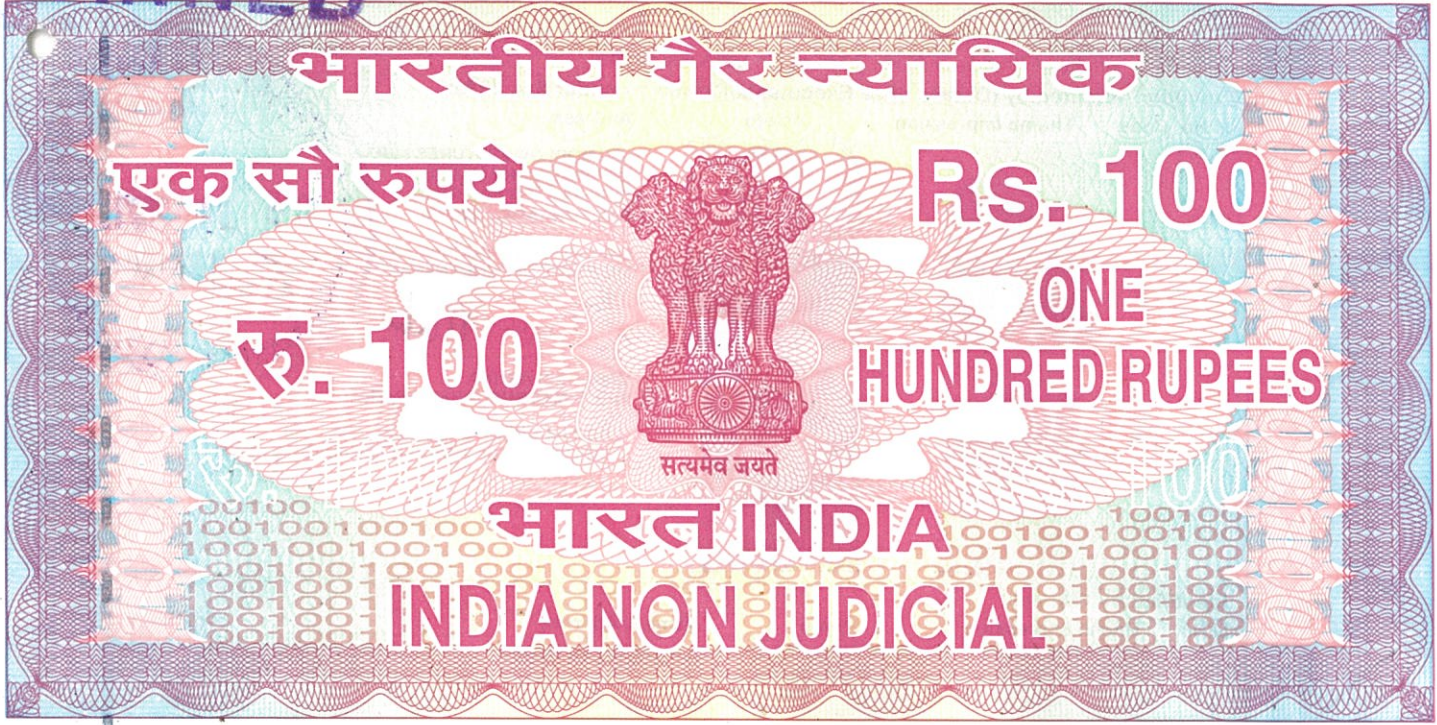


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BA 747423

Tran Id: 230816131640089851
Date: 16 AUG 2023, 01:18 PM
Purchased By:
RAMESH
S/o LATE NARSING RAO
R/o HYD
For Whom
MODI GV VENTURES LLP

K. SATISH KUMAR
LICENSED STAMP VENDOR
Lic. No. 16/05/059/2012
Ren.No. 16/05/029/2021
Plot No.227, Near C.C. Court,
West Marredpally, Sec-Bad
Ph 9849355156

JOINT DEVELOPMENT AGREEMENT CUM GENERAL POWER OF ATTORNEY

This Joint Development Agreement cum General Power of Attorney (hereinafter referred to as JDA) is made and executed on this 17th day of August, 2023 by and between:

Dr. Varanasi Aruna, W/o. Dr. V. Madhusudhan Prasad, aged about 53 years, Occupation: Homemaker, resident of 11-4-649/2/9, Sree Vilas, A. C. Guards, Khairtabad, Hyderabad-500 004 (Pan No. ARGPV4662E, Aadhaar No.: 783807030016) hereinafter referred to as the Owner.

AND

M/s. Modi GV Ventures LLP (Pan No. ABUFM6980A), a Limited Liability Partnership Firm having its registered office at 5-4-187/3 & 4, II Floor, Soham Mansion, M. G. Road, Secunderabad-500 003, represented by its Designated Partner, Mr. Sachin Malve, S/o Mr. Durgadas Malve, aged about 52 years occupation Business, hereinafter referred to as the Developer.

The expressions Owner and Developer shall mean and include unless it is repugnant to the context, their respective heirs, legal representatives, administrators, executors, successor in interest, assignees, nominees and the like.

For MODI GV VENTURES LLP

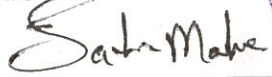



Authorised Signatory

Presentation Endorsement:

Presented in the Office of the Sub Registrar, Shamirpet 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 3 and 4 on the 17th day of AUG, 2023 by Sri Varanasi Aruna

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

SI No	Code	Thumb Impression	Photo	Address	Signature/Ink Thumb Impression
1	CL		 M/S. MODI GV VENTURES L [1516-1-2023-5876]	M/S. MODI GV VENTURES LLP REP. BY. SACHIN MALVE (DESIGNATED PARTNER) S/O. DURGADAS MALVE O/O 5-4-187/3 & 4 SOHAM MANSION MG ROAD, SECUNDERABAD	
2	EX		 VARANASI ARUNA::17 [1516-1-2023-5876]	VARANASI ARUNA W/O. V MADHUSUDHAN PRASAD H.NO. 11-4-649/2/9 SREE VILAS A C GUARDS KHAIRATABAD, HYDERABAD	

Identified by Witness:

SI No	Thumb Impression	Photo	Name & Address	Signature
1		 K PRABHAKAR REDDY [1516-1-2023-5876]	K PRABHAKAR REDDY AADHAR	
2		 M PC K V PRASAD BABU [1516-1-2023-5876]	M PC K V PRASAD BABU AADHAR	

Biometrically Authenticated by
SRO SHESHAGIRI CHAND
on 17-AUG-2023 15:26:42

17th day of August, 2023


Signature of Sub Registrar
Shamirpet

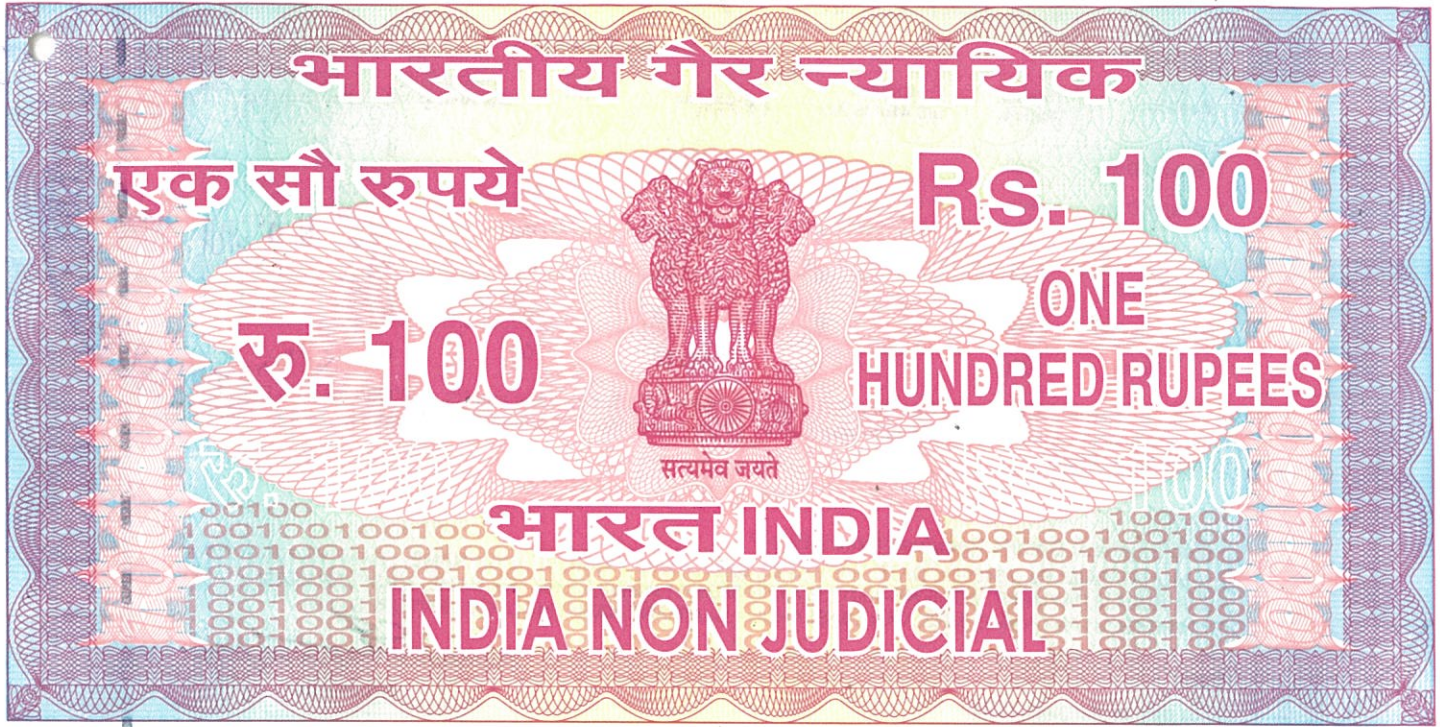
E-KYC Details as received from UIDAI:

SI No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXX0016 Name: Varanasi Aruna	W/O Varanasi Madhusudhan Prasad, AC guards, Hyderabad, Andhra Pradesh, 500004	
2	Aadhaar No: XXXXXXXX8663 Name: Sachin Malve	S/O Durgadas Malve, Secunderabad, Hyderabad, Andhra Pradesh, 500003	

Bk - 1, CS No 5876/2023 & Doct No
5810/2023. Sub Registrar
Sheet 1 of 20 Shamirpet

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Tran Id: 230816131640089851
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Lic. No. 16/05/059/2012
Ren.No. 16/05/029/2021
Plot No.227, Near C.C.Court,
West Marredpally, Sec-Bad
Ph 9849355156

WHEREAS:

- A. Shri Bathula Hanumanth Yadav purchased land admeasuring Ac. 0-17 gts., in Sy. No. 228 of Turkapally Village, Genome Valley, Shamirpet Mandal, Medchal-Malkajgiri District, Hyderabad, Telangana from its original pattedars viz., Rudraboina Pedda Laxmaiah, Rudraboina Venkatamma, Rudraboina Durgamma, Rudraboina Anil Kumar, Rudraboina Narasamma, Rudraboina Andalu and Rudraboina Kistaiah by way of registered sale deed bearing document no. 6637/2002 dated 14-11-2002 registered at SRO Shamirpet.
- B. Shri Bathula Hanumantu Yadav executed an agreement of sale cum general power of attorney for the said land in favour of Mr. A. Veera Reddy, registered as document no. 74/2004 dated 3-01-2004 at SRO Shamirpet.
- C. Mr. A. Veera Reddy as GPA holder sold the said land admeasuring Ac. 0-17 gts., to the Owner herein by way of registered sale deed bearing no. 7452/2004 dated 19-07-2004 registered at SRO Shamirpet.
- D. The names of Rudraboina Pedda Laxmaiah family, Bhatula Hanumanth Yadav and the Owner herein are appropriately reflected in the pahanis. The said land was mutated in favour of the Owner by way of MRO proceeding bearing no. B/1130/2004 dated 26-08-2004. Patta no. 759 title book no. 442391 were issued to the Owner by the revenue department. After the advent of the Dharani portal new pattapassbook were issued to the Owner (Kata no. 60294, Passbook no. T06130030899).

[Signature]

For MODI GV VENTURES LLP

[Signature]
Authorised Signatory

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

Description of Fee/Duty	In the Form of						Total
	Stamp Papers	Challan u/S 41 of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	
Stamp Duty	200	0	663490	0	0	0	663690
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	100000	0	0	0	100000
User Charges	NA	0	1000	0	0	0	1000
Mutation Fee	NA	0	50	0	0	0	50
Total	200	0	764540	0	0	0	764740

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Rs. 663490/- 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. 66358500/- was paid by the party through E-Challan/BC/Pay Order No. 749FP3160823 dated 16-AUG-23 of YESB/

Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 764590/-, DATE: 16-AUG-23, BANK NAME: YESB, BRANCH NAME: , BANK REFERENCE NO: 3853511989438, PAYMENT MODE: NB-1001138, ATRN: 3853511989438, REMITTER NAME: MRS. VARANASI ARUNA, EXECUTANT NAME: MRS. VARANASI ARUNA, CLAIMANT NAME: MODI GV VENTURES LLP).

Date:

17th day of August, 2023

Signature of Registering Officer
Shamirpet

Certificate of Registration

Registered as document no. 5810 of 2023 of Book-1 and assigned the identification number 1-1516-5810-2023 for Scanning on 17-AUG-23.

Registering Officer

Shamirpet

(Sheshagiri Chand)

NOTE: One (1) copy has been registered along with the original

Sub-Registrar
Shamirpet

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- E. Accordingly, the Owner has become absolute owner and possessor of land admeasuring Ac. 0-17 gts., forming part of Sy. No. 228, of Turkapally Village, Genome Valley, Shamirpet Mandal, Medchal-Malkajgiri District, Hyderabad, Telangana and more fully described in the schedule and plan enclosed herein and is hereafter referred to as the Scheduled Land.
- F. The land was converted into non-agricultural use by way of order no. 2300300721 dated 28-04-2023 by MRO Shamirpet.
- G. The Owner has expressed interest in developing her land by constructing a Commercial Complex along with common amenities like power supply, power backup, water supply, compound wall, gate, etc.
- H. The Owner does not have adequate expertise and experience in taking up the Commercial Complex on their own and have been scouting for an entrepreneur who has the requisite resources and expertise.
- I. The Developer is in the business as real estate developers and managers and the Owner has approached the Developer for purposes of taking up the development of the Scheduled Land.
- J. The Developer has agreed to take on development the Scheduled Land as proposed by the Owner. The Developer intends to develop the entire Scheduled Land by constructing a Commercial Complex along with certain common amenities.
- K. The Developer and the Owner have hereto reached into an agreement and understanding wherein:
- The Developer shall take the entire responsibility to develop the Scheduled Land at its own cost.
 - The Developer shall obtain necessary permits for building construction and other permissions at its own cost.
 - The entire Scheduled Land is proposed to be developed into an Commercial Complex consisting of basement + stilt floor for parking and Office Space on the 6 upper floors along with amenities like power supply, power backup, water supply, compound wall, gate, etc.
 - The Office Space along with proportional parking space and proportionate undivided share in the Scheduled Land shall be shared amongst the Developer and the Owner in certain proportion as provided under this agreement. The respective share shall be identified by meets and bounds.
 - In view of the above sharing of Office Space together with undivided share in the Scheduled Land the Ownership rights of the Owner and the Developer in the Scheduled Land shall get restricted and limited to the extent of the undivided share of land appurtenant to the Office Space which are agreed to be shared amongst themselves.
 - The Owner and the Developer shall be entitled absolutely to sell/enjoy/own their respective shares of Office Space without any let and hindrance from each other and to convey perfect title to the prospective purchasers of the Office Space. The Developer and the Owner shall execute all such documents that may be required to convey perfect title to prospective purchasers/occupants/tenants.
 - The Owner shall execute a General Power of Attorney in favour of the Developer authorizing the Developer to execute relevant agreements and conveyance deeds, etc. for sale/lease of Office Space falling to the share of the Developer.
- L. The total proposed construction/development is as follows:
- Total basement parking area – 13,380 sft – 24 car parkings.
 - Total stilt floor parking area – 7,250 sft – 18 car parkings.
 - Typical floor area – 7,250 sft.
 - No of typical floors – 6.

For MODI GV VENTURES LLP


Sahin Malik
Authorised Signatory





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5810/2023. Sheet 3 of 20

Sub Registrar
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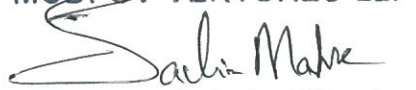


- v. Built-up area of proposed commercial complex – $7,250 \times 6 = 43,500$ sft.
 - vi. Common area: lift + staircase + lobby on basement, stilt and terrace floor – $920 \text{ sft} \times 3 \text{ floors} = 2,760$ sft.
 - vii. Total super builtup area/leasable area = $43,500 \text{ sft} + 2,760 = 46,260$ sft.
 - viii. Total super builtup area per typical floor = $7,710$ sft.
 - ix. Total land area is = $17 \text{ guntas} = 2,057 \text{ sq yds}$.
 - x. Undivided share of land per $1,000$ sft of super builtup area = 44.47 sq yds .
 - xi. The details of specifications and amenities are given in Annexure -A.
 - xii. The plan of the site along with stilt floor is attached herein as Annexure -B.
 - xiii. The plan of the typical floor is attached herein as Annexure -C.
 - xiv. The plan of the basement floor is attached herein as Annexure -D.
- M. The parties herein have agreed to share the proposed development in the ratio of 60:40. On completion of development the Owner shall become absolute owner of 40% of Office Space along with proportionate parking area and undivided share of Scheduled Land. Similarly, on completion of development the Developer shall become absolute owner of 60% of Office Space along with proportionate parking area and undivided share of Scheduled Land.
- N. The parties hereto have applied for building permit to the HMDA for the proposed development. In order to speedup the process of building permit, permit for basement, stilt + 4 upper floors has been made. Upon receipt of the said permit, fire NOC shall be obtained for the total proposed development of basement, stilt + 6 upper floors and on receipt of the fire NOC, building permit shall be applied for additional 2 upper floors. It is agreed between both the parties that the total constructed area along with proportionate parking and undivided share of land shall be divided between them as per the ratio given above, however, it shall be subject to obtaining building permit. The eventual development would be as per building permit and the division of Office Space between the parties shall be as a proportion of the building permit/actual development.
- O. Based on the master plan prepared for development of the Scheduled Land, the parties hereto have identified and determined their respective Ownership of Office Space along with proportional parking space and undivided share of land by meets and bounds and the details of which are given under:

Sl. No.	Item	Share of Owner	Share of Developer
1.	Car parking in the basement floor	10 nos.	14 nos.
2.	Car parking in the stilt floor	7 nos.	11 nos.
3.	Area on first floor	BUA - 7,500 sft. SBUA - 7,710 sft.	Nil.
4.	Area on second floor	BUA - 7,500 sft. SBUA - 7,710 sft.	Nil
5.	Area on third floor	BUA - 3,000 sft. SBUA - 3,084 sft.	BUA - 4,500 sft. SBUA - 4,626 sft.
6.	Area on fourth floor	Nil.	BUA - 7,500 sft. SBUA - 7,710 sft.
7.	Area on fifth floor	Nil.	BUA - 7,500 sft. SBUA - 7,710 sft.
8.	Area on Sixth floor	Nil.	BUA - 7,500 sft. SBUA - 7,710 sft.
9.	Undivided share of land	822.80 sq yds	1,234.20 sq yds
10.	Terrace space	3,000 sft	4,500 sft



For MODIGV VENTURES LLP


Authorised Signatory

Bk - 1, CS No 5876/2023 & Doct No
5810/2023. Sheet 4 of 20 Sub Registrar
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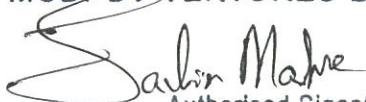


- P. It is agreed between the parties herein that the proposed division of Office Space + proportionate parking + proportionate undivided share in land shall be subject to actual permits approved by statutory authorities.
- Q. In all the Developer shall have ownership rights on 27,756 sft of Office Space along with 25 car parking and 1,234.20 sq yds of undivided share in land. Similarly the Owner shall have Ownership rights on 18,504 sft of Office Space along with 17car parking and 822.8 sq yds of undivided share in land.
- R. The Owner has on this day, by way of this agreement, executed a General Power of Attorney in favour of the Developer to enable the Developer to sell/lease/enjoy their share of Office Space to prospective purchasers/occupants/ lessees without any further reference to the Owner.
- S. The parties hereto are desirous of recording the understanding reached amongst them with regard to the development of the entire Scheduled Land into writing.

NOW THEREFORE THIS JOINT DEVELOPMENT AGREEMENT CUM GENERAL POWER OF ATTORNEYWITNESSETH AS FOLLOWS:

1. In pursuance of the foregoing and in consideration of mutual obligations undertaken by the Owner and Developer under this Joint Development Agreement cum General Power of Attorney, the Developer hereby agrees to develop the Commercial Complex on the Scheduled Land and the Owner hereby irrevocably authorize, appoint, nominate and empower the Developer to undertake the development of the land belonging to the Owner along with the land belonging to the Developers totally admeasuring about 2,057 sq yds forming a part of Sy. No. 228, Turkapally Village, Genome Valley, Shamirpet Mandal, Medchal-Malkajgiri District, Hyderabad, Telangana, being the Scheduled Land, subject to the terms and conditions hereinafter contained.
2. The Developer keeping in view the optimum utilization of land, salability and other relevant factors intends to undertake development of a Commercial Complex by constructing Office Space along with common amenities on the Scheduled Land and the Owner agree and affirm that they have understood the scheme of development of the Scheduled Land formulated by the Developer and that they agree to the scheme so formulated by the Developer. The development activity proposed to be taken up in pursuance of this agreement is hereinafter referred to broadly as "Commercial Complex".
3. Nature of the transaction between the Owner and the Developer:
 - a. The Owner agrees to transfer 60% undivided share in the Scheduled Land to the Developer.
 - b. The Developer agrees to pay the consideration for the land transferred to it by the Owner in kind, by constructing Office Space on the balance 40% undivided share in Scheduled Land retained by the Owner at the cost of the Developer.
 - c. During the course of development and on completion of the development on the Scheduled Land, the Developer shall become exclusive owner of 60% of the Office Space proposed to be constructed thereon along with appurtenant 60% undivided share in the Scheduled Land.
 - d. During the course of development and on completion of the development on the Scheduled Land, the Owner shall become exclusive owner of 40% of the Office Space proposed to be constructed thereon along with appurtenant 40% undivided share in the Scheduled Land.

For MODIG VENTURES LLP


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- e. The Owner and Developer shall be absolutely authorized to sell/enjoy/lease their share of Office Space along with car parking and undivided share of land to prospective purchasers without any further reference to each other.
- f. The Owner, Developer and prospective purchasers shall be entitled to enjoy the common amenities, easement rights and other such rights in the Commercial Complex without claiming exclusive ownership of the same.
4. In consideration of the Developer agreeing to develop the Scheduled Land into a Commercial Complex by developing Office Space and Common Amenities for the Owner, 40% (Forty percentage only) of the total Office Space proposed to be constructed, as per the specifications in Annexure –A at the cost of the Developer, the Owner agrees to convey or transfer or assign 60% (sixty percentage only) of the total undivided share in the Scheduled Land in favour of the Developer and /or its nominees.
5. The consideration payable by the Developer to the Owner for sale and transfer of 60% of undivided share in the Scheduled Land pertaining to 60% of the total Office Space proposed to be developed/constructed is by way of development/construction and delivery of 40% of the total Office Space proposed to be constructed in the Commercial Complex by the Developer or its agent on the Scheduled Land at the cost of the Developer. In view of the same, the Owner is not liable to pay any amount to the Developer for development/construction of the Owner's 40% share of the Office Space and delivery thereof to the Owner. Likewise, the Developer is also not liable to pay any sale consideration for sale in its and /or in its nominees favour of 60% of Undivided Share in Scheduled Land pertaining to 60% of the total Office Space proposed to be developed/constructed.
6. Accordingly, the consideration payable by the Developer to the Owner for transfer of 60% undivided share in the Scheduled Land shall be deemed and equal to the cost of construction of 40% share of the total Office Space proposed to be constructed. The estimated value of construction of the Owner share of Office Space is about Rs. 1,500/- per sft. It is agreed between the parties herein that the Owner transfers immovable property to the Developer in lieu of consideration being paid in kind by way of construction of Office Space on the Owner share of 40% in the Scheduled Land. For the purposes of valuation under section 16 of the GST Act, the consideration payable by the Developer to the Owner shall be Rs. 1,500/- per sft + 10% profit multiplied by the total area of Office Space constructed by the Developer for the Owner.
7. It is further agreed that this JDA does not envisage any transfer of development rights, TDR, any other rights of whatsoever nature apart from what is given herein.
8. The Developer's right to get 60% of Office Space in the Scheduled Land conveyed to itself and/or their nominee, which is the consideration for its obligation to develop/construct and deliver to the Owner 40% of Office Space on the Schedule Land are valued equally.
9. Under the Commercial Project, the Developer will be constructing Office Space in one building. The building comprising of Office Space shall herein after referred to as "Commercial Complex". Such Office Spaces proposed to be constructed in the Commercial Complex is hereinafter referred to as "Office Spaces". The expression 'Office Space' expressed above under the scheme of development of Commercial Complex shall mean and include unless it is repugnant to the context and meaning Office Spaces together with undivided share in Scheduled Land and proportionate parking or allotted parking in the stilt or basement floors.

For MODIGY VENTURES LLP



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10. The Scheduled Land on which the Commercial Project is taken up will be transferred and conveyed to eventual purchasers of Office Space as un-divided and unidentifiable share in proportion to the constructed area of the Office Space.
11. The parties hereto have agreed that under the scheme of development the Developer shall take the entire responsibility of executing the Commercial Project which inter-alia includes construction of the Office Spaces, creation of common amenities at its cost, risk and expense.
12. It is specifically agreed between the Owner and the Developer that the design and development of the Commercial Complex including the internal layout of each Office Space, design of the Commercial Complex and the design and development of the common amenities shall be at the sole discretion of the Developer and that the Owner shall not interfere or raise any objections to the same.
13. The Ownership rights of the Owner in the Scheduled Land shall be restricted to the extent of undivided share of 822.80 sq yds and that of the Developer shall be restricted to the extent of undivided share of 1,234.20sq yds which are attached to the Office Spaces identified and agreed to be shared as given herein. There shall not be any exclusive claim, right, interest, title, etc., of the respective parties against each other over the Scheduled Land other than the proportionate undivided share belonging to the respective parties.
14. The entire terrace area in the proposed Commercial Complex in the Commercial Project and other areas not specifically mentioned herein (less the area provided for common services like the lift rooms, water tanks, generator exhausts and antennae etc.,) shall belong to the Owner and the Developer in the ratio of Office Spaces given herein. Specifically, the ratio of Ownership between the Developer and Owner shall be 60% and 40% respectively.
15. The construction shall be of the first class quality. The quality of construction of the standard Office Spaces to be delivered to the Owner and the standard Office Spaces falling to the share of the Developer in terms of this agreement shall be uniform.
16. The Owner and the Developer and/or their respective successors/nominees shall be entitled to enjoy their respective shares of Office Spaces and all the common amenities and to use the common amenities in the Commercial Complex to be constructed on the Scheduled Land, subject to reasonable rights and restrictions and obligations conferred and placed on them as under and both parties agree to exercise the rights and privileges and abide by and adhere to the restrictions and obligations mentioned under:
- a. That all Owner/tenants/users of Office Spaces shall not obstruct the construction activity of the Developer.
 - b. That all Owner/tenants/users of Office Spaces shall not obstruct in repairs /maintenance activities carried out by the Developer or the Association or the body formed for maintaining the project.
 - c. That all Owner/tenants/users of Office Spaces shall keep and maintain their office space in a decent and civilized manner and shall do their part in maintaining high standards of the Commercial Complex.
 - d. That all Owner/tenants/users of Office Spaces shall further endeavor and assist in good up-keep and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / purchasers in the Commercial Project. To achieve this objective the Owner/tenants/ users of Office Spaces, inter-alia shall not

For MODI GV VENTURES LLP




Sachin Malik
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- i. throw dirt, rubbish etc. in any open place, compound, road, etc. not meant for the same;
 - ii. use the Office Space for any illegal or immoral purposes;
 - iii. use the Office Space in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / purchasers in the Commercial Complex;
 - iv. install grills or shutters in the balconies, main door, etc;
 - v. change the external appearance of the Commercial Complex;
 - vi. store extraordinary heavy material therein;
 - vii. to use the corridors or passages for storage of material;
 - viii. place shoe racks, pots, plants or other such material in the corridors or passages of common use.
 - ix. Install sign boards on any part of the building.
 - x. Cover balconies by grills, windows or by masonry wall.
- e. That all Owner/tenants/users of the Office Space shall not claim and independent right on the common amenities, passages, terrace, open areas, driveways, etc.
17. Both the parties hereto agree and undertake to incorporate the same rights and privileges and restrictions and obligations mentioned above in their agreement/sale deeds in favour of the other purchasers of Office Spaces so as to ensure that Office Space whether falling within the Owner share of Office Spaces or the Developer's share of Office Spaces, are entitled to the same rights and privileges and are subject to the same restrictions and obligations.
18. The Owner and/or their nominees shall become the absolute Owner of the Owner' share of Office Spaces after the same is constructed and delivered to the Owner and/ or their nominees who shall alone be entitled thereto and to all incomes, gains, capital appreciations and benefits of all kinds and descriptions accruing, arising and flowing from or in relation thereto. Likewise, the Developer and/or their nominees shall be the absolute Owner of the Developer's share of Office Spaces who shall alone be entitled thereto and to all incomes, gains, capital appreciations and benefits of all kinds and descriptions accruing, arising and flowing from or in relation thereto.
19. The Owner and the Developer shall be respectively entitled to retain, enjoy, sell, lease or otherwise dispose off their respective shares of Office Spaces along with their respective undivided and/or divided share, right, title and interest in the Scheduled Land to such persons and at such prices as they may deem fit and shall be entitled to the proceeds from their respective shares and appropriate the same. Neither party shall have any right to claim over the Office Spaces allotted to the other party under this agreement.
20. That it is agreed to name the Commercial Project as "Vivopolis".
21. All taxes including capital gains, income and wealth tax that may arise on account of the benefits to the Owner under this Development Agreement shall be paid by the Owner. All such taxes shall be a charge on the Owner's share of Office Spaces.
22. The Owner hereby confirm that their right, title and interest of the Scheduled Land are good, clear, marketable and the Scheduled Land is not subject to any encumbrance, lien, mortgages, charges, restrictive covenants, statutory dues, court attachments, acquisitions and/or requisition proceedings, or claims of any other nature whatsoever. If there are any tax dues or encumbrances of whatsoever nature, it shall be the responsibility of the Owner to clear it at their cost.



For MODI GV VENTURES LLP


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23. That the Developer shall be responsible to undertake, inter-alia, at its own cost to obtain necessary sanction from HMDA and other appropriate authorities for construction. For that purpose the Owner shall if required, execute a Special Power of Attorney in favour of the Developer. Further, the Owner shall do all such acts and deeds and execute necessary documents that may be required for this purpose.
24. That the Owner shall be responsible for payment of all such charges, levies, taxes, transfer fees, regularization fee, conversion fee, etc., of whatsoever nature that may be leviable or payable either on this date of JDA or on any future date to any Government, Quasi Government authorities and/or statutory bodies like Revenue Department, HMDA, ULC Department, HMDA, etc., for under given purposes.
- For obtaining a no objection certificate or any other similar sanctions, permissions that may be required except fees towards building permit fee and related development/betterment charges as envisaged in clause 23 above.
 - For regularization of usage of Scheduled Land for the development envisaged under this JDA.
 - For more perfecting and protecting the title to the Scheduled Land so as to convert the Scheduled Land from leasehold to freehold, declaring the Scheduled Land as non-agricultural land, declaring the Scheduled Land as not a surplus land and such other acts which ensures the absolute Ownership to the Scheduled Land free from all encumbrances, charges, restrictions of whatsoever nature from Government, Quasi Government and/or any other statutory bodies either under the present laws as amended from time to time or any other laws that may be enacted at a future date.
25. That the Developer hereby undertakes to assist the Owner and to do all such acts, deeds, etc., that may be required to obtain above referred various permissions, sanctions, NOC's etc., and the cost and expenses for the same shall be borne by the Owner. The Owner shall extend all the necessary co-operation and do all such acts, deeds, etc., that may be required for this purpose.
26. In pursuance of the foregoing and in consideration of the mutual obligations undertaken by the Developer and the Owner under this JDA the Owner hereby constitute and appoint the Developer as their lawful attorney to represent and act on behalf of the Owner to do the following acts in the name of and on behalf of the Owner with respect to the Developer's share of Office Spaces along with proportionate undivided share in the Scheduled Land and with appurtenant parking:
- To enter into sub contract for the sale of the said Office Spaces for any consideration which they deem reasonable in their absolute discretion and receive the earnest money and acknowledge the receipt of the same.
 - To sign / execute booking forms, agreement of sale, agreement of construction or such other agreements or deeds in favour of prospective purchasers.
 - To sell/lease the said Office Spaces to the prospective purchaser or his / her nominee or nominees and to collect sale consideration/rent and other charges in its favour.
 - To execute the sale/lease deed or sale/lease deeds in favour of the prospective purchasers/lessees or their nominees, receive the consideration money/rent, to present the sale/lease deed or deeds executed by them in favour of the prospective purchasers/lessees or their nominees before the concerned registering office, admit execution and receipt of consideration and procure the registered deeds.
 - To execute, sign and file all the statements, petitions, applications and declarations etc., necessary for and incidental to the completion of registration of the said sale/lease deed / deeds.
 - To enter into tripartite agreement and deeds with finance companies and prospective purchasers/lessees.

For MODI GV VENTURES LLP


Sachin Mahre
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- g) To execute all such documents, deeds and agreements with finance companies for the purposes of securing loans in favour of prospective purchasers/lessees.
- h) To appear and act in all courts, civil, criminal revenue whether original or appellate, in the Registration and other offices of the State and Central Government and of Local Bodies in relation to the said Office Space.
- i) To sign and verify plaints, written statements, petitions of claim and objections of all kinds and file them in such courts and offices and to appoint Advocates and other legal practitioners to file and receive back documents to deposit and withdraw money and grant receipt in relation to the said Office Space.
- j) To execute mortgage deed, pledge, hypothecate and execute such other documents / deeds / agreements that are required for purposes of raising finances from various institutions, banks, etc.
- k) Generally to act as the Attorney or Agent of the Owner in relation to the said property in relation to the matter aforesaid and to execute and do all deeds, acts and things in relation to the said Office Spaces as fully and effectually in all respects as the Owner themselves would do if personally present.
- l) The Owner for themselves, their heirs, executors, successors, legal representatives, administrators and assignees hereby ratify and confirm and agree to ratify and confirm all the acts, deeds, and things lawfully done by the said Attorney, namely the Developer in pursuance of these presents.
- m) To develop such land and undertake such works related to real estate development such as construction of building/Office Spaces, creation of common amenities, roads, street lights, drainage system, etc.
- n) To execute and apply for electricity connections, water connections, drainage connections and to make such necessary payments in the name of the Owner.
27. The Owner has on this day executed a General Power of Attorney, as given above, in favour of the Developer to enable the Developer to sell/lease their share of the Office Spaces along with parking & undivided share of land to any intending Purchaser, without any further reference to the Owner.
28. That for the purposes of commencement of the development under this JDA, the Owner hereby agree to let the Developer enter the Scheduled Land, excavate and start the development work and to do and perform all necessary acts on obtaining sanction from HMDA and other concerned authorities for construction. The Owner shall deliver the constructive and actual position of the Scheduled Land progressively as and when the Developer delivers the constructed area to the Owner as provided herewith. The Owner in pursuance of this agreement shall handover constructive possession of the Scheduled Land in parts to the Developer for construction of the Commercial Complex.
29. The Developer and the Owner during the progress of construction work shall be entitled to offer their respective Office Spaces falling to their share for sale/lease in their own respective names at their sole discretion and the other party shall not have any objection over the same. The Owner and the Developer shall be entitled to take bookings and receive advances for their respective share of Office Spaces during the time of construction or after the completion of the said Office Spaces from their purchasers. The Developer and the Owner shall also be entitled to execute a sale/lease deed or enter into agreement of sale /lease/construction in favour of their purchasers for their respective share of Office Spaces any time during the course of the project or after completion of the project without any further intimation or approval from each other.

For MODIGV VENTURES LLP



Sachin Mahesh
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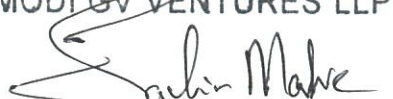
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30. On the basis of this agreement, the Developer will be entering into agreements with various parties for sale/lease of Office Spaces together with undivided share, right, title and interest in the Scheduled Land and mobilizing all their resources - men, material and finance. In view of the same it shall not be open to the Owner to terminate this agreement and also General Power of Attorney executed in pursuance of this agreement unilaterally under any circumstances whatsoever. The rights vested in the Developer by virtue of this agreement are irrevocable.
31. The Developer shall be entitled to erect boards, in the Scheduled Land advertising for sale/lease and disposal of the Office Spaces in the Scheduled Land and to publish in newspapers and other advertising media calling for application from prospective purchasers and market the same in any manner the Developer may deem fit and proper.
32. The Owner shall not be liable for any financial transactions entered into by the Developer in respect of the Office Spaces falling to its share by way of collecting advance sale consideration etc., and likewise the Developer shall not be liable in respect of any financial transactions entered into by the Owner in respect of Office Spaces falling to its share.
33. That it is agreed by the parties hereto that while the Scheduled Land is in the course of development and until the completion of the same, all the materials and machinery at the development side shall be solely at the risk of the Developer and the Developer shall alone be liable for all expenses, damages, losses, theft or destruction caused to any person or machinery or materials.
34. That all the common amenities, facilities and spaces like lifts, water tanks, drainage and sewerage connections, electrical transformers, water connections, etc. shall be used and held by the parties hereto or their assignees, nominees and successors in interest for the benefit of all the occupants of the Office Spaces without any exclusive right for any party.
35. The developer shall incorporate/appoint a body/firm/company/society/agency for the day to day maintenance of the Commercial Complex. The occupants of the complex including the Developer, Owner, occupants, lessees shall be liable to pay monthly maintenance charges, utility charges, building renovation funds, deposits to statutory authorities, etc., to such a body/firm/ company/ society/agency. The Developer and the Owner shall ensure by incorporating necessary clause in agreement of sale / lease/sale deed and/or any other agreements entered into with the purchasers / buyers/lessees that the respective purchasers / buyers/lessees of Office Space shall pay monthly maintenance charges, utility charges, building renovation funds, deposits to statutory authorities, etc., to such a body/firm/company/society/agency.
36. That the Developer hereby undertake and agree to construct the Office Spaces and deliver to Owner their share of Office Spaces within 15 months from the date of receipt of sanction / permission for construction from HMDA and other appropriate authorities. The Developer assures the Owner that there will not be a time over run of more than 6 months in handing over the agreed area except for reasons beyond its control (such as any natural calamities, abrupt change in Government Policies, unexpected shortage of materials, etc.).
37. That the Owner, from the date of receipt of possession of their agreed Office Spaces shall be responsible for payment of all taxes, levies, rates, water & electricity charges etc., in respect of such area.
38. That the Developer shall raise and spend all monies required for men and material for the construction of the Office Spaces and common amenities on the Scheduled Land.



For MODI GV VENTURES LLP



Sachin Mahesh
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39. That the Developer will provide the requisites amenities to all the Office Spaces such as water, electricity, drainage connections, electric transformers, meters, etc.
40. In case of sale or lease to prospective buyers/lessees the office space allotted to the Owner, the Owner and/or such a prospective buyer/lessee shall become liable to pay the stamp duty and registration charges along with GST and any other taxes, fees, charges, levies that are payable or shall become payable. The Owner shall pay all taxes and statutory liabilities that are levy-able or may become levy-able like GST, etc., in relation to development of the Owner share of Office Space to the Developer as applicable and the Developer shall remit the same to the appropriate statutory authority from time to time.
41. That the parties hereto agree to do and perform all and such acts and deeds that are required to more fully effectuate the transactions entered into herein and to make secure the title of the other party and their respective successors in interest. The Developer and Owner agree to join together, if required, in execution of sale/lease deeds in favour of the purchasers of Office Spaces.
42. That the Owner shall provide/make available all necessary documents (originals) pertaining to the title to the Scheduled Land in order to enable the prospective purchasers/lessees to obtain loans from financial institutions, banks, etc.
43. The Owner have requested the Developer to deposit an amount of Rs. 20,00,000/- (Rupees Twenty Lakhs Only) as security deposit towards performance guarantee for fulfilling its obligations under this JDA. The Developer has paid Rs. 20 Lakhs (Rupees Twenty Lakhs Only) as per details given below to the Owner as on this date. The Security deposit shall be refunded to the Developer only after completion of all Office Spaces and within 15 days of intimation by the Developer to the Owner for refund of the same.

S No	Date	Amount	Cheque/Pay order No	Drawn on	In favour of
1.	17-01-2023	Rs. 10,00,000/-	402785	YES Bank	Varanasi Aruna
2.	31-07-2023	Rs. 10,00,000/-	251354	YES Bank	Varanasi Aruna

44. The Developer shall be entitled to obtain loans from banks and finance companies for the purpose of developing the Commercial Project. Such loans may be used for financing cost of building permit, working capital, etc. the Developer shall be entitled to offer only its share of Office Spaces to such financiers as security. The Owner shall not object to the same and shall provide NOC to such financiers for the said purpose as and when requested for by the Developer. However, the Developer or its bankers/finance companies shall not be entitled to create any charge or encumbrance of whatsoever nature on the Owner share of Office Spaces.
45. The Developer shall be entitled to develop other such Commercial Projects or lands abetting or near the Scheduled Land and the Owner shall not raise any objections to such a development.
46. That the Owner hereby agree and bind themselves to indemnify and keep indemnified the Developer at all times in respect of all loss, expenses and cost to which the Developer may be put on account of all or any of the recitals contained herein to be incorrect with respect to the title, interest, Ownership etc., of the Scheduled Land or on account of any hindrance caused to the Developer in peaceful enjoyment of the Scheduled Land either by the Owner or by anyone else claiming through them.



For MODI GV VENTURES LLP



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47. That the parties hereto shall always indemnify and keep indemnified the other for any loss, damage or expenditure caused on account of any violation or breach of the terms hereof, if any.
48. That it is specifically agreed in interest of scheme of development of the Commercial Project and to protect the interest of prospective purchasers and occupants of the Office Spaces, the parties hereto shall cooperate with each other in all respects for the due completion of the Commercial Project. Further, it is agreed that the parties hereto shall not be entitled to stop or seek stoppage of the construction under any circumstances from any court or other authority on any ground and they must restrict all their claims arising out of this Joint Development Agreement cum General Power of Attorney to be settled in monetary terms.
49. All the disputes or differences between the Owner and the Developer arising out of, or in connection with, this agreement shall be decided through arbitration of two arbitrators; one to be appointed by the Owner and the other to be appointed by the Developer and the two arbitrators appointing the third arbitrator. The venue of the arbitration proceedings shall be Hyderabad and the provisions of Arbitration and Conciliation Act, 1996, shall be applicable to such proceedings. Law courts in Hyderabad shall alone have exclusive jurisdiction over all matters arising out of, or in connection with this agreement to the exclusion of all other law courts.
50. This agreement is executed in one original for Developer and a copy for Owner.
51. The cost of registration and execution of this Agreement shall be borne by the Developer. The Owner shall register this Agreement at the relevant SRO as and when called for by the Developer.

SCHEDULE OF THE LAND

All that portion of the land area to the extent of 2,057 sq. yds. forming a part of Sy. No. 228 of Turkapally Village, Genome Valley, Shamirpet Mandal, Medchal-Malkajgiri District, Hyderabad, Telangana under S.R.O. Shamirpet and bounded by:

North	Neighbors Land
South	Genome Valley main road
East	Neighbors Land
West	40' road

IN Witness whereof the Owner and Developer have affixed their signatures on this development agreement on the day, the month and year first above mentioned in presence of the following witnesses at Hyderabad.

Owner: Dr. Varanasi Aruna:



Developer: M/s. Modi GV Ventures LLP
represented by Mr. Sachin Malve.

For MODI GV VENTURES LLP

Authorized Signatory

Witness no. 1:



Witness no. 2:



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ANNEXURE-A

Specifications and amenities of the Commercial Complex

1. 2 nos. 8 passenger automatic lifts.
2. Staircase and lobbies with granite and wall cladding.
3. A grade bathrooms to be provided on all floors.
4. Power + 100% power backup.
5. All interior spaces shall be unfinished – fitouts shall be scope of occupant/lessee.
6. Water supply.
7. STP.

Owner: Dr. Varanasi Aruna:



Developer: M/s. Modi GV Ventures LLP
rep. by Mr. Sachin Malve.

For MODI GV VENTURES LLP



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ANNEXURE - 1 - A

1. Description of the Property : All that Portion of the land area to the extent of 2,057 sq.yds. forming a part of Sy. No. 228 of Turkapally Village, Shamirpet Mandal, Medchal-Malkajgiri Dist.
- (a) Nature of the roof : R.C.C. (2 Basements for Parking and + 6 Upper floors)
- (b) Type of Structure : Framed Structure
2. Total Extent of Site : 2057 sq. yds
3. Built up area Particulars:
- a) In the Basement Floor : 13380 sft. parking space for 24 Nos. cars
- b) in the Stilt Floor : 7250 sft parking space for 18 Nos. cars
- c) in the First Floor : 7710 sft
- d) in the Second Floor : 7710 sft
- e) in the Third Floor : 7710 sft
- f) in the Fourth Floor : 7710 sft
- g) in the Fifth Floor : 7710 sft
- h) in the Sixth Floor : 7710 sft
5. Executant's Estimate of the MV of the Schedule Property : Rs. 6,63,58,500/-

Date: 17/08/2023



Signature of the Owner

C E R T I F I C A T E

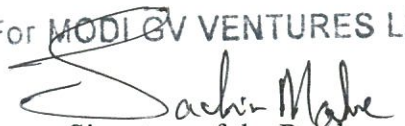
I do hereby declare that what is stated above is true to the best of my knowledge and belief.

Date: 17/08/2023



Signature of the Owner

For MODLOV VENTURES LLP



Signature of the Purchaser
Authorized Signatory

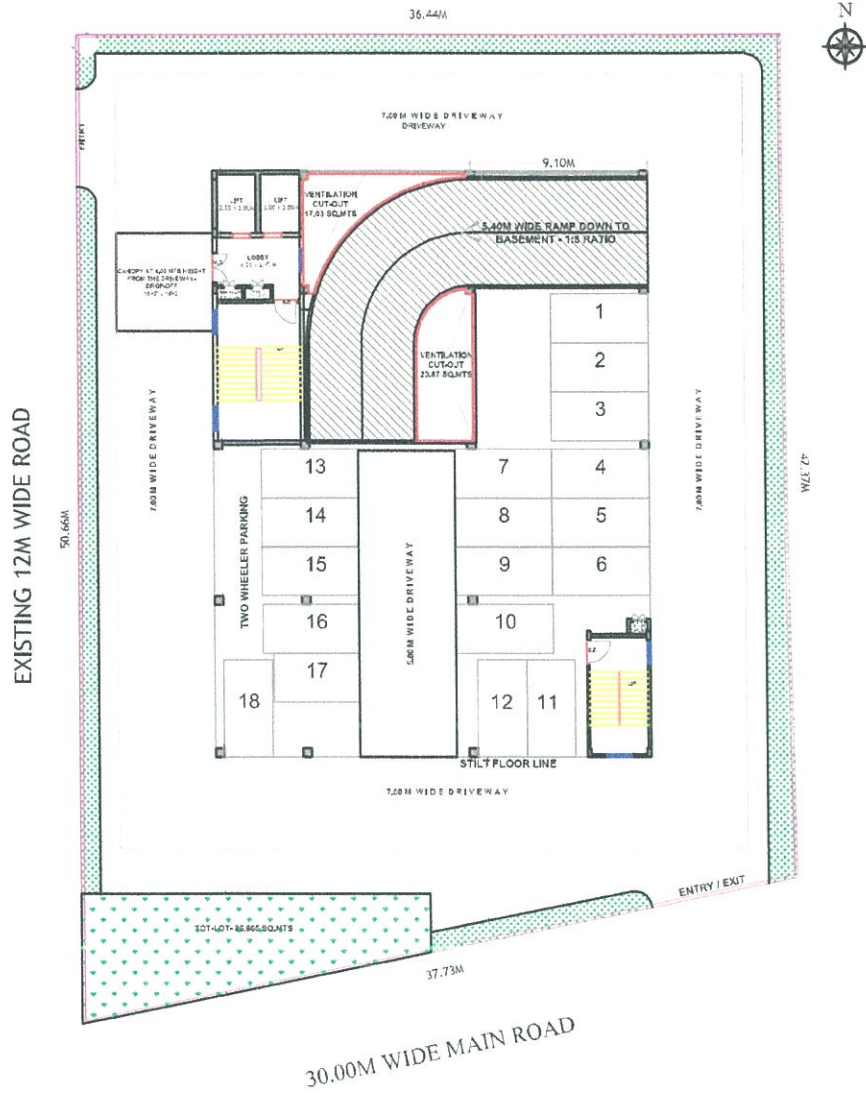
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ANNEXURE - B **PLAN SHOWING SITE ALONG WITH STILT FLOOR**



Almar

For **MODIGY VENTURES LLP**
Sachin Malik
 Authorised Signatory

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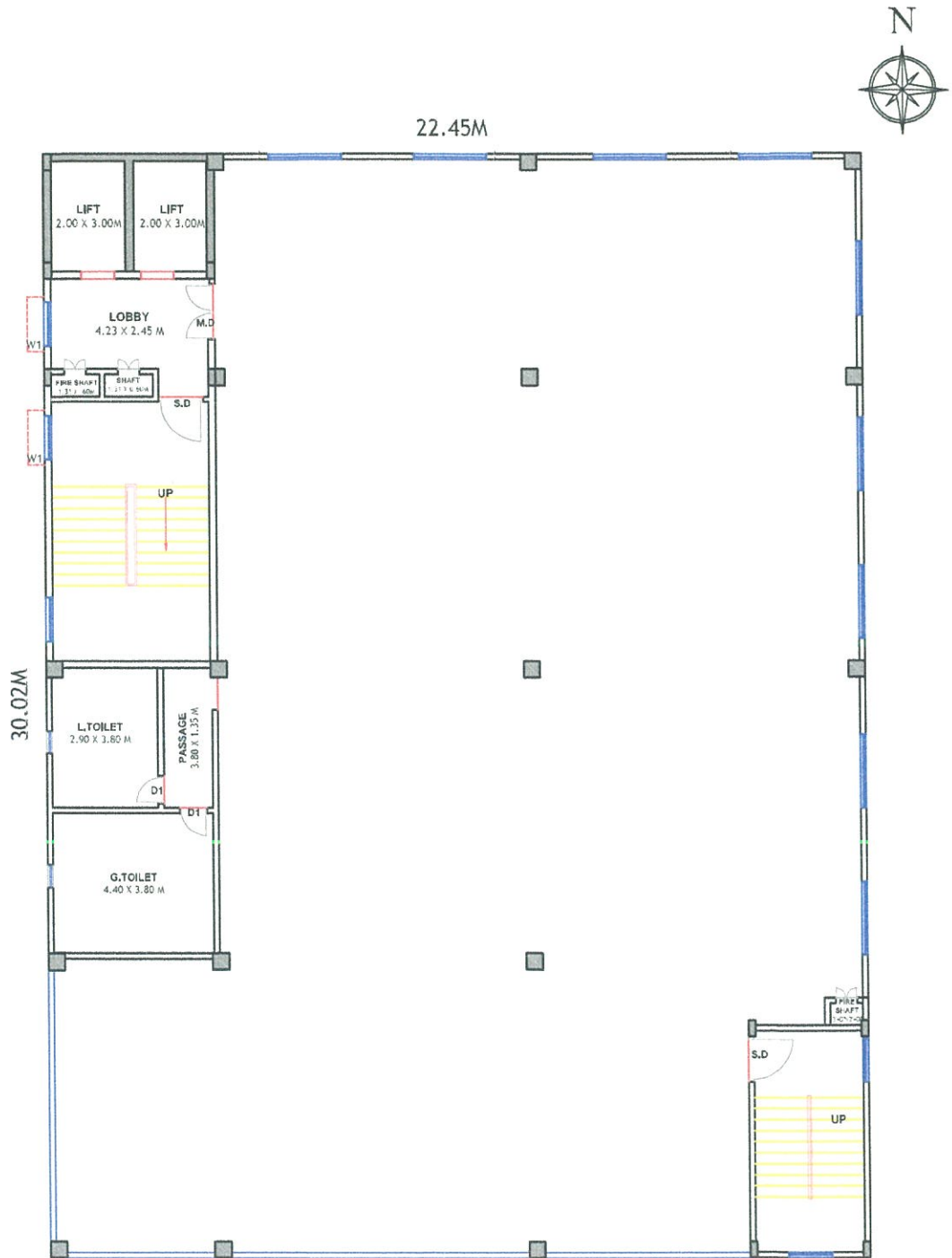


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ANNEXURE - C

PLAN SHOWING SITE ALONG WITH TYPICAL FLOOR



Aruma

For MODIGV VENTURES LLP

Sahin Mabe
Authorised Signatory

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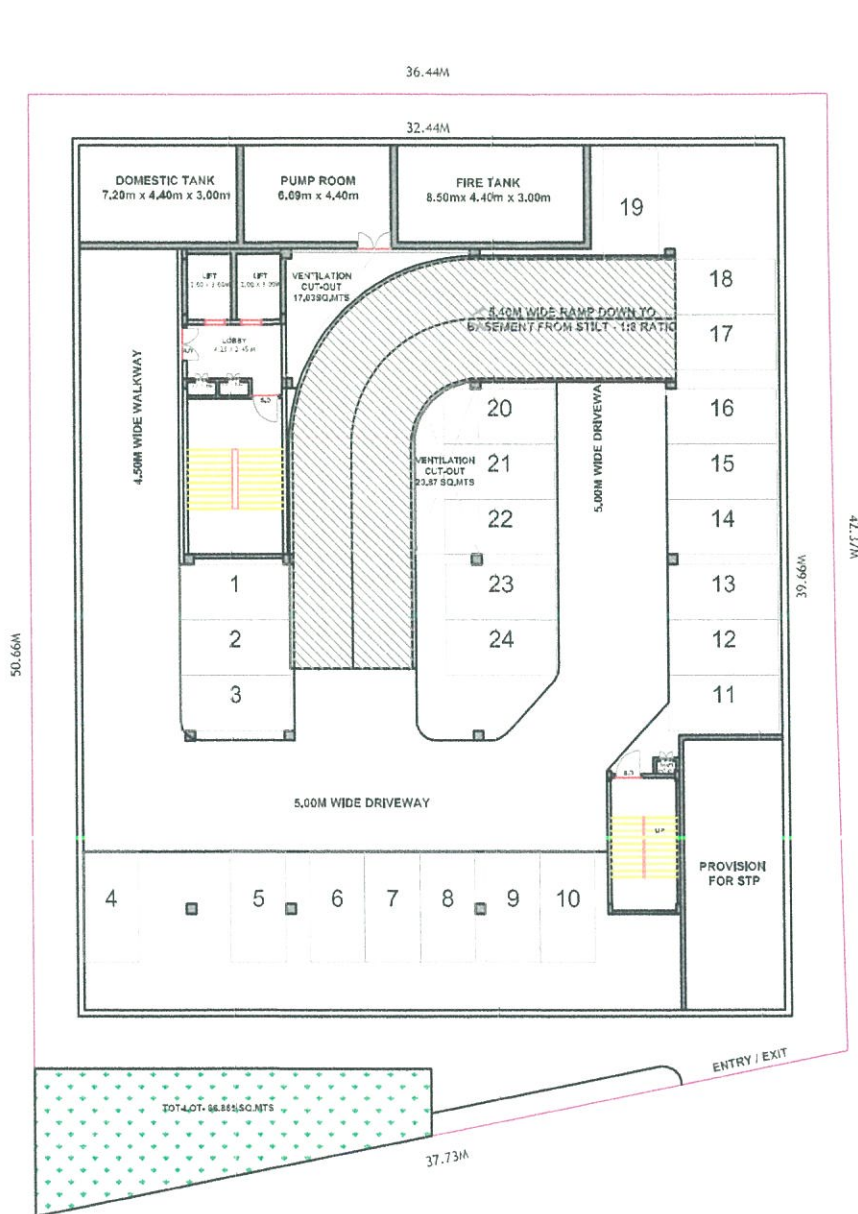


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ANNEXURE - D

PLAN SHOWING SITE ALONG WITH BASEMENT FLOOR



[Signature]

For MODI GV VENTURES LLP

[Signature]
Authorised Signatory

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

NALA Order

Proceedings of the Competent Authority & Tahsildar Shamirpet Mandal Medchal-Malkajigiri District

Present: T SATYANARAYANA

Dated: 28/04/2023

Proedgs. No. 2300300721

Sub.: NALA Order

Ref.:

Order:

Sri వారణాసి అరుణ ఎం వి ప్రసాద్ R/o Turkapalle, Shamirpet, Medchal-Malkajigiri has applied for conversion of agriculture land situated in Sy.No 228/4 extent 0.1700 of Turkapalle Village, Shamirpet Mandal, Medchal-Malkajigiri 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;
2. The proposed land transfer is not in contravention of the following Laws:
 - a. The Telangana Land Reforms (Ceiling on Agricultural Holdings) Act, 1973
 - b. 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 or severally; for initiating any action or proceedings under any law for the time being in force.
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 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 Registrar Office,
Tahsildar & Jt. Sub-Registrar
Shamirpet Mandal

To

Sri వారణాసి అరుణ

Schedule

Sl.No.	Village Mandal & District	Sy.No.	Total extent (Sy.No. wise)	Extent for which permission granted.	Remarks
1	Turkapalle, Shamirpet & Medchal-Malkajigiri	228/4	0.1700	0.1700	

Bk -1, CS No 5876/2023 & Doct No
5810/2023.

Sub Registrar
Shamirpet

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భారత ప్రభుత్వం
GOVERNMENT OF INDIA



వారణాసి అరుణ
Varanasi Aruna

పుట్టిన సంవత్సరం/Year of Birth : 1970
స్త్రీ / Female

7838 0703 0016

ఆధార్ - సామాన్యని హక్కు

భారత విశిష్ట గుర్తింపు ప్రాధికార సంస్థ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

చిరునామా: W/O వారణాసి
మధుసూధన్ ప్రసాద్, 11-4-649/2/9,
శ్రీ విలాస్, ఎస్ గార్డ్స్, ఎస్ గార్డ్స్,
ఖైరతాబాద్, హైదరాబాద్, ఆంధ్ర ప్రదేశ్,
500004

Address: W/O Varanasi
Madhusudhan Prasad, 11-4-
649/2/9, Sree Vilas, A C Guards,
AC Guards, Khairatabad,
Hyderabad, Andhra Pradesh,
500004

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పి.సి. బాక్స్ నెం. 1947,
హైదరాబాద్-500001

Varanasi

భారత ప్రభుత్వం
Government of India



సచిన్ మాలవే
Sachin Malve
పుట్టిన తేదీ/DOB: 16/04/1971
పురుషుడు/ MALE

9554 2112 8663
VID: 9196 8038 5743 5250

నా ఆధార్, నా గుర్తింపు

భారత విశిష్ట గుర్తింపు ప్రాధికార సంస్థ
Unique Identification Authority of India

చిరునామా:
S/O దుర్గాదాస్ మాలవే, 0-8-203/30/సి, పర్వతేశ్వరి
కాలనీ, సెకండరాబాద్, నీ కి రోడ్, సెకండరాబాద్, హైదరాబాద్,
ఆంధ్రప్రదేశ్ - 500003

Address:
S/O Durgadas Malve, 1-8-215/30/C,
PARKAVENUE COLONY, secunderabad, P G
ROAD, Secunderabad, Hyderabad,
Andhra Pradesh - 500003

9554 2112 8663
VID: 9196 8038 5743 5250

Sachin Malve

భారత ప్రభుత్వం
Government of India



కండి ప్రభాకర్ రెడ్డి
Kandi Prabhakar Reddy

పుట్టిన సంవత్సరం/Year of Birth: 1974
పురుషుడు / Male

3287 6953 9204

ఆధార్ - సామాన్యని హక్కు

భారత విశిష్ట గుర్తింపు ప్రాధికార సంస్థ
Unique Identification Authority of India

చిరునామా:
2-3-64/10/24 1వ ఫ్లోర్ కమలా నిలయం
కేవిఎమ్ఎన్ఎల్ఎస్ ఎస్ఎంఎల్ఎస్ఎస్ఎంఎమ్
కేవిఎంఎన్ఎల్ఎస్ఎస్ఎంఎల్ఎస్ఎస్ఎంఎమ్
అంబర్పేట్, అంబర్పేట్, హైదరాబాద్
ఆంధ్ర ప్రదేశ్, 500013

Address: 2-3-64/10/24
1FLOOR KAMALA NILAYAM,
JAISWAL COLONY,
Amberpet, Hyderabad,
Amberpet, Andhra Pradesh,
500013

3287 6953 9204

Prabhakar

భారత ప్రభుత్వం
GOVERNMENT OF INDIA



మండదాపు పిసి కాలి వర ప్రసాద్ బాబు
Mandadapu Pc Kali Vara Prasad Babu

పుట్టిన సంవత్సరం/Year of Birth: 1991
పురుషుడు / Male

3312 9651 1575

ఆధార్ - సామాన్యని హక్కు

భారత విశిష్ట గుర్తింపు ప్రాధికార సంస్థ
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

చిరునామా: S/O శ్రీనివాసరావు,
000,
కట్టమూరు,
సత్తెనపల్లి,
గుంటూరు,
ఆంధ్ర ప్రదేశ్,
522402

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Kattamuru, Sattenapalli, Guntur,
Andhra Pradesh, 522402

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హైదరాబాద్-500001

M. R. C. K. V. Prasad

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5810/2023.

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Shamirpet



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