

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

8262 12/9/08
 Sl. No. Date Rs. 100
 Sold To: A. Purushotham
 S/o: A. Vittal
 For Wh: S/o

S 285944
LEELA G CHIMALGI
 STAMP VENDOR
 Licence No. 02/2006
 5-4-76/A, Chaitanyapuram,
 SECUNDERABAD-500 003.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed at Hyderabad on this the 13th day of September 2008 by and between:

1. Shri. Karnati Bhaskar, S/o. Shri. K. Narsimha, aged about 41 years, Occupation Business, Resident of H.No. 2-44/1, Sai Nagar, Chaitanyapuri, Dilshuknagar, Hyderabad.
2. Shri. K. Gopinath, S/o. Shri. K. Bhaskar aged about 18 years. Occupation Business, Resident of H.No. 2-44/1, Sai Nagar, Chaitanyapuri, Dilshuknagar, Hyderabad.
3. Shri. A. Purushotham, S/o. Shri. A. Vittal, aged about 41 years, Occupation Business, Resident of H.No. 1-3-1/c/1, Flat No. 101, 1st floor, Jayamansion, Kavadi guda, Hyderabad.

1. K. Bhaskar 2. K. Gopinath 3. A. Purushotham
 4. A. Vittal 5. S/o

4. Shri. A. Srinivas, S/o. Shri. A. Vittal, aged about 33 years. Occupation Business, Resident of H.No. 1-3-1/c/1, Flat No. 101, 1st floor, Jayamansion, Kavadiguda, Hyderabad.
5. Shri. Belide Venkatesh, S/o. Shri. Eashwaraiah, aged about 40 years, Occupation Business, Resident of H.No. 1-3-2/c/1, Kisan Nagar, Bhongir, Nalgonda Dist.

Hereinafter jointly referred to as the "OWNERS" and severally as Owner No. 1, Owner No. 2, Owner No. 3, Owner No. 4 & Owner No. 5 respectively.

The expressions OWNERS 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.

WHEREAS:

- A. The OWNERS and M/s. Greenwood Estates a registered partnership firm having its office at 5-4-187/3&4, II floor, Soham Mansion, M.G. Road, Secunderabad -500 003, (hereinafter referred to as the DEVELOPER) have entered into an Joint Development Agreement dated 13.09.2007 in respect of development of the property admeasuring Ac. 6-05 Gts., forming a part of Sy. Nos. 202, 203, 204, 205 & 206 situated at Kowkur Village, Malkajgiri Mandal, R. R. District which is herein after referred to as the SCHEDULED LAND. This Joint Development Agreement is registered with SRO, Vallab Nagar vide document bearing no. 4100/07, dated 13.09.2007.
- B. In terms of Joint Development Agreement, the OWNERS and the DEVELOPERS have agreed to share the proposed constructed areas as contained in Clause 11 and Annexure VI to the above referred Joint Development Agreement.
- C. Broadly the OWNERS shall be entitled to 61 flats aggregating to 88,445 Sft of constructed area along with 4,738_sq yds of undivided share of land in the SCHEDULED LAND. The DEVELOPER shall be entitled to 284 flats aggregating to 4,06,070 Sft of constructed area along with 21,757 sq yds of undivided share of land in the SCHEDULED LAND.

1 K. Shari 2 J. Copulante 3 A. Peratham

4 A. Srinivas 5 Belide Venkatesh

- D. The above referred Joint Development Agreement has vested rights of the OWNERS and of the DEVELOPER to sell their respective shares of flats without any let and hindrance from each other.
- E. In order to convey perfect marketable title to the prospective purchasers the Joint Development Agreement has provided that the relevant agreements, deeds, etc., shall be jointly executed by the OWNERS and the DEVELOPER.
- F. For the ease and convenience of the sale transactions of their respective share of flats with the prospective purchasers the Joint Development Agreement has provided for execution of General Power of Attorney in favour of each other.
- G. In pursuance of the said understanding contained in Joint Development Agreement dated 13.09.2007, a Joint Development Agreement cum General Power of Attorney was executed by the DEVELOPER in favour of the Owner by way of a registered agreement bearing document no. 4010/07 dated 13.9.07 and registered at SRO Vallabnagar.
- H. The OWNERS had agreed to divide their share of about 61 flats amongst themselves in approximately the ratio of ownership of their share of land which is given below:
- | | | |
|---|---|-------|
| i. Owner No. 1 - Shri. Karnati Bhaskar | - | 22.5% |
| ii. Owner No. 2 - Shri. K. Gopinath | - | 22.5% |
| iii. Owner No. 3 - Shri. A. Purushotham | - | 17.5% |
| iv. Owner No. 4 - Shri. A. Srinivas | - | 17.5% |
| v. Owner No. 5 - Shri. Belide Venkatesh | - | 20% |
- I. The OWNERS have identified their respective share of ownership and divided their share of 61 flats as per the details given in Annexure A.
- J. The OWNERS hereto are desirous of recording the understanding reached amongst them with regard to division of their share of flats into writing.

1 K. Bhaskar 2 K. Gopinath 3 A. Purushotham
4 A. Srinivas 5 Belide Venkatesh

**NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING
WITNESSETH AS FOLLOWS:**

1. In pursuance of this understanding the OWNERS hereby agree to divide their share of 61 flats amongst themselves as per the details given in Annexure A herein. Hereafter each owner shall be absolute owner of his share of flats as mentioned in Annexure A without any let, hindrance or claim of whatsoever nature from other OWNERS for their respective share of flats.
2. Each OWNER shall be entitled to collect, booking amounts, advances and sale consideration from prospective purchasers directly in their name and on such terms and conditions they deem fit and the other OWNERS shall not object to the same. Each OWNER shall be entitled to issue receipts in favour of prospective purchasers without reference to the other OWNERS for his share of flats.
3. The term flat(s) shall mean and include each residential unit along with proportionate common area, proportionate undivided share of land and appurtenant parking.
4. The OWNERS jointly agree to execute the agreements of sale, agreement of construction and sale deeds in favour of any prospective purchaser, as the title of each flat is jointly held by all the OWNERS. The OWNERS agree to sign and execute all such other documents that may be required to fully effectuate this Memorandum of Understanding.
5. Each OWNER shall be responsible for payment of all outgoings like VAT, Service Tax, income tax, wealth tax, stamp duty and registration charges, maintenance charges, property taxes, corpus fund or any other levies or charges in respect to their share of flats. Each OWNER shall be responsible for payment of electricity and water connection charges, for any additions and alterations and any other outgoings payable to the DEVELOPER for their share of flats.

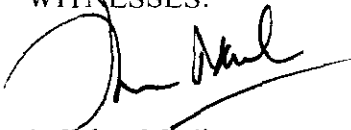
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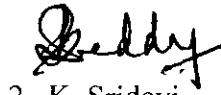
4 A. Srinivas 5 S. Srinivas

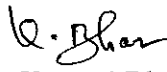
6. All other joint liabilities like repayment of deposit to the DEVELOPER or other statutory liabilities shall be jointly discharged by the OWNERS.

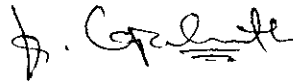
IN WITNESS WHEREOF the Parties hereto have set their hands to this Memorandum of Understanding out of their own free will and consent on the date first above mentioned in the presence of the following witnesses:

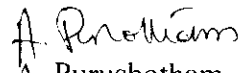
WITNESSES:

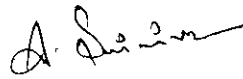

T. Sohm Modi



2. K. Sridevi


Shri. Karnati Bhaskar
Owner No. 1


Shri. K. Gopinath,
Owner No. 2


Shri. A. Purushotham
Owner No. 3


Shri. A. Srinivas
Owner No. 4


Shri. Belide Venkatesh
Owner No. 5

ANNEXURE -A
MEMORANDUM OF UNDERSTANDING DATED 13.9.08
Details of division of flats in Greenwood Residency situated at Sy. No. 202 to 206, Kowkur,
Alwal Municipality, Secunderabad.


S.No.	Block No.	Flat No.	Area	Undivided share of land	Car parking type	Owener of Flat
1	A	101	1,665	89.18	Single	K. Bhaskar (Owner No.1)
2	A	106	1,665	89.18	Single	K. Gopinath (Owner No.2)
3	A	111	1,665	89.18	Single	K. Gopinath (Owner No.2)
4	A	116	1,230	65.88	Single	A. Srinivas (Owner No. 4)
5	A	121	1,230	65.88	Single	K. Gopinath (Owner No.2)
6	A	126	1,665	89.18	Single	B. Venkatesh (Onwer No. 5)
7	A	131	1,665	89.18	Single	K. Bhaskar (Owner No.1)
8	A	202	1,230	65.88	Single	A. Purushotham (Owner No. 3)
9	A	212	1,230	65.88	Single	A. Purushotham (Owner No. 3)
10	A	217	1,230	65.88	Single	A. Srinivas (Owner No. 4)
11	A	222	1,665	89.18	Single	K. Bhaskar (Owner No.1)
12	A	227	1,665	89.18	Single	B. Venkatesh (Onwer No. 5)
13	A	232	1,665	89.18	Single	K. Gopinath (Owner No.2)
14	A	303	1,230	65.88	Single	A. Srinivas (Owner No. 4)
15	A	308	1,230	65.88	Single	K. Gopinath (Owner No.2)
16	A	313	1,230	65.88	Single	K. Bhaskar (Owner No.1)
17	A	318	1,665	89.18	Single	K. Gopinath (Owner No.2)
18	A	323	1,665	89.18	Single	A. Purushotham (Owner No. 3)
19	A	328	1,230	65.88	Single	A. Srinivas (Owner No. 4)
20	A	333	1,665	89.18	Single	B. Venkatesh (Onwer No. 5)
21	A	404	1,665	89.18	Single	K. Bhaskar (Owner No.1)
22	A	409	1,230	65.88	Single	K. Gopinath (Owner No.2)
23	A	414	1,665	89.18	Single	A. Purushotham (Owner No. 3)
24	A	419	1,665	89.18	Single	K. Bhaskar (Owner No.1)
25	A	424	1,230	65.88	Single	K. Gopinath (Owner No.2)
26	A	429	1,230	65.88	Single	K. Bhaskar (Owner No.1)
27	A	434	1,230	65.88	Single	K. Gopinath (Owner No.2)
28	A	505	1,230	65.88	Single	A. Purushotham (Owner No. 3)
29	A	510	1,665	89.18	Double	A. Srinivas (Owner No. 4)
30	A	515	1,665	89.18	Double	B. Venkatesh (Onwer No. 5)
31	A	520	1,230	65.88	Single	K. Bhaskar (Owner No.1)
32	A	525	1,230	65.88	Single	K. Gopinath (Owner No.2)
33	A	530	1,665	89.18	Double	A. Purushotham (Owner No. 3)
34	C	101	1,665	89.18	Single	A. Srinivas (Owner No. 4)
35	C	111	1,230	65.88	Single	B. Venkatesh (Onwer No. 5)
36	C	116	1,230	65.88	Single	B. Venkatesh (Onwer No. 5)
37	C	121	1,665	89.18	Single	K. Bhaskar (Owner No.1)
38	C	126	1,200	65.88	Single	B. Venkatesh (Onwer No. 5)
39	C	202	1,230	65.88	Single	K. Bhaskar (Owner No.1)


1 K. Bhaskar 2 K. Gopinath 3 A. Purushotham

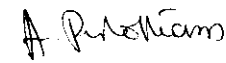
4 A. Srinivas

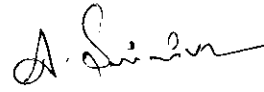
5 B. Venkatesh

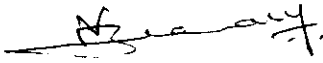
40	C	207	1,230	65.88	Single	A. Purushotham (Owner No. 3)
41	C	212	1,230	65.88	Single	A. Srinivas (Owner No. 4)
42	C	217	1,665	89.18	Single	B. Venkatesh (Owner No. 5)
43	C	222	1,665	89.18	Single	K. Bhaskar (Owner No.1)
44	C	227	1,200	64.27	Single	B. Venkatesh (Owner No. 5)
45	C	303	1,230	65.88	Single	K. Gopinath (Owner No.2)
46	C	308	1,230	65.88	Single	A. Purushotham (Owner No. 3)
47	C	313	1,665	89.18	Single	A. Srinivas (Owner No. 4)
48	C	318	1,665	89.18	Single	B. Venkatesh (Owner No. 5)
49	C	323	1,665	89.18	Single	K. Bhaskar (Owner No.1)
50	C	328	1,665	89.18	Single	K. Gopinath (Owner No.2)
51	C	404	1,230	65.88	Single	A. Purushotham (Owner No. 3)
52	C	409	1,665	89.18	Single	A. Srinivas (Owner No. 4)
53	C	414	1,665	89.18	Single	B. Venkatesh (Owner No. 5)
54	C	419	1,230	65.88	Single	A. Srinivas (Owner No. 4)
55	C	424	1,665	89.18	Single	K. Bhaskar (Owner No.1)
56	C	429	1,665	89.18	Single	K. Gopinath (Owner No.2)
57	C	505	1,665	89.18	Double	A. Purushotham (Owner No. 3)
58	C	510	1,665	89.18	Double	A. Srinivas (Owner No. 4)
59	C	515	1,230	65.88	Single	B. Venkatesh (Owner No. 5)
60	C	520	1,230	65.88	Single	K. Gopinath (Owner No.2)
61	C	525	1,230	65.88	Single	A. Purushotham (Owner No. 3)


K. Bhaskar
Owner No. 1


K. Gopinath
Owner No.2


A. Purushotham
Owner No. 3


A. Srinivas
Owner No. 4


B. Venkatesh
Owner No. 5