be necessary to be done on behalf of or by the Owner in relation to the Development Agreement. Further, the Owner hereby agrees to ratify all such lawful acts lawfully done by the Developers in pursuance of these presents.

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8k - 1, CS No 8259/2022 & Doct No 7985/2022. Sheet 15 of 22 Sub Registrar Champapet





A) Indemnity:

- a) The Owner shall indemnify and hold harmless the Developers, their affiliates, managers, members, directors, officers, employees and consultants against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise on account of:
- Any failure on the part of the Owner to discharge its obligations under this Agreement, and/or
- c) On account of any act(s) or omission(s) or commission(s) or misrepresentations or for breach of any representation and warranties made under this Agreement, the other agreements proposed to be executed between the Parties.
- d) The Owner shall indemnify and hold harmless the Developers against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise on account of any defect in or want of title in relation to the Schedule Property or any part thereof.
- e) The Developers shall indemnify and hold harmless the Owner against any losses or liabilities, cost(s) or claim(s), action(s) or proceeding(s) or third party claim(s) that may arise on account of delay or defect in development of the Schedule Property in accordance with the terms hereof.

B) Governing Law:

This Agreement shall be governed and interpreted by and construed in accordance with the laws of India. The courts at Hyderabad shall have the exclusive jurisdiction over.

C) Force Majeure:

Force Majeure shall mean and include the following:

War, flood, drought, earthquake, epidemic, pandemic or any other calamity caused by nature; Restriction by the Government, judicial, quasi-judicial authorities;

D) Approvals:

The Owner agrees that, in the event that the completion of the Project is delayed on account of any of the aforesaid Force Majeure events, the Developers shall be entitled to extension of the time for delivery of the possession of the share of the area allocated to the Owner.

E) Relationship:

a. Nothing contained in this Agreement shall constitute or be deemed to constitute a partner to partner/employer-employee/principal-agent relationship as between the Parties.

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Bk - 1, CS No 8259/2022 & Doct No 7985/2022. Sheet 16 of 22 Sub Registrar Champapet







 The Parties agree that the relationship as between them shall be on a principal to principal basis.

F) Amendment and Waiver:

a. This Agreement may be amended, modified or supplemented only by way of a written instrument executed by each of the Parties. No waiver of any of the provisions of this Agreement shall be effective unless set forth in writing by each of the Parties to this Agreement.

G) Limitation of Liability:

a. Notwithstanding any provision to the contrary, the Parties shall not be liable for one another's incidental, indirect, special or consequential damages (including lost profits or lost revenues), regardless of whether such liability arises in tort, contract, breach of warranty, indemnification or otherwise.

H) Assignment:

a. The Developers shall have the right to assign any of their rights and/or liabilities arising from this Agreement to any other entity and/or company for whole or part of the Project on such terms and conditions as it may deem fit. For the purposes of this Clause, it is clarified that such an assignment shall require prior consent in writing from the Owner. The Owner, if gives her consent, shall upon the request of the Developers, execute such documents and no objection certificates as may be required by the Developers for giving effect to such an assignment.

I) Severability:

- a. If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be part of the consideration moving from any Party hereto to the others, and the remainder of this Agreement shall be valid, binding and of like effect as though such provision was not included herein.
- b. This document is made in Three copies, one copy shall be kept with the Owner and the other 2 copies shall be with the Developers.
- That the Market/CARD value of the schedule property for the purpose of payment stamp duty and other charges to Registering authority is Rs.4,15,65,000/-.

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PRESTIGE ACRES (P) Ltd.

Bk - 1, CS No 8259/2022 & Doct No 7985/2022. Sheet 17 of 22 Sub Registrar Champapet

NEGIST REGIST



SCHEDULE A SCHEDULE PROPERTY

All that land admeasuring Ac.1-0642 guntas OR 5617 Sq. yards in Sy. No. 111/1/2/1/10f Mamidipally Village, Balapur Mandal, (Previously Saroornagar Mandal), Ranga Reddy District, Telangana and bounded on:

North by : Road

South by : Land in Sy.Nos.104 & 105

East by : Land in Sy.No.110

West by : Land in Sy. No. 112 & 122

SCHEDULE B

(Developer's Share and the Owner's Share in the Project)

"Owner's share": A Saleable Area of 70% in the Schedule A Property, shall be the Owner's share.

"Developer's share": A Saleable Area of 30% in the Schedule A Property, shall be the Developer's share.

WITNESSES WHEREOF THE first part and second party have signedthis Deed of DEVELOPMENT AGREEMENT-CUM- GENERAL POWER with their own free will and consent on the day, month and year first above written before the following witnesses.

WITNESSES

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7985/2022. Sheet 18 of 22 Sub Registrar Champapet





Mr.CH.SESHAGIRI RAO, S/o: Yadagiri Rao, aged about 54 years, Resident of Plot No. 18, Abhydayanagar, Chinthalkunta, Hyderabad, Telangana			
Mr. Y. Sharath Chandra, S/o: Ravi Prasad, aged about 31 years, Occupation: Business, R/o. Plot No. 146, Road No. 10-C, M.P. M.L.A. Colony, Jubilee Hills, Hyderabad, Telangana State: Director of M/S VAISHNAOI INFRATECH AND DEVELOPERS PRIVATE LIMITED			2
MR. MOHAMMAD BILFAQI HABIB S/O: LATE SYED HASAN, aged about 57 years, Occupation: Business 161 Jonathan Court, Glen Ellyn, IL 60137, USA and presently residing at H. No. 8- 2-612/8/1, Road No. 11, Khairathabad, Hyderabad, Telangana State.			L
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We above purchased unable to attend before SRO to sign and complete the transaction in respect of the schedule properties, as such we appoint Sri. CH.SESHAGIRI RAO, S/o: Yadagiri Rao, Resident of Hyderabad as our Representative to attend before SRO, Champapet to complete the said Transaction.

Sig. of Representative.

WITNESSES

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For PRESTIGE ACRES PRIVATE LIMITED

PRESTIGE ACRES (P) Ltd.

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VAISHNAOI INFRATECH AND DEV (P) LTD

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Government of Telangana Tahsildar & Jt. Sub Registrar Office, Balapur

NALA Order

Proceedings of the Competent Authority & Tahsildar Balapur Mandal Rangareddy District

Present:

D SRINIVAS REDDY

Dated: 14/06/2022

Proedgs. No.

2200592227

Sub:

NALA Order

Ref:

Order:

Sri మహమ్మర్ ఐల్ఫక్ హుండ్ Represented By M A GHAFOOR KHAN TAHER R/o Mamidipaile, Balapur, Rangareddy has applied for conversion of agriculture land situated in Sy.No 111/1/2/1/1/1 extent 1.0642 of Mamidipalle Village, Balapur Mandal, Rangareddy District for the purpose of Non- Agriculture. The request of the applicant is found to be consistent with the provisions of the Act.

Hence, the permission is hereby accorded for conversion of the Agricultural Land into Non-Agricultural purpose on the

1. The permission is issued on the request of the applicant and he is solely responsible for the contents made in the

The proposed land transfer is not in contravention of the following Laws:

a. The Telangana Land Reforms (Ceiling on Agricultural Holdings) Act, 1973

The Telangana Scheduled Area Land Transfer Regulation, 1959

The Telangana Assigned Lands (Prohibition of Transfers Act), 1977

- 3. The grant of permission can not be construed that the contents of the application are ratified or confirmed by the
- 4. The permission confirms that the conversion fee has been paid under the Act in respect of above Agricultural lands for the limited purpose of conversion into Non-Agricultural purpose. It does not confer any right, title or ownership to the applicant over the above Agricultural Lands.

6. This permission does not preclude or restrict any authority or authorities or any person or persons or any individual or individuals Or others, collectively of severally; for initiating any action or proceedings under any law for the time being 7. The conversion fee paid will not be returned or adjusted otherwise under any circumstances;;

8. The authorities are not responsible for any incidental or consequential actions or any loss occurred to any body or caused otherwise due to or arising out of such permission granted on any false declaration, claim or deposition made

9. The authorities reserve the right to cancel the permission if it is found that the permission is obtained by fraud,

Tahsildar & Jt. Sub Registrar Office, Balapur Tahsitdar & La Sub Rogistrar,

Balapur Mandal, R.R. District.

To

Sri మహమ్మర్ లిల్ఫకి హలిబ్ Represented By M A GHAFOOR KHAN TAHER

Schedule

SI.No.	Village Mandal & District	Sy.No.	Total extent (Sy.No. wise)	Extent for which permission granted.	Remarks
1	Mamidipalle , Balapur & Rangareddy	111/1/2/1/1/1	1.0642	1.0642	1 3

Bk - 1, CS No 8259/2022 & Doct No 7985/2022. Sheet 20 of 22 Sub Registrar Champapet







Government of India

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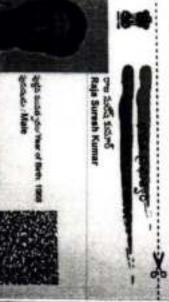


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Government of India

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Hyderabad Telangana Barkara Hills 1700251268 - 50000A



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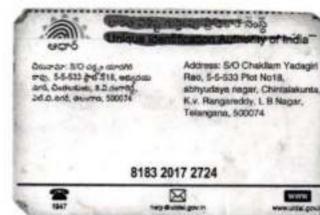
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8k - 1, CS No 8259/2022 & Dact No 7985/2022. Sheet 22 of 22 Sub Registrar Champapet







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Si. No: 11577 Date: 14-06-2022

Sold To: Y. Ravi Prasad

S/o: Late. Y. Venkat narayana R/o: Hyd

For Whom: In Favour of Vaishnaoi Infratech & Developers & Others

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GOPA SREEMANTH

Licensed Stamp Vendor Lic. No.15-10-038/2019 RL. No.15-10-072/2022 Shop No.7, Plot No.44, Madhapur, Serilingampally, Ranga Reddy, Phone No: 9703416341.

ORIGINAL

DEVELOPMENT AGREEMENT WITH IRREVOCABLE GENERAL POWER OF ATTORNEY

This **DEVELOPMENT AGREEMENT WITH GENERAL POWER OF ATTORNEY**is made and executed on this the 15th day of June, 2022, at SRO, Champapet, Ranga Reddy District by and between:

MRS. TAIYABA TALATUNISSA BEGUM, W/o: QAYYUM KHAN, aged about 43years, Occupation:Home Maker, Resident of H. No. 8-2-612/B/1 Road No. 11, Banjara Hills, Hyderabad, TS 500034.

Aadhar No. 5784 8826 2336 PAN Card # EBCPB6481F

(Hereinafter referred to as the "OWNER/LAND OWNER" which term shall unless repugnant to the context otherwise mean and include all her respective legal heirs, successors in interest, legal representatives, executors, administrators, nominees, and assignees of the First Part...)

IN FAVOUR OF

 M/S PRESTIGE ACRES PRIVATE LIMITED registered under Companies Act, 1956 (CIN No. U45400KA2021PTC153545)(PAN No. AAMCP4135C) having its registered office at "Prestige Falcon Tower" No. 19, Brunton Road, Ashoknagar, Bangalore, and Branch office at Level-1, Merchant Towers, Banjara Hills, Road No. 4, Hyderabad, Telangana State Represented by its Authorized Signatory:

faigalia

KIT Hydershad

4.8ft dla

SATAR NO.

Presentation Endorsement:

Presented in the Office of the Sub Registrar, Champapet along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 100000/- paid between the hours of _____ and ____ on the 15th day of JUN, 2022 by Sri Zahra Zaibunissa

Execution admitted by (Details of all Executants/Claimants under Sec 32A): Statilits Signature/lnk Thumb Thumb Impression Photo Address Impression Strar CH. SESHADBII HADINIMS. 2 VAISHNAOI INPRATECH AND DEVELOPERS PROVAME LIMITED REP.BY.Y. SHARATHICHANDRA (DIRECTOR) RAVI PRASAD 10 CL PNO 18 ASTYON MODER HYD [1514-1-2022-8 M/S. PRESTIGE ACRES PRIVATE LIMITED, REP. IIY R. SURESH WIMAR (AUTHORIZED SIGNATORY) SID B. RANDESWAM CL NO. 110 PRESTIGE ROYAL WOODS, BMATPUR, HIMAYATH SAGAR Ranga ROAD HYD. TAIYABA TALATUNISSA BEGUM WIO, GAYYUM KHAN 3 EX 8-2-612/8/1, R.NO. 11, BANJARAHLLS, HYD., TAIYABA TALATUNG [1514-1-2022-8295] Identified by Witness: Doct No SI No Thumb Impression Photo Name & Address of 23 Signature HABIB ALI 1 KOHIARATHABAD HYD -6 Sheet 8255/2022 No EVVS N SAI KAUSIK cs 8k - 1, CS 7986/2022. 2 MADANNAPET HYD

15th day of June,2022

Signal To Sub Registrar Champapet

SI No	No Aadhaar Details Address:		Photo	
1	Aadhaar No: XXXXXXXX2336 Name: Talyaba Talatunnisa Begum	W/O Abdul Qayum Khan, Secunderabad, Hyderabad, Telangana, 500040		
2	Aadhaar No: XXXXXXXX7502 Name: Raja Suresh Kumar	S/O R Ranga Swarny, HYDERABAD, Hyderabad, Andhra Pradesh, 500016	9	

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[1514-1-2022-8255]WI





MR. R. SURESH KUMAR, S/o. Mr.R. Rangaswamy, aged about 53 years, Designation: Sr.VP- Business Operations, R/o. Plot No.119, Prestige Royal Woods, Kismatpur Village, Himayat Sagar Road, Hyderabad, Telangana 500086.AADHAR No. 772590857502

M/S.VAISHNAOI INFRATECH AND DEVELOPERS PRIVATE LIMITED Registered under companies Act., 1956, (CIN NO. U45200TG2006PTC052007) (PAN No.AACCV3862G) having its registered office at Plot Nos. 11 & 12, Amar Society, Guttala Begumpet, Madhapur, Ranga Reddy District, (Hyderabad) Telangana State, Represented by its Director: SRI.Y. SHARATH CHANDRA, S/o: RAVI PRASAD, aged about 31 years, occupation: Business, Resident of Plot No. 146, Road No. 10-C, M.P. & M.L.A. Colony, Jubilee Hills, Hyderabad, Telangana state.

AADHAR No.239633906516

(Hereinafter referred to as the "DEVELOPERS" which term shall unless repugnant to the context otherwise mean and include all their respective successors in interest, legal representatives, executors, administrators, nominees, and assignees of the Second Part.,)

RECITALS:

Whereas

Whereas the Land Lord of the First party herein absolute owner, pattedar and possessor of the agricultural land admeasuring Ac.2-06.00 guntas comprising of Ac.2-0147 guntas in Sy. No. 122/1/2 and land Ac.0-0495 guntas in Sy. No. 122/1/1/1/2, Situated at Mamidipally Village, Balapur Mandal, (Previously Saroornagar Mandal, Ranga Reddy District, Telangana State (under Badangipet Municipality) acquired the same by way of virasath succession and the Tahesildar, Balapur Mandal has issued epattedar pass book and Title Deed book bearing No. T05030150536 & T05030150550 with Khatha No. 60283 & 60144 in respect of the above lands in favour of Land Lord of the First party.

- A) Originally, the larger extent of lands situated at Mamidipally Village were owned by Mr. Raja KishanPrashad and others and one Pattadar named Mr. Fakeer Chand conveyed the lands in Survey Numbers 111, 112, 113, 115,119 & 122 to Mrs. Vazeerunnisa Begum in the year 1922 for a valuable sale consideration of Rs.1500/and pursuant to the death of the said Mrs. Vazeerunnisa Begum, the lands which stand in the name of Mrs. Vazeerunnisa Begum in Survey Numbers 111, 112, 113, 115, 119 & 122 of Mamidipally Village were mutated in the name of Mrs. Hafeezunnisa Begum (Daughter of Mrs. Vazeerunnisa Begum in the year 1929.
- B) Pursuant to it, the name of Mrs. Hafeezunnisa Begum is reflected in WasoolBaqi, Sethwar and Pahanies from the year 1962-1963 to 1999-2000 as Pattadar and Possessor of the lands in Survey Numbers 111, 112, 113, 115, 119 & 122 of Mamidipally Village.
- C) Thereafter, Mrs. Hafeezunnisa Begum expired on 27.01.1994 and the lands held by her in Survey Numbers 111, 112, 113, 115, 119 & 122 of Mamidipally Village were succeeded by her two sons i.e., Mr. Syed Kaiser Ali Hashmyand Mr. Syed Asif Ali Hashmy under virasat proceedings issued by Mandal Revenue Officer, Saroomagar.

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VAISHNAOI INFRATECH AND DEV.(P) LID

Bk - 1, CS No 8255/2022 & Doct No 7986/2022. Sheet 2 of 23 Sub Registrar Champapet Endorsement: Stamp Duty, Tranfer Duty, Registration Fee and User Charges are collected as below in respect of this Instrument. Description In the Form of of Chollan u/S 41of IS Act Stamp Stamp Duty u/S 15 of IS act Fee/Duty DDVBC Cash E-Challan Total Pagen Pay Order Stamp Duty 100 D 415680 0 0 0 415780 Transfer Duty Ó NA. 0 0 0 0 0 Reg. Fee NA. 0 0 100000 0 0 1000000 ō **User Charges** NA. 1000 0 0 0 1000 Mutation Fee NA. 0 B 0 0 0 0 Total 100 0 516660 0 0 516760 ō

Rs. 415960\- towards Stamp Duty including T.D under Section 41 of LS. Act, 1899 and Rs. 100000\- towards Registration Fees on the chargeable value of Rs. 41586000\- was paid by the party through E-Challan/BC/Pay Order No.,753PUP150622 dated .15-JUN-22 of .SBIN/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID. Rs. 5167101-, DATE: 15-JUN-22, BANK NAME: SBIN, BRANCH NAME: , BANK REFERENCE NO: 3639647374636, PAYMENT MODE: CASH-1001138 ATRN 3609647374636, REMITTER NAME: VAISHNAOI INFRATECH AND DEV. P. LTD., EXECUTANT NAME: TAYABA TALAT UNNISA BEGUM.CLAIMANT NAME: VAISHNAOI INFRATECH DEV. P. LTD. ANOTHER).

Date:

15th day of June,2022

Certificate of Registration

Registered as document no. 7986 of 2022 of Book-1 and assigned the identification number 1 - 1514 - 7986 - 2022 for Scanning on 15-JUN-22 .

(P.Madhusudhan Reddy)

Registering Officer

Champapet

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Mandal in Proceedings No. A/540/96, dated 27-05-1999 and their names were incorporated in village revenue records as Pattadars and Possessors and the Tahsildar issued Pattadar Passbooks and Title Deeds in their favour.

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- D) Subsequently, the Revenue Authorities have issued Passbook bearing No. 390601 vide KhathaNo. 544 in favourof SyedKhisar Ali Hashmy in respect of the land admeasuring Acres 30-20Guntas comprising of Acres 9-20 Guntas in Survey No. 111, Acres 9-24Guntas in Survey No. 115 and Acres 11-16Guntas in Survey No. 122 of Mamidipally Village, during his life time executed a WILL deed in favour of Land Lord of the First party herein and others bequeathing the above referred lands equally.
- E) Mr. Syed Khaisar Ali Hashmy expired leaving behind the Land Lord of the First party herein and others as his legal heirs to succeed the lands left by him.
- F) That the Revenue authorities have granted succession and mutated the part of lands of Acres 30-10Guntas comprising of Acres 9-20 Guntas in Survey No. 111, Acres 9-24Guntas in Survey No. 115 and Acres 11-06Guntas in Survey No. 122 of Mamidipally Village in favour of Land Lord of the First party herein and others and issued epattedar pass book and Title Deed book bearing No. T05030150536 & T05030150550 with Khatha No. 60283 & 60144 in favour of Land Lord of the First party. For the lands Ac.2-06.00 guntas comprising of Ac.2-0147 guntas in Sy. No. 122/1/2/1 and land Ac.0-0495 guntas in Sy. No. 122/1/1/1/2/1 of Mamidipally village.
- G) Thus, the Land Lord of the First party has become the absolute owner, pattedar and possessor of the Ac.2-06.00 guntas comprising of Ac.2-0147 guntas in Sy. No. 122/1/2/1 and land Ac.0-0495 guntas in Sy. No. 122/1/1/1/2/1 of Mamidipally Village.
- H) Whereas the land admeasuring Ac.1-0642 guntasor 5617 Sq. Yards comprising of Ac.1-0639 guntas in Sy. No. 122/1/2/1 and land Ac.0.0003 guntas in Sy. No. 122/1/1/1/2/1 of Mamidipally village converted from agricultural to Non-agricultural through proceeding No. 2200592691 & 2200593100, both dated 14-06-2022 by the Tahsildar, Balapur Mandal, Ranga Reddy District.
- The Developers are desirous of developing Lay-out of Residential Plots ("Project") in the Schedule Property by combining it with the adjacent lands. The Owner has agreed to contribute her land i.e. Ac.1-0642 guntas or 5617 Sq. Yards comprising of Ac.1-0639 guntas in Sy. No. 122/1/2/1 and land Ac.0.0003 guntas in Sy. No. 122/1/1/1/2/1, situated at Mamidipally Village, Balapur Mandal, Ranga Reddy District, Telangana State, under Badangpet Municipality into a common pool along with the adjacent owners of the land and facilitate to develop Residential Plots Project with common amenities and facilities and consequently agreed to share the plots proportionate to the extent of ownership of land held by each of them. The Developers have also agreed to join all the adjacent lands into a single residential

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VAISHNAOI INFRATECH AND DEV.(P) LID

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- project with common amenities and facilities and enter into a development agreement with such terms and conditions as it may think fit and appropriate.
- J) The Developers will enter into separate development agreements with each of the adjacent owners and will enter into a supplementary agreement along with all the owners forming part of the project after obtaining the Lay-out permit and share the plots on mutually agreed terms.
- K) Notwithstanding anything contrary contained in this agreement, it shall be Construed that:
 - (i) Any reference to the development of Schedule Property, contribution of the property by the owner and the development agreement, it shall always be construed and deemed to be referring to the joint development agreement having and combining the entire extent of project area, which includes the Schedule Property and as well as the Owner and respective Schedule Property subject to the context and meaning.
 - (ii) All the Development Agreements are part of the Project, and their terms and conditions shall always be read in harmony and meant to be referring to the joint development of the schedule land along lands of the adjacent owners with mutual/respective rights, obligations and sharing of the respective plotted area on the project land.
- J) Whereas, the Developers have capability in developing residential properties and has agreed to develop the Schedule Property on the terms and conditions mentioned herein.
- K) The Owner and the Developers having discussed the terms of the development are desirous of reducing the terms of their development into writing.

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

1. Definitions:

- "Act" means the Real Estate (Regulation and Development) Act, 2016.
- 1.2. "Affiliate" means with respect to any Person (as defined hereinafter), any other Person that directly or indirectly, or through one or more intermediaries, controls, is controlled by, or is under the common control of, such Person. The expressions "control", "controlling" or "controlled", in relation to any Person, means the possession, direct or indirect, of the power to direct, or cause the direction of the management and policies of such Person, through ownership of the voting securities or partnership interests, whether by contract or otherwise;
- "Agreement" means this Development Agreement cum Irrevocable General Power of Attorney.

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TAIYABA TALATUNISSA BEGUM PRESTIGE ACRES (P) Ltd.

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