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DEVELOPMENT AGREEMENT-CUM-GENERAL POWER OF ATTORNEY

This DEVELOPMENT AGREEMENT-Cum-GENERAL POWER OF ATTORNEY is made and executed on this 5^{th} day of MAY, 2022, at Hyderabad.

BETWEEN

Mr. DOMINIC S HASSAN S/o. LATE KHURSHEED HASSAN, Aged about 66 years, Occ: Business, Resident of House No.1-86, Darga Hassan Shah Wali, Hyderabad 500 008 (AADHAAR NO: 3780 5532 6735 / PAN NO: ABLPH6421L / Mobile No: 93910 54190)

HEREINAFTER called the FIRST PARTY/OWNER which expression shall mean and include otherwise repugnant to the context all his heirs, Legal Representatives, Successors, Administrators, Executors, Assignees etc., on ONE PART.

AND

M/s. ALEKHYA CONSTRUCTIONS LIMITED, A Company Incorporated under the Companies Act, 1956 (PAN No. AABCA7208E), having its Registered Office at G 8, Emerald, Amrutha Hills, Punjagutta, Hyderabad 500 082, represented by its Managing Director Mr. MITTA N SUBBA RAJU, S/o Late Mitta Narappa, Aged about 63 years, Occ: Business, Resident of House No. 8-2-293/82/JIII/423, "Sri Laxmi Krupa", Road No.78, Jubilee Hills, Hyderabad 500 096 (AADHAAR NO: 4268 9133 3932 / Mobile No: Phone: 98480 13369)

HEREINAFTER called the SECOND PARTY/DEVELOPER which expression shall mean and include otherwise repugnant to the context all its Directors, Share Holders, Legal Representatives, Successors-in-interest, Administrators, Executors, Assignees etc., on OTHER PART.

WHEREAS, the FIRST PARTY/OWNER had acquired the premises being House Nos. 1-86, 1-86/2, 1-86/4, 1-86/6, 1-86/7, admeasuring 2420 Sq. Yards, in combined layout Sy. Nos. 10 & 11, corresponding to Old Sy.No.38, situated at Darga Hussain Shahwali Village, Serilingampally Mandal, and Ranga Reddy District, through Regd. Gift Settlement Deed Document No.1807/2014, dated: 06.05.2014, Regd. at S.R.O. Serilingampally from Mr. Toghrille Hassan.

WHEREAS, the FIRST PARTY/OWNER has applied for survey of the said land upon which after surveying the land in came to know that the said land falls particularly in Survey No.10, and same also appreciated by the Mandal Surveyor, Serilingampally Mandal vide its Survey Report, Dated 12.03.2018 pursuant to the Orders of Deputy Collector & Tahsildar in Lr. No. B/139/2018, Dated 17.02.2018. It is essential to submit that the said Property is also not falling in FTL or Buffer Zone Area.

For ALEKHYA CONSTRUCTIONS LTD.

MARAGING DIRECTOR

THUS, the FIRST PARTY/OWNER herein is the owner and possessore premises being Demolished H.Nos.1-86, 1-86/2, 1-86/4, 1-86/6, 1-86/7, admeasuring 2420 Sq. Yards, in Sy. No. 10 corresponding to Old Sy.No.38, situated at Darga Hussain Shahwali Village, Serilingampally Mandal, and Ranga Reddy District which is more clearly delineated in the Schedule of Property hereunder and hereinafter termed as Schedule Property.

WHEREAS originally Mr. Abid Hassam Safrani was owned and possessed the Agricultural Land admeasuring Ac. 9.15 Gts in Sy.No.38, situated atDarga Hussaln Shahwali Village, Serilingampally Mandal, Ranga Reddy District having acquired the same by way of purchase under a Registered Sale Deed dated 28.07.1971 bearing Document No. 2052/1971 from its previous owner Smt. Gafoorunnisa Begum and 11 others.

WHEREAS the said Mr. Abid Hassan Safrani being absolute owner and possessor had alienated the land admeasuring Ac.0.20 Gts out of Ac.9.15 Gts in favour of M/s. Banjara Foods Private Limited represented by its Director Mrs. Suraiya Hassan under a Registered Sale Deed Dated 31.03.1980 bearing Document No.2749/1980. Wherein Mrs. Suraiya Hassan has formed a Trust and registered aTrust Deed Dated 18.08.1992 bearing Document No. 8992/1992 in respect of the above said land purchased by M/s. Banjara FoodsPrivate Limited. Subsequently the said Mr. Suraiya Hassan due to her old age and to avoid future disputes had revoked the said Trust Deed by executing a Registered Deed of Revocation of Trust Deed Dated 05.12.2009 bearing Document No.224/2009.

WHEREAS the said M/s. Banjara Foods Private Limited represented by Mrs. Suraiya Hassan has gifted the property acquired through Registered Sale Deed Dated 31.03.1980 bearing Document No.2749/1980 to Mr. Toghrille Hassan under a Registered Gift Deed Dated 16.02.2004 bearing Document No.1667/2004.

WHEREAS Mr. Abid Hassan Safrani during his life time made an Oral Willon 11.04.1984 bequeathing the land admeasuring Ac.6.08 Gts in Sy. Nos. 10 & 11 of Darga Hussain Shahwali Village in favour of Smt. Suraiya Hassan and lands in Sy. No. 332 & 333 of Shaikpet Village in favour of Khairunnissa Begum, Smt. Ameerunnisa Begum and Smt. Zehra Alambardar. The said Abid Hassan Safrani died on 09.05.1984 and thereafter the above said persons have executed a Memorandum of Past Partition pursuant to oral will on 05.06.1985. Though executed the said Memorandum of Past Partition but no partition was effected with metes and bounds. Therefore, the said Smt. Suraiya Hassan had filed a Suit with O.S.No.352 of 1985 against Mrs. Khairunnissa Begum and two others for Partition and Separate Possession. The Hon'ble Principal Sub-ordinate Judge, Ranga Reddy District was pleased to pass Preliminary Decree Dated 24.01.1986 in O.S.No.352 of1985. Pursuant to Preliminary Decree dated 24.01.1986, the said Smt. Suraiya Hassan had filed an I.A.No.786 of 1991 for Final Decree thereby to appoint a Commissioner to deliver separate possession. The said I.A.No.786 of 1991 was allowed on 08.08.1996 passing Final Decree proceedings wherein the land admeasuring Ac.6.08 Gts in \$ Nos. 10 & 11, was allotted to Smt. Suraiya Hassan. For ALEKHYA CONSTRUCTIONS LTD.

Laure

ANGOING DIRBETOR

S/O Mitta Narappa,

E-KYC Details as received from UIDAI:

Shaikpet, Hyderabad, Andhra Pradesh, 500096



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

Address:

Description of Fee/Duty	In the Form of								
	Stamp Papers	Challan u/S 41of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	Total		
Stamp Duty	100	0	1192600	0	0	0	1192700		
Transfer Duty	NA .	0	0	0	0	0	0		
Reg. Fee	NA	0	100000	0	0	0	100000		
User Charges	NA	0	500	0	0	0	500		
Mutation Fee	NA	0	0		-	0	0		
Total	100	0	1293100	0	0	0	1293200		

Rs. 1192600/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 100000/- towards Registration Fees on the chargeable value of Rs. 119259000/- was paid by the party through E-Challan/BC/Pay Order No ,7705BU020522

Online Payment Details Received from SBI e-P

Sub Registrar Serilingampalli (1). AMOUNT PAID: Rs. 1293150/-, DATE: 02-MAY-22, BANK NAME: ICICIC, BRANCH NAME: , BANK REFERENCE NO: 6176682235326,PAYMENT MODE:NB-1001138,ATRN:6176682235326,REMITTER NAME: ALEKHYA CONSTRUCTIONS LIMITED,EXECUTANT NAME: DOMINIC S.HASSAN ,CLAIMANT NAME: ALEKHYA CONSTRUCTIONS LIMITED) .

CS No ABLESTED & Doct No

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2022

05th day of May,2022

Registering Officer Serilingampalli

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WHEREAS Mrs. Suraiya Hassan had approached the MunicipalAuthorities for assessment of the property which was acquired by herin I.A. No. 786 of 1991 and upon her request the municipal authoritieshad assessed the property and allotted the house number as House Nos. 1-86, 1-86/2, 1-86/4, 1-86/6, 1-86/7 to the said property and enteredthe name of the Mrs. Suraiya Hassan in the municipal records. Ever since the date from the date assessment the Mrs. Suraiya Hassan is paying the Property Tax to the GHMC.

WHEREAS the said Smt. Suraiya Hassan being the absolute owner and possessor of the said land admeasuring Ac.6.08 Gts had gifted the same to her cousin brother Mr. Toghrille Hassan under a Registered Gift Deed dated 14.11.2002 bearing posument No.10045/2002.

WHEREAS the said Mr. Toghrille Hassan being the absolute owner and possessor the said land admeasuring Ac.6.08 Gts had executed aRegistered Agreement of Sale-cum-General Power of Attorney, Dated 18.12.2002, bearing Document No.11158/2002 in respect of land admeasuring Ac.5.03-2 Gts out of Ac.6.08 Gts in favour of M/s. Ambience Properties Limited, who in turn had alienated the same to M/s. Fortune Constructions Private Limited under a Registered Sale Deed Dated 08.04.2004 bearing document No. 4103/2004. Thus the said Mr. Toghrille Hassan had left with land admeasuring Ac.1.04-8 Gts out of Ac 6.08 Guntas.

WHEREAS the land admeasuring Ac.0.04-8 Gts had acquired by the Government for the purpose of road widening from Mr. Toghrille Hassan and thus he left with land admeasuring Ac.1.00 Gts or 4840 sq. yds. out Ac 6.08 Gts. Thus he became owner and possessor of the property bearing H.Nos.1-86, 1-86/2, 1-86/4, 1-86/6, 1-86/7, admeasuring Ac 1.00 Gts or 4840 Sq. yards in Sy.Nos.10 & 11, corresponding to Old Sy.No.38, situated at Darga Hussain Shahwali Village, Serilingampally Mandal, Banga Reddy District.

WHEREAS Mr. Toghrille Hassan being absolute owner and possessor of the property bearing H.Nos.1-86, 1-86/2, 1-86/4, 1-86/6, 1-86/7, admeasuring 2420 sq. yds. out of 4840 Sq. yards(Ac.1.00 Gts) in Sy. Nos.10 & 11, corresponding to Old Sy.No.38, situated at Darga Hussain Shahwali Village, Serilingampally Mandal, Ranga Reddy District has gifted the same in favour of his younger brother Mr. Dominic Hassan i.e., FIRST PARTY/OWNER through a RegisteredGift Settlement Deed bearing Document No.1807/2014, dated 06.05.2014, Regd. at S.R.O. Serilingampally. Since then the FIRST PARTY/OWNER is in peaceful possession and enjoyment of the same without any Interruption from any corner.

SM ALEKHYA COMSTRUCTIONS LTD.

MARAGING DIESCIOS

WHEREAS the FIRST PARTY/OWNER herein being the absolute owner and possessor of premises being H.Nos.1-86, 1-86/2, 1-86/4, 1-86/6, 1-86/7, admeasuring 2420 sq. Yds. out of 4840 Sq. yards (Ac 1.00 Gts) in Sy.Nos.10 & 11, corresponding to Old Sy.No.38, situated at Darga Hussain Shahwali Village, Serilingampally Mandal, Ranga Reddy District along with other extent had executed a Registered General Power of Attorney dated 06.05.2014 bearing Document No.1809/2014, in favour of Mr. Toghrille Hassan empowering him to deal with the above said property by all means.

WHEREAS the FIRST PARTY/OWNER being desirous of developing the Schedule Property into Residential Complex to make out more benefits had canvassed the same into market. On such canvassing, the SECOND PARTY/DEVELOPER herein had approached the FIRSTPARTY/OWNER with a proposal to develop the Schedule Property as per its requirements with due sanctions and permissions which was accepted by the FIRST PARTY/OWNER.

WHEREAS the SECOND PARTY/DEVELOPER expressed and assured the FIRST PARTY/OWNER that it is having required infrastructure, expertise and financial resources to develop and construct the Residential Complex more particularly as desired by the FIRST PARTY/OWNER.

WHEREAS the FIRST PARTY/OWNER with the consent of SECOND PARTY/DEVELOPER had made an application before the GHMC Authorities for construction Residential Apartments, who in turn after due enquiry had accorded permission for construction of 2 Cellars + Ground + 5 Upper Floors vide its Permit No.1/C20/00250/2022 in File No.1/C20/07839/2020, Dated 17.03.2022 by collecting regulate fee.

WHEREAS now the FIRST PARTY/OWNER and SECOND PARTY/DEVELOPER to avoid future complications have decided to reduce the terms into writing by way of entering into present Development Agreement-cum-General Power of Attorney and also agreed to abide by strictly with the terms and conditions stated herein.





NOW THIS DEVELOPMENT AGREEMENT-CUM-GENERAL POWER OF ATTORNEY WITNESSETH AS UNDER

THAT the FIRST PARTY/OWNER hereby declares, assure and affirm that he is are the absolute owner and possessor of Schedule Property having marketable title to the same and isfree from all encumbrances.

THAT the FIRST PARTY/OWNER hereby declares as he is competent, qualified and empowered to enter into this indenture.

THAT the FIRST PARTY/OWNER agreed to give the entire Schedule Property to the SECOND PARTY/DEVELOPER for developing the same into Residential Complex and for such purpose the physical possession of it is delivered to the SECOND PARTY/DEVELOPER today.

THAT the SECOND PARTY/DEVELOPER shall develop and construct Residential Complex on the Schedule Property as per the specifications mentioned in Annexure-I enclosed to this indenture.

THAT both the parties have obtained construction permission for construction of Residential Apartments consisting of 2 Cellars + Ground + 5 Upper Floors vide its Permit No.1/C20/00250/2022in File No.1/C20/07839/2020, Dated 17.03.2022.

THAT the SECOND PARTY/DEVELOPER shall make constructions over the Schedule Property as per the approved plans and sanctions, if so required the FIRST PARTY/OWNER shall co-operate to modify the specifications to match the approvals granted by statutory authorities.

THAT the SECOND PARTY/DEVELOPERS had paid an amount of Rs.4, 00, 00,000.00 (Rupees Four Crores only) towards Non-Refundable Deposit to the FIRST PARTY/OWNER in the following manner.

S No.	Cheque No.	Date	Bank	Amount	
1. 2. 3. 4. 5.	693668 693671 241072 241094 000977 000982	12.05.2018 10.05.2018 10.06.2019 15.07.2019 05.03.2020 15.05.2020	SBI SBI SBI SBI HDFC HDFC	Rs. 5,00,000.00 Rs. 5,00,000.00 Rs. 10,00,000.00 Rs. 1,45,00,000.00 Rs. 1,10,00,000.00	
7. 8.	000986 327830	13.07.2020 05.05.2022	ICICI :	Rs. 90,00,000.00 Rs. 25,00,000.00	





THAT the FIRST PARTY/OWNER being the OWNER of Schedule Property and the SECOND PARTY/DEVELOPER being the Developer are entitled the 27.5%: 72.5% ratios in the constructed area along with undivided share of land proportionately coupled with all common rights, parking, privileges, usages etc., The areas allocated may vary or may not vary on approval of plans and sanctions which shall be deemed equated proportionately.

FIRST PARTY/OWNER : 27.5% SECOND PARTY/DEVELOPER : 72.5%

THAT the FIRST PARTY/OWNER had entitled to the share of 14,793 Sq. Ft out of 53,792 Sq. Ft and the SECOND PARTY/DEVELOPER had entitled to the remaining share of 38,999 Sq. Ft out of 53,792 Sq. Ft.

THAT the parties hereto shall share the constructed area as per their agreed ratio in every floor and where there is no scope to accommodate in such lines than it shall be adjusted which would be decided by the parties hereto jointly.

THAT the SECOND PARTY/DEVELOPER shall develop and construct the Residential Complex with its own funds which includes expenses / Deposits to various Departments like Electricity, Water, Sewerage. Further the SECOND PARTY/DEVELOPER shall provide Generator, Lift, and Transformer with its own funds.

THAT the FIRST PARTY/OWNER covenants as he has not enteredinto any agreements with any third party with regard to the Schedule Property and further assures that there are no Court Orders, Attachments, Disputes or Litigations over the Schedule Property.

THAT the FIRST PARTY/OWNER shall indemnify and keep indemnified the loss or damages if any sustained to the SECONDPARTY/DEVELOPER due to defect in title of the Schedule Property.

THAT the FIRST PARTY/OWNER shall be responsible for payment of all arrears for Property Tax, Electricity Bills, Water Charges etc., till date in respect of Schedule Property and henceforth it shall be borne by the SECOND PARTY/DEVELOPER.

THAT the SECOND PARTY/DEVELOPER shall complete the construction of Residential Complex in accordance with sanctions in the authorities and handing over physical possession of completed flats to FIRST PARTY/OWNER within 24 months from the date of this indenture. However the FIRST PARTY/OWNER had granted a grace period of 6 months to the SECOND PARTY/DEVELOPER over and above the agreed span. But the time stipulation may have to be enlarged in the event of conditions which may arose out of natural calamity or otherwise which are beyond the control of human ability or any order from the courts and authorities. Any time consumed by such acts would be excluded from the time agreed for completion of construction.

THAT the SECOND PARTY/DEVELOPER had agreed to pay an amount of Rs.50,000.00 per month towards relocation rent to the FIRST PARTY/OWNER from the date of

handing over the vacant and peaceful possession till the date of handing over the possession of built up area to the FIRST PARTY/OWNER.

THAT the SECOND PARTY/DEVELOPER after completion of building shall obtain Fitness/Occupancy Certificate from the concerned authorities before handing over the share of FIRST PARTY/OWNER.

THAT the SECOND PARTY/DEVELOPER shall make constructions strictly in accordance with the prevailing Laws, Rules, Approvals as applicable over the Schedule Property.

THAT the SECOND PARTY/DEVELOPER shall use standard materials in construction of complex which particularly suits to the specifications annexed hereto.

THAT the FIRST PARTY/OWNER shall not be held responsible for any defect in the construction and the SECOND PARTY/DEVELOPER alone shall be responsible for all such defective constructions followed by required corrections at its costs.

THAT the FIRST PARTY/OWNER shall be at liberty to make inspection of the construction work during the course of work at all reasonable times. However the FIRST PARTY/OWNER shallnot cause any hindrance or obstruction whatsoever to the construction work.

THAT the parties hereto shall enter into an Addendum or Supplementary to this Development Agreement-cum-General Power of Attorney after obtaining necessary permission from GHMC to apportion their respective shares physically by disclosing the flat numbers and extents therefore the said Addendum or Supplementary shall be treated as part of this Development Agreement-cum- General Power of Attorney.

THAT the FIRST PARTY/OWNER hereby appoint the SECONDPARTY/ DEVELOPER as his power of attorney to do the following acts on his behalf in respect of share towards SECOND PARTY/DEVELOPER out of Schedule Property.

To sell 72.5% of its share in the constructed area along with undivided share of land proportionately coupled with all common rights, areas, privileges, usages etc., out of Schedule Property which is allotted to the DEVELOPER/SECOND PARTY in favour of his prospective purchasers. But then the SECOND PARTY/ DEVELOPER alone shall be responsible for the transactions held with the prospective purchasers. Therefore the FIRST PARTY / OWNER shall not be answerable or liable to the purchasers of the SECOND PARTY/DEVELOPER under any circumstances.

To enter into Agreement of Sale or Sales and to execute Sale Deed or Deeds in favour of prospective purchasers by receiving the sale consideration from the parties.

To register or obtain the Agreement/s, Sale Deed/s and anyother conveyance documents including Lease, Mortgage, Lien, etc., with or without conditions by presenting the same before the competent registering authorities.

· DEALSKHYA COBSTRUCTIO

To deliver vacant, peaceful possession of the flats/units, amenities, parking's etc.



To sign, file and present all Vakalats, Petitions, Plaints, Verifications, Affidavits, Counters, Written Statements, Declarations etc., before all the Statutory Offices, Authorities, Tribunals, and Courts in Original or Appellate.

To appear before all the Offices, Authorities, Tribunals, Courts on Original and Appellate Jurisdictions.

To appoint Advocates, Solicitors, Chartered Accountants and other Professionals who are qualified in their respective professions.

To appoint Architects, Engineers and any other specialist asrequired attaining the intention of this indenture.

To adduce evidence by submitting and marking the documents, and receiving the documents.

To do all other further acts, deeds and things which are ancillary to the above including settlement of issues, compounding the issues etc.

THAT the FIRST PARTY/OWNER further declares as all the ACTS, DEEDS and THINGS done by the SECOND PARTY/DEVELOPER shall stand ratified by the FIRST PARTY/OWNER as if he wasdone by it physically and personally.

THAT the SECOND PARTY/DEVELOPER alone shall employee and engages the workers, laborers and other expertise at Schedule Property under its management. Any accidents or incidents held thereon while making the construction, the SECOND PARTY/DEVELOPER alone shall be answerable and responsible to the expenditure, compensations, penalties, prosecutions or whatsoever will be included in construction cost.

THAT the parties hereto agreed as in the event of any differences or disputes arising out of this indenture or any matter relating thereto, the same shall be referred to the sole Arbitrator as per their choice. The Provisions of the Arbitration and Conciliation Act, 1996 shall apply and the place of Arbitration and Jurisdiction of courts shall be exclusively at Ranga Reddy District.

THAT the SECOND PARTY/DEVELOPER has decided the name the project as as his wish. The said name shall be prominently displayed at the site. Both parties agree that under no circumstances the name will be altered and the prospective purchasers also cannot change.



SCHEDULE OF PROPERTY

All that the demolished House Nos. 1-86, 1-86/2, 1-86/4, 1-86/6, 1-86/7, admeasuring 2420 Sq. Yards, particularly in Sy. No. 10 corresponding to Old Sy. No.38, situated at . Darga Hussain Shahwali Village, Serilingampally Mandal, and Ranga Reddy District and bounded by:

NORTH

: Road

SOUTH

: JMR White Lotus Apartments

EAST

: Neighbor's Property

WEST

: House No. 1-86/6/1

IN WITNESSES WHEREOF both the parties hereto have put their respective signatures unto this DEVELOPMENTAL AGREEMENT-CUM- GENERAL POWER OF ATTORNEY with their free will, consent, without any coercion or influence and in their sound mind on the date, month and year first above mentioned in presence of the following witnesses.

WITNESSES:

FIRST PARTY/OWNER

FOR ALEKHYA CONSTRUCTIONS LTD.

ANNEXURE-IA

1. Description of the Building

Demolished House bearing Nos.1-86, 1-86/2, 1-86/4, 1-86/6 & 1-86/7, in Sy.

No.10, situated at DARGA HUSSAIN SHAWALI, Serilingampally Mandal, Under

GHMC, R.R.Dist.

a) Nature of roof

b) Type of structure

R.C.C. Proposed

2. Total Extent of site

2420 Sq. yards or 2023.12 Sq. Mts.,

3. Built up area particulars

53,792 Sq. feet

Ground Floor First Floor

8217 Sq. feet (as per the 9115 Sq. feet sanction by

Second Floor Third Floor

9115 Sq. feet 9115 Sq. feet Commissioner, GHMC

plan enclosed)

Fourth Floor

9115 Sq. feet

Fifth Floor 9115 Sq. feet

Total Area

Total Area

53,792 Sq. feet

Cellar 1 for Car Parking Cellar 2 for Car parking

13391.5 Sq. feet 13391.5 Sq. feet

26783 Sq. feet

4. Land Value

Rs.5, 56, 60,000/-

5. Built-up Area Value

Rs.7, 92, 59,000/-

6. Non-Refundable Amount

Rs.4, 00, 00,000/-

Total Area

Rs.11, 92, 59,000/-

CERTIFICATE

We, the Land Owners and Developers do hereby declare that what is stated above is true to the best of our knowledge and belief.

Place: HYDERABAD.

Date: 05-05-2022

. The BLEBRYA CAR'S WOLLD'S