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P. KARUNA SALAROS LICENCED STAMP VENDOR
LNG. 16-07-014/2013 RL No. 16-07-017/2019
Plat No. 203, Om Sree RK Enclave, Vittsiwadt,
Narayanguda, Hyderabad-29, Ceii: 9397307630

This Agreement ("Agreement") is executed on this the day of March, 2020 at Hyderabad by and between:

DILPREET TUBES PRIVATE LIMITED a company incorporated under the Indian Companies Act, 1956 and having its registered office at Survey No. 49 & 59 Part, IDA, Nacharam, Ranga Reddy District, Hyderabad (hereinafter referred to as "Owner", which expression shall, unless repugnant to the context thereof, be deemed to include its successors and permitted assigns) acting through its Director, Mr. Anand Mehta, s/o Sri. Suresh Mehta, r/o Welkin Park, A Block, 701, Begumpet, Hyderabad 500016, duly authorized by the Owner vide Board Resolution dated 5:23:2920 of the FIRST PART.

ANI

Cakmont Developers LLP, a company incorporated under section 12(1) of LLP Act 2008 and having its registered office at 16-2-742/D/1, Venkatadrinagar, Asmangadh, Malakpet, Hyderabad 500036 (Hereinafter referred to as the "Company" which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors-in-interest and permitted assigns), acting through its Managing Partners Mr. D. Randhir Reddy s/o Late Sri D. Jayachandra Reddy, r/o 16-2-751/A/35/2/4, Firumala Hills, Asmangadh, Malakpet, Hyderabad 500036 and Mr. T. Pavan Kumar, s/o Sri T. Venkataiah, r/o 16-2.742/D, Sahiti Nilayam, Malakpet, Hyderabad 500036, duly authorized by their LLP Agreement of 20th December 2019, of the Second Part.

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The Owner and the Company are hereinafter individually referred to as "Party" and collectively as "Parties".

WHEREAS

- A. The Owner is the absolute owner and peaceful possessor of land admeasuring 4.00 Acres in Survey No. 49 & 59 Part, IDA, Nacharam, IDA, Ranga Reddy District, Hyderabad, having purchased vide registered sale deed No. 9961/2002 Dated 2nd November 2002 which is more fully described in Schedule annexed hereto (Hereinafter referred to as the "Schedule Property")
- B. The Company has evinced interest in development of the Schedule Property into a Mall & Multiplex and a Residential Enclave with amenities and facilities (Hereinafter referred as "Project").
- C. The Owner, has expressed his willingness to give the Schedule Property to the Company on developer and enter into the Development Agreement subject to the condition that the Company will
 - a. complete its title diligence over the Schedule Property and confirm in writing to the Owner that they are satisfied with the title to the Schedule Property
 - b. Obtain the Proceedings from Government of Telangana converting the Land Usage from Industrial to Multi Usage/Commercial and Residential. within 12 months from the date of this Agreement with a grace period of 6 months.
- D. The Parties having agreed to the same are desirous of reducing the terms of their agreement into writing.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

CONDITIONS PRECEDENT

The Owner shall give the Schedule Property to the Company for development of the Project in accordance with the terms and conditions recorded hereinafter subject to fulfilling of condition precedents to the satisfaction of the Company:

1.1. Title to the Scheduled Property:

The Company shall conduct Due Diligence on the title of the Scheduled Property within two months from the execution of this Agreement and the Owner shall provide all and necessary legal documents including but not limited to all anterior link documents and revenue records as requested by the Company to conduct the due diligence to the Company's satisfaction.

1.2. Conversion Proceedings

That the Company undertakes to, on behalf of the Owner, make necessary applications to relevant authorities with respect to obtaining the Conversion Proceedings for conversion of the Land Usage of the Scheduled Property from Industrial Use to Mixed Use on or before 12 months from the date of execution this Agreement, with a grace period of 6 months. All costs in relation to obtaining the Conversion Proceedings shall be borne by the Owner.

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2. DEVELOPMENT AND COST

Upon completing all the conditions precedent as stipulated in clause 1 above, the Owner and the Company shall enter into a development agreement identifying the terms of their development as under:

- The Company shall ensure the plans of the Project are prepared and shared with the Owner and (c) all permissions for the construction of the Project are obtained within reasonable time to be agreed mutually.
- 2.2. The Company proposes to develop on the schedule property after any deductions towards Road Widening:
 - 2.2.1. A Mall & Multiplex of approximately 2,00,000 Sq. Ft. of Saleable Area
 - 2.2.2. A Residential Complex of approximately 3,55,000 Sq. Ft of Saleable Area
 - 2.2.3. The Company shall complete the development of the Project at the sole and exclusive cost and expense of the Company within Reasonable time to be mutually agreed.
 - 2.2.4. The Owner and the Company shall share the total Saleable Area, available car parking spaces, common areas, amenities and facilities in the Project to be constructed/developed by the Company on the Schedule Property as per the sharing ratio set out herein below.

The Owner's share

- a. 36% of the Saleable Area out of the total Saleable Area in the Mall & Multiplex
- b. 36% of the Saleable Area out of the total Saleable Area in the Residential Enclave

The Developer's share

- a. 64% of the Saleable Area out of the total Saleable Area in the Mall & Multiplex
- b. 64% of the Saleable Area out of the total Saleable Area in the Residential Enclave
- 2.3 Within One month of receiving the Building approvals from relevant authorities, the Parties shall, execute a supplementary agreement, identify the areas such as floor, building, unit nos., etc., in the constructed space in the Project that shall fall to the share of each.
- 2.4 The Company shall pay an amount of Rs.5,50,00,000/-Rupees Five Crores and Fifty Lakhs Only) to the Owners as interest free refundable security deposit ("IFRD).

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(Ch. No. 000 624 of 5/3/2020 Drawn on 1CICI Bons Rs.21,00,000/- (Rupees Twenty One Lakhs Only) towards the DEPOSI shall be paid at the time of execution of this Agreement and the balance amount of Rs.5,29,00,000 (Rupees Five Crores and Twenty Nine Lakhs Only) upon receipt of the proceedings/intimation from relevant authorities confirming the change of Land Use from Industrial Use to Commercial and Residential Use.

- The Owner shall refund the DEPOSIT to the Company simultaneously 26 with the handing over of the Owner's share by the Company in accordance with the terms of the development agreement.
- If either party intends to sell their entire share or part thereof of Saleable Area in a Building, the first right of refusal for the same shall be given to the other party with a time period of thirty (30) days to exercise such right. In case the other party doesn't exercise its right in this period, even after expiry of an additional thirty (30) days grace period the Offering party may sell his/her/their share to any third party.

3. OBLIGATIONS OF THE COMPANY (AT ITS OWN COST AND EXPENSE):

- To prepare and finalize the layouts and plans and applications required for construction of the Project on the Schedule Property;
- 3.2. To procure all approvals at the cost and expense of the Company.
- take all necessary steps to prepare required plans/drawings/designs/applications for construction of the Project on the Schedule Property as per all applicable building bye-laws, rules and regulations and submit the same to the concerned local municipal authorities and various government departments and authorities from whom licenses, sanctions, consents, permissions and no objections and such other orders may be required for the construction of the Project:
- To construct, at its own cost and expense, the Project on the Schedule Property and obtain necessary approval, sanctions, licenses etc., in accordance with the sanctioned building plan with such alterations, additions, modifications as may, from time to time, become necessary;
- To complete the construction in Schedule Property and deliver the Owners Share duly completed in all respects, to the Owners as per the terms of this Agreement, within the time stipulated under the development agreement.
- 3.6. In the event the Company fails to complete the construction of the Project and obtain the Occupancy Certificate, within the time stipulated in the development agreement, the Company shall be liable to pay liquidated damages at a mutually agreed price.
- To exercise discretion in all matters relating to conceptualization, manner, method and design of construction of the Project subject to the terms of this development agreement.

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- 3.8. To bear the electricity charges, water charges and property tax from the date of taking possession of the Schedule Property from the Owners till the date of delivery of possession of the Owner's share by the Company in accordance with the terms of this development agreement.
- Shall be responsible for registration of the Project with Real Estate Regulatory Authority, Telangana established under RERA Act, 2016 and obtain requisite registration certificate and comply all necessary compliances without any default.
- Shall carryout the construction strictly as per the Sanctioned Plan, layout plan and specifications of the Project or the phase thereof, and the whole project as sanctioned by the competent authority. Any deviation or contravention is solely attributable to the Company.
- The Company shall also responsible to obtain the completion certificate or the occupancy certificate or both, as applicable, from the relevant competent government authority as per law for the time being in force.
- The Parties shall be entitled to obtain loans and advances from the banks or financial institutions and/or other persons to the extent of their respective share in the Schedule Property. The Company shall be entitled to obtain loans, by mortgaging, creating charge, lien, giving collateral security of undivided interest in the Schedule Property to the extent of its share only and obtain sums from financial institutions, banks, etc., for the purpose of construction of the Project.
- Simultaneously with the completion of the Project and handing over of the Owners share of Saleable Area, the Owners shall convey/transfer the Company's share of Saleable / Leasable Area, proportionate Car Parking Space and undivided share of land in the Schedule Property to the Company or its nominee/s.
- The Company shall bear and pay the applicable property tax payable to the concerned local Municipal Council/any other relevant authorities in respect of the Schedule Property from the date of obtaining approval until handing over of the Owner's share of Saleable Area to the respective Owner in the Project and thereafter, the respective Parties to bear and pay the applicable taxes in proportion to their shares in the Schedule Property.
- The Company shall be solely entitled to erect boards in the Schedule Property or to advertise in newspapers or any other media for marketing the Project in the best possible manner.
- The Company shall be solely responsible to pay all the taxes and fees which are leviable till completion of the Project. The Parties shall bear and pay any and/or all applicable taxes of whatsoever name and nature pro-rata to their respective shares of Saleable Area in the Project as may be levied by the concerned authorities.

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- The Com[any or its nominees, agents' agencies, etc., shall maintain the entire Project, including the Owner's share, and the Owners shall pay their pro-rata share of the cost of such maintenance and such rate shall be not be more than what is charged to Company or other co-owner. The Maintenance charges, in respect of the Owner's share shall be applicable from the date the Owner's share is delivered by the Company. The Owners shall enter into a separate agreement with the Company for the terms of such services including the scope of services and the charges.
- The name of the Project to be constructed on the Schedule Property shall be decided by the Parties and no party shall at any time change or subscribe to the change of the name of the Project.
- The Company shall bear and pay the stamp duty, legal fee and other expenses on account of registration of the development
- 4. In the event the Conditions Precedent are not completed within the period stipulated under this Agreement, the Owner shall be entitled to at his discretion either extend the term of the Agreement or terminate the Agreement and refund all monies paid by the Company to the Owner as Deposit under this Agreement.

5. TERMINATION

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 to preside over the disputes arising out of this Agreement.

6. DISPUTE RESOLUTION

Any disputes and / or differences whatsoever arising under or in connection with this Agreement which could not be settled by the parties through negotiations shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996 by an arbitral panel comprising of three (3) arbitrators, one appointed by the Owner and one by the Developer and the two arbitrators so appointed shall appoint the third arbitrator, who shall be the Chairman of the arbitral panel. All proceedings shall be conducted in English. The venue of arbitration shall be Hyderabad and the decision of the arbitration tribunal shall be final and binding on both parties.

AMENDMENT:

This Agreement shall not be amended except by an agreement in writing signed by the authorized representatives of the Parties and such agreement shall be read as part and parcel of this Agreement.

NOTICES:

Any notice required or permitted to be given hereunder shall be in the English language and shall be in writing and sent to the address mentioned in the Agreement.

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9. COUNTER PARTS

This Agreement is made, executed and registered in requisite counterparts. Each Party is entitled to retain one of such counterparts.

SCHEDULE PROPERTY

All that part and parcel of the land admeasuring 4-00 Acres bearing Plot No. P8 in Survey Nos. 49 & 59 PART, IDA, Nacharam, Ranga Reddy District, Hyderabad bounded by -

North: 100 Feet Wide Road

South: M/s Sanjeeva Blades

East: 60 Feet Wide Road

West: India Micro Ceramic Industries.

IN WITNESS WHEREOF the Owners and the Developer have signed this Agreement on the day, month and year first above mentioned in the presence of the following witnesses;

WITNESSES:

FIRST PART/OWNER

SECOND PART/COMPANY

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DEED OF SALE

This Deed of Sale made at Hyderabad this the . day of . . June . . one thousand nine hundred eighty for. by the Andhra Pradesh Industrial Infrastructure Corporation Limited, a Government Company registered under the Companies Act, 1956, having its registered office at Parishrama Bhavanam, 6th Floor, Basheerbagh, Hyderabad - 500 029 represented by its Law Officer, (hereinafter called the Party of the First Part which expression shall include its successors in office and assignees)

IN FA VOUR OF

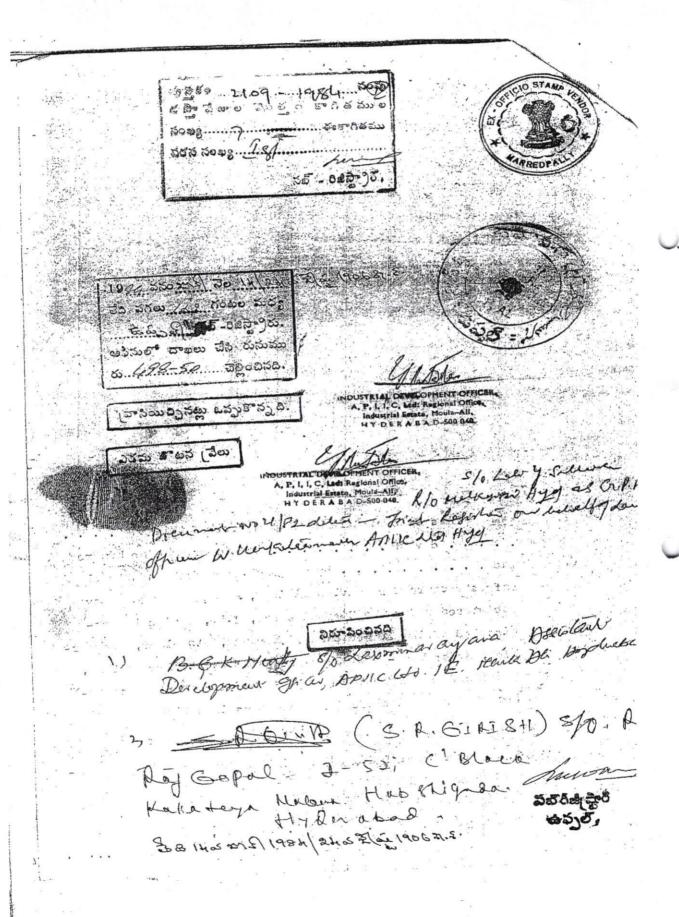
M/s DELHI TUBES (P) LIMITED a Company under the Companies Act, 1956 in the State of Andhra Pradesh and having its registered office at Industrial Development Area, Nacharam

(hereinafter

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HYDERABAD-500 029.





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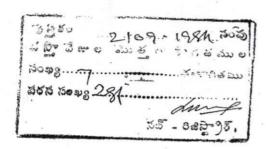
called the Party of the Second Part which expression, shall unless the context required otherwise include its successors and assignees)

Whereas upon the application of the Party of the Second Part the Party of the First Part allotted to the Party of the Second Part 4 acres of land situated at Industrial Development Area, Nacharam, Hyderabad more particularly described in the schedule hereunder and for greater clearness delienated in the plan hereto annexed hereinafter referred to as the said land for the setting up a factory for the manufacture of 'Black Galvanised & Alluminised Steel Pipes & Tubes.

And whereas vacant possession of the said land was delivered to the Party of the Second Part on 17-2-1971.

LAW OFFICER

A.P. Industrial Infrastructure Corpn. Lee Paris: ama Bhavanam. 6th Floor, FATEH MAIDAN ROAD, HYDERABAD-500 029.







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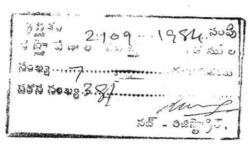
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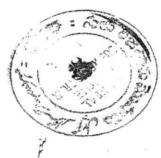
And whereas an agreement was entered into on 13-2-1971/ 5-4-1982 between the Party of the Second Part and the Party of the First Part specifying the terms and conditions governing the allotment of the land to the Party of the Second Part.

And whereas pursuant thereto the Party of the Second Part commenced construction on the land and the factorly and other buildings necessary for the mfanufacture of 'Black Galvanised & Alluminised Steel Pipes & Tubes Which are completed.

And whereas the Party of the First part has agreed to sell and the Party of the Second Part has agreed to purchase the said land free and all encumberances for a total consideration of Rs. 87,120/- (Rupees eighty seven thousand one hundred twenty only) towards the cost of the land including the development charges, having the paid to the party of the







First Part by the Party of the Second Part, the receipt whereof the Party of the First Part hereby admits and acknowledges, the Party of the First Part both hereby sell, grant, convey, transfer and assign unto the Party of the second Part all that piece and Parcel of land being plots in Industrial Development Area particularly described in the Schedule hereunder and for greater clearness delienated in the Plan annexed hereto Together with all rights title, interest, easements, and all other rights in anywise/appurtaining thereto to Hold the said land unto and to the use of the Party of the Second Part absolutely and for ever. The Party of the Second Part sahll use the said land for the aforesaid purpose of putting up a factory or factories only permitted by the Competent Authority and also the Managing Director of Industrial Infrastructure Corporation Limited and for no other purpose. The Party of the Second Part agrees that it shall not put up any structure or building other than a factory building or buildings without prior permission in writing of the Party of the First Part. The general layout of all buildings structures and installations in the plot should be subject to prior approval of the Party of the First Part apart from the appropriate authorities. (The Party of the Second Part further agrees that if the Party of the Second Part commits a breach of any of the covenants herein contained, it shall be lawful for the Party of the First Part to re-enter upon the said land and take possession thereof; and also of any buildings standing thereon, and thereupon the transfer made in favour of the Party of the Second Part shall)

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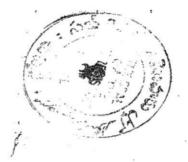
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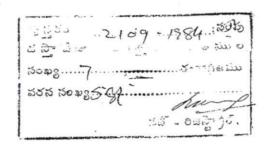
become mull and of no effect and all rights of the Party of the Second Part in the said land and in any buildings standing thereon shall at once cease and determine.

- 2. The Party of the First Part assures the Party of the Second Part that the said land is free from all encumberances or charge or obligations of any kind what-some and nobody else has any right, title or interest in the said land.
- 3. The Party of the First Part covenants with the Party of the Second Part that the said land shall quietly be entered into upon and held and enjoyed and the rent and profits received therefrom by the Party of the Second Part without interruption, distribunce, claims or demands whatsoever from the Party of the First Part.
- of the Party of the First Part shall at the cost of the Party of the Second Part take all necessary steps and sign applications, paper and or further documents for more perfectly assuring the said land to the Party of the Second Second Part and for getting the name of the Party of the Second Part mutated in the Municipal and or Revenue records as the owner of the said land.
- Party of the First Part covenants with the Party of the Second Part that if for any defect in the title of the Party of the First Part, the Party of the Second Part is deprived of the whole or any part of the said land, the Party of the First Part hereby undertakes to indemnify and/or compensate that Party of the Second Part in full.

6. The Party of the First Part is exempted from the

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A.P. Industrial Infrastructure Corpn. Loss.
Paristens Bhavanara 6th Floor,
FATCH STAIDAN ROAD.
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provisions of the Urban Land (Ceiling and Regulation) Act. 1976 under Section 19 (1) to the vacant lands held by its as it is a Government Company as defined in Section 617 of the Companies Act, 1956 (Act I of 1956)

THE SCHEDULE ABOVE REFERRED TO

District: Ranga Reddy, Taluq: Hayatnagar, Village: Nacharam. GramPanchayat: Nacharam.

DISCRIPTION OF LAND: Plot No: P-8 measuring 4 acres of land in Survey Nos: 49 & 59 (Part) situated at Industrial Development Area. Nacharam, Hyderabad, Hayatnagar Rq., Ranga Reddy Dt.

BOUNDED BY:

NORTH BY : 100' Wide Road,

South By: Plot No: P-8/4 (M/s Sanjeeva Blades)

East By : 60' Wide Road.

West By: Plot No: P-8/1(M/s India Micro Ceramic Inds.)

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In witness wherefor the Baw Officer for and on behalf of Andhra Pradesh Industrial Infrastructure Corporation Limited, Hyderabad has put his hand and seal for and on behalf of and by the order and direction of the Party of the First Part on the day and year first herein above written in the Presence of the following witnesses:

WITNESSES: -1. P. UEUKala Swamy DDII CWA, Hod

LAW OFFICER

For and on behalf of A.P.Industrial

Infrastructure Corporation Ltd.,

Hyderabad. LAW OFFICER

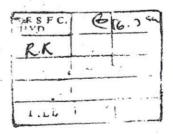
Industrial Infrastructure Corps Ltd. Parisiama Bhayanam Gui: 11.11. FATEH MAIDAN RU .L. HYDERABAD-500 029.

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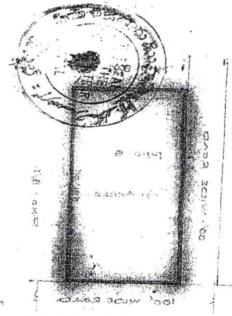
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PEAN FOR PLOT NO. 8. IN S. NO. 49 8 59 (PARTIGOT J.P.A. MACHARAM HYDERABAD. AP. I. I. C. ... LID. TUBES PV. LTD. INCLUDED Das Boulder EXCUDED. 1 INCH - 2001 PNO- 8/4 PHO. B 100 WIDE ROAD WITNESS . OF VENDOR. SIGN P. VEn Kala Sw anny Do is cue, tosd. DAW OFFICER A.P. Industrial Infrastructure Corpa. bet Parisi ama Bhavanam. 6th Floor, FATEH MAIDAN ROAD, HYDERABAD-500 029. S. JANARI RAMA MURTHY 8. Arch MCA, AllA Architect, Licence No. 162 80/1, N.T.C; X-Roads Hyd-20

PLOT NO 8 IN S NO REGISTRATION WELVER OF MILETARIA La esaye CITA NO SOSSAPIE YE. MIDEE. వరస సంఖ్యేమ... CIACILLIDET' enacrons a There - 2.00 A 58 . A.



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S. SANARI RABBA BEURTHY