



తెలంగాణ తెలంగాణ TELANGANA

643501

Date: 13/05/2016, 12:42 PM

Serial No: 1,320

Denomination: 100

Purchased By:

L. RAWACHARYULU

S/O LATE L. RAGHAVENDRA RAO

R/O HYDERABAD

For Whom

USHA SHREE HOMES, HYD

Sub Registrar

Ex. Officio Stamp Vendor

SRO Secunderabad

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed on this 13th day of May, 2016 by and between:

M/s Usha Shree Homes, a partnership firm having its registered office at Flat no. 203, Kushal Towers, Khairtabad, Hyderabad represented by its partners:

1. Smt. Usha Shree, W/o. Shri P. Surya Prakash, aged about 50 years, occupation: Service, residing at H. No. 12-2-417/36, Sharada Nagar, Kulsumpura, P.O., Hyderabad.
2. Sh. Surya Prakash, S/o. Shri P. Hanumantha Raom aged about 51 years, occupation: Service, residing at H. No. 12-2-417/36, Sharada Nagar, Kulsumpura, P.O., Hyderabad.

Hereinafter jointly referred to as the Owners, and severally as Owner No. 1 & Owner No. 2 respectively.

AND

1. M/s. Modi Properties & Investment Private Limited, a Company duly incorporated under the Companies Act, 1956 having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003 and represented by its Managing Director Mr. Soham Modi, S/o. Late Shri Satish Modi, aged about 46 years, Occupation Business.

2. M/s. Modi Realty (Gagillapur) LLP, a Limited Liability Partnership being incorporated under companies act having its office at 5-4-187/3&4, II floor, Soham Mansion, M.G. Road, Secunderabad -500 003, represented by its Partner Shri Soham Modi, Son of Late Shri. Satish Modi aged about 46 years.
Hereinafter jointly referred to as the Developer.

The expressions Owners 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.

WHEREAS:

- A. The Owners are absolute owners and possessors of land admeasuring about Ac. 8-22 gts., in Sy. Nos. 142, 143, 148, 150, 151, 152 & 153, Gagillapur Village, Qutbullapur, Mandal, Ranga Reddy District, Telangana by way of registered sale deeds as per details given below:

Sl. No.	Sale deed no.	Sale deed date	Extent	Sy. Nos.	From	In favour of
1.	1423/07	07.11.2007	2-05	142 & 143	Obuleshu, P.Subbaraidu, K. Munnaiah & G. Sudarhsgan	Usha Shree Homes
2.	3107/07	18.12.2007	3-12	148, 150, 151, 152 & 153	Obuleshu, P.Subbaraidu, K. Munnaiah & G. Sudarhsgan	Usha Shree Homes
3.	11798/07	06.07.2007	1-00	152	Obuleshu, P.Subbaraidu, K. Munnaiah & G. Sudarhsgan	Usha Shree Homes
4.	15990/07	17.09.2007	0-39	150	Obuleshu, P.Subbaraidu, K. Munnaiah & G. Sudarhsgan	Usha Shree Homes
5.	373/08	05.01.2008	0-39	152	Korra Ramulu & Korra Bikshapati	Usha Shree Homes
6.	7136/08	01.07.2008	0-07	147 & 150	Pedda Laxmi & others	Usha Shree Homes

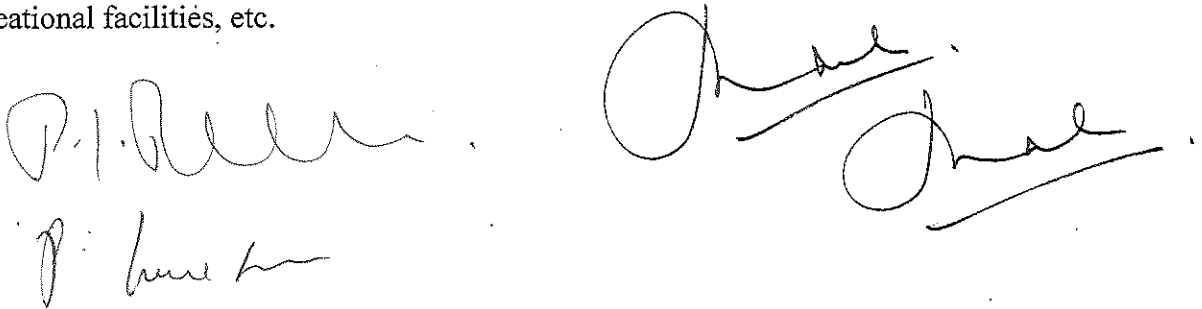
P. Subbaraidu
G. Sudarhsgan

Obuleshu
K. Munnaiah

- B. The Owners have entered into a Joint Development Agreement registered as document no. 1775/07 dated 19.11.2007 for land admeasuring Ac. 11-10.5 gts., forming a part of Sy. Nos. 142, 143, 144, 146, 147, 151 & 152, Gagillapur Village, Qutbullapur, Mandal, Ranga Reddy District, Telangana, with the owners of the land namely Late M. Krishna Naik (now represented by his wife Mrs. M. Laxmi), M. Jagan, M. Bhim Singh, Mr. Depavath Raju and Mr. K. Krishna. However, the JDA could not be implemented and some of the owners have agreed to sell a portion of the said land to the Owners. The details of the land to be purchased by the Owners is given under. The Owners have paid the entire sale consideration for purchase of land admeasuring Ac. 5-27.15 gts. The Owners undertake to get conveyance deeds executed in their favour.

Sl. No	Extent of land purchased Ac. Gts.,	Sy. No	Purchased from
1.	0-07	146	M. Laxmi & D. Raju
2.	0-11	147	Maloth Raju
3.	0-11	147	Maloth Manjia
4.	1-29	147	M. Laxmi & D. Raju
5.	0-07.65	151	Maloth Jagan
6.	0-28	151	Bheem Singh
7.	0-37.5	151	M. Laxmi & D Raju
8.	1-16	152	Korra Kishan

- C. The total land admeasuring Ac. 14-09.15 gts., has been purchased by the Owners. Out of the said land about Ac. 3-00 gts., is designated as Bhudan land. The Owners have agreed to set aside land earmarked as Bhudan land for public purposes or such purposes specified under The Andhra Pradesh Bhudan & Gramdan Act 13, 1965. Accordingly, Ac. 11-09.15 gts., has a clear and marketable title.
- D. The Owners wish to retain about Ac. 1-09.15 gts., of land facing the main road after providing for a 40 ft wide access to the land on the rear side admeasuring about Ac. 10-00 gts., and the Owners have agreed to give the balance land admeasuring about Ac. 10-00 gts. for development of Housing Complex.
- E. The Owners have agreed to give the said land admeasuring Ac. 10-00 gts., forming a part of Sy. Nos. 142, 143, 147, 148, 150, 151, 152 & 153, Gagillapur Village, Qutbullapur, Mandal, Ranga Reddy District, Telangana, for development of housing complex as envisaged herein. The details of the land are given under and is hereinafter referred to as the Scheduled Land.
- F. The Owners have expressed interest in developing the Scheduled Land by constructing residential houses/villas along with common amenities like clubhouse, roads, drains, water & electricity supply, landscaping, gates, children's park, compound wall, sports & recreational facilities, etc.



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- G. The Developer is in the business as real estate developers and managers and the Owners have approached the Developer for purposes of taking up the development of the Scheduled Land.
- H. The Developer has agreed to take on development the Scheduled Land as proposed by the Owners. The Developer intends to develop the entire Scheduled Land by constructing residential houses/villas along with certain common amenities.
- I. 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 MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:


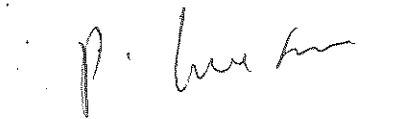
1. In pursuance of the foregoing and in consideration of mutual obligations undertaken by the Owners and Developer under this understanding, the Developer hereby agrees to develop the housing project on the Scheduled Land and the Owners hereby irrevocably authorize, appoint, nominate and empowers the Developer to undertake the development of Ac. 10-00 gts., forming a part of Sy. Nos. 142, 143, 147, 148, 150; 151, 152 & 153, Gagillapur Village, Qutbullapur, Mandal, Ranga Reddy District, 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 residential housing project with the following salient features :
 - a. The Schedule Land would be divided into plots of land (hereinafter referred to as Plot(s)) of about 125 sq yds to 200 sq yds along with roads of 30 ft / 40 ft width. Total lots and amenities block shall also be provided as per bye-laws.
 - b. On each Plot a one or two floor independent house/villa /bungalow shall be constructed. Hereinafter the said Plot with a house constructed thereon shall be referred to as Villa(s).
 - c. A clubhouse consisting of 3 to 5 floors admeasuring about 10,000 sft shall be constructed on the Scheduled Land with facilities like banquet hall, gym, recreation room, swimming pool, etc.
 - d. Villas will be sold to prospective customers wherein the customer will become the absolute owner of a divided Plot of land along with construction thereon.
 - e. 4 to 6 types of Villas are proposed to be constructed of varying size of plotted land and constructed area.
 - f. Prospective customers would have a choice of purchasing Villas with construction of one or two floors.
 - g. Car parking/two wheeler parking, if provided, shall be within the Villa.
 - h. Common amenities and utility services like roads, footpaths, water supply, electric power supply, children's park, tree plantation, sports facilities, etc., shall also be developed on the Scheduled Land.

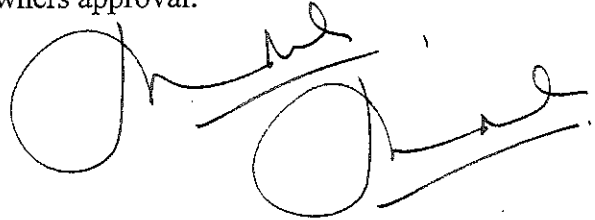
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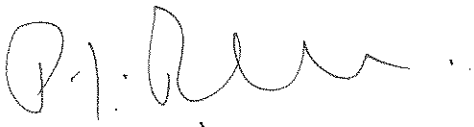
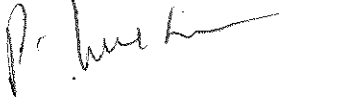
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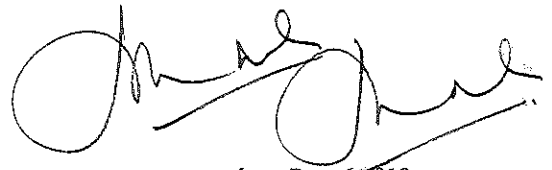
- i. Such common amenities and clubhouse shall be enjoyed as common amenities by the prospective purchasers of the Villas and shall hereinafter be referred to as Common Amenities.
 - j. The entire development with Plots, Villas and Common Amenities shall hereinafter be referred to as the Housing Project.
 - k. Single floor houses shall be made on all the Plots. However, prospective purchasers may choose to make two floor houses i.e., ground plus one floor at additional cost payable to the Owners/Developer.
 - l. The Developer shall make a provision in the structure of each Villa for construction of a three floor house i.e., ground plus two floors. After the initial period of construction and handing over of the completed Villas to the prospective purchaser/Owners/Developer, there shall be a prohibition (Lock-in period of 5 years) on all owners of Villas from making any additions or alterations that may change the external appearance of the Villa or add additional floors to the Villa for a period of 5 years after the initial period of construction.
 - m. The Developer shall provide structural, architectural and other such relevant drawings to prospective purchasers/Owners/Developer for addition of floors to the existing Villa free of cost. Prospective purchasers/Owners/Developer can after the lock-in period of 5 years construct additional floors to their Villas strictly in accordance with the plans, colour scheme, elevation details, etc., provided by the Developer. However, each Villa shall have a maximum of three floors i.e., ground plus two floors. This restriction shall apply for a further period of 15 years from the lock-in period.
 - n. Developer and Owners shall not be entitled to sell Plots of land without construction of house thereon i.e., open plots cannot be sold. However, the Developer and Owners can for purposes of creating title in favour of the prospective purchaser, in order to enable prospective purchaser to avail a housing loan, execute a sale deed for the Plot along with an inseparable agreement of construction for construction of the house thereon.
3. The Owners agree and affirm that they have understood the scheme of development of the Housing Project on the Scheduled Land formulated by the Developer and that they agree to the scheme so formulated by the Developer.
 4. The parties hereto have agreed that under the scheme of development the Developer shall take the entire responsibility of executing the Housing Project which inter-alia includes dividing the Scheduled Land into Plots; construction of houses on Plots, creation of Common Amenities at its cost, risk and expense.
 5. It is specifically agreed between the Owners and the Developer that the design and development of the Housing Project including the internal layout of each Villa, design of the Housing Project and the design and development of the Common Amenities shall be at the sole discretion of the Developer and that the Owners shall not interfere or raise any objections to the same. However, the Developer agrees to provide a schematic plan of the proposed development to the Owners within 7 days of this MOU. Upon approval of the schematic plan by the Owners the Developer shall make an application for sanction/building permit within 30 days of the Owners approval.



6. In consideration of the aforesaid premises and in consideration of the Developer agreeing to develop the Scheduled Land into a Housing Project by developing Plots and construction houses on the Plots for the Owners, 35% (thirty five percentage only) of the total Plots with single floor houses proposed to be constructed, as per the specifications in Annexure –I at the cost of the Developer, the Owners agrees to convey or transfer or assign 65 % (sixty five percentage only) of the total Villas/Plots in the Housing Project on the Scheduled Land in favour of the Developer and /or its nominees.
7. The consideration payable by the Developer to the Owners for sale and transfer of 65% of Plots/Villas in the Scheduled Land pertaining to 65% of the total Plots/Villas proposed to be developed/constructed is by way of development/construction and delivery of 35% of the total Plots/Villas proposed to be constructed in the housing project by the Developer or its agent on the Schedule 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 35 % share of the Plots/Villas and delivery thereof to the Owners. Likewise, the Developer is also not liable to pay any sale consideration for sale in its and /or in its nominees' favour of 65% of Plots/Villas in the Scheduled Land pertaining to 65% of the total Plots/Villas proposed to be developed/constructed.
8. The Developer's right to get 65% of Plots/Villas in the Scheduled Land conveyed to itself and/or its nominees, which is the consideration for its obligation to develop/construct and deliver to the Owners 35% of Plots/Villas on the Schedule Land are valued equally.
9. Owner no. 1, and Owner no. 2 shall be collectively and together entitled to 35% of the total Plots/Villas in the Housing Project on the Scheduled Land. That the apportionment amongst Owners of the Plots/Villas received by them from time to time from the Developer is purely an internal arrangement and none of them will raise any objection or claim against third parties/buyers/prospective purchasers/Developer for non-apportionment/non receipt of the Plots/Villas for whatever reason.
10. The Developer shall be entitled to the remaining 65% of Plots/Villas in the Housing Project on the Scheduled Land.
11. The construction shall be of the first class quality as per the details and specifications given in the Annexure – I hereto. The quality of construction of the standard Villas to be delivered to the Owners and the standard Villas falling to the share of the Developer in terms of this understanding shall be uniform and similar and in accordance with the specifications set out in the Annexure –I.
12. The Owners and the Developer and/or their respective successors/nominees shall be entitled to enjoy their respective shares of Villas and all the Common Amenities and to use the Common Amenities in the Housing Project to be constructed on the Scheduled Land, subject to the 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 owners/tenants/users of Villas shall keep and maintain the villa in a decent and civilized manner and shall do their part in maintaining the living standards of the Housing Project at a very high level.

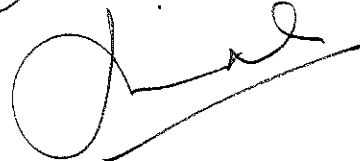
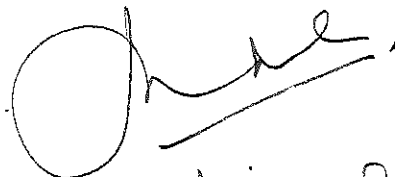
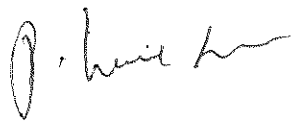
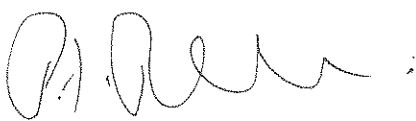





- b. That all owners/tenants/users of Villas shall further endeavor and assist in good up-keep and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / purchasers in the Housing Project. To achieve this objective the owners/tenants/users of Villas, inter-alia shall not
- i. throw dirt, rubbish etc. in any open place, compound, road, etc. not meant for the same;
 - ii. use the Villa for any illegal, immoral, commercial & business purposes;
 - iii. use the Villa in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / purchasers in the Housing Project;
 - iv. store any explosives, combustible materials or any other materials prohibited under any law;
 - v. install grills or shutters in the balconies, main door, etc;
 - vi. change the external appearance of the Villas;
 - vii. install cloths drying stands or other such devices on the external side of the Villas;
 - viii. store extraordinary heavy material therein;
 - ix. to use the roads or passages for storage of material;
 - x. place shoe racks, pots, plants or other such material in the roads or passages of common use.
- c. The Owners/tenants/users of Villas shall be entitled to construct additional floors to their Villas after the initial lock-in period of 5 years. However, such a development shall be in conformity with the overall scheme of development and in strict adherence to the plans, colour scheme, etc., provided by the Developer. Addition of additional floors shall be restricted to ground plus two floors. Restriction on additions and alterations as given herein shall be in force for a period of 15 years from the initial lock-in period of 5 years.

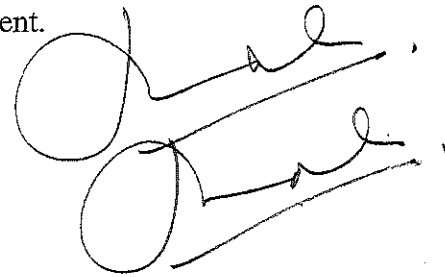
13. Both the parties hereto agree and undertake to incorporate the same rights and privileges and restrictions and obligations mentioned above in their agreement/sale deeds in favour of the other purchasers of Villas so as to ensure that all the Villa owners, whether falling within the Owners share of Villas or the Developer's share of Villas, are entitled to the same rights and privileges and are subject to the same restrictions and obligations.

14. The Owners and/or their nominees shall become the absolute owners of the Owners' share of Villas after the same is constructed and delivered to the Owners 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 owners of the Developer's share of Plots/Villas 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.



15. The Owners and the Developer shall be respectively entitled to retain, enjoy, sell, lease or otherwise dispose-off their respective shares of Villas/Plots along with their respective undivided 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 Villas allotted to the other party under this understanding.
16. That the Developer shall construct the Villas as per specifications given in Annexure - 'I'. The cost of any alteration/additions made to the Villas allotted to the Owners on the request of the Owners or their buyers shall be payable by the Owners and / or by such buyers to the Developer. Further, the Owners shall be liable to pay to the Developer water and electricity connection charges falling to the share of the Owners towards cost of transformers, meters, electrical panels & other equipment, cables, RO plant, sump, fees and charges payable to the concerned authorities, etc. for the Villas allotted to them by collecting the same from prospective buyers of the Owners share of Villas. It is further agreed that the amount payable by the Owners to the Developer for water and electricity connection shall be the same as the amount charged by the Developer to its prospective purchasers for its share of Villas.
17. It is specifically agreed between the Owners and Developer that the Developer shall construct single floor houses on the Plots falling to the share of the Owners. In cases where the prospective purchaser of the Owners are interested in a two floor house i.e., ground plus one floor, then at the request of the Owners the Developer shall construct an additional floor for such prospective customers at the request of the Owners. In such cases the Owners or their prospective customers shall pay the Developer the cost of the additional floor at the rate of Rs. 1,250/- per sft of built-up area. However, the Developer has agreed to waive off the payment of addition charges for construction of an additional floor for 10 Villas falling to the share of the Owners. The Owners shall be at liberty to choose 10 such Villas for construction of an additional floor. The Developer shall be at liberty to construct houses of one or two floors on its share of Plots.
18. All taxes including capital gains, income and wealth tax that may arise on account of the benefits to the Owners under this Memorandum of Understanding shall be paid by the Owners.
19. The Owners hereby confirms that their right, title and interest to and in the Scheduled Land are good, clear, marketable and that 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 Owners to clear it at their cost.
20. That it is agreed to name the housing project as "Mayflower Homes". The name may be changed before start of the project only on mutual agreement.

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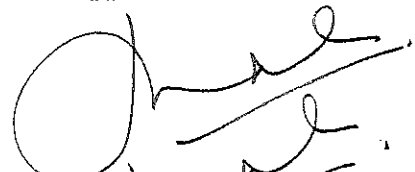
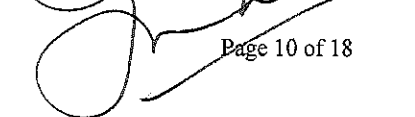
21. That for the purposes of commencement of the development under this understanding, the Owners hereby agrees to let the Developer enter the Scheduled Land, excavate and start the development work and to do and perform all necessary acts on obtaining sanction from GHMC and other concerned authorities for construction. The Owners shall deliver the constructive and actual position of the Scheduled Land progressively as and when the Developer delivers the constructed area to the Owners.
22. That the Developer shall be responsible for obtaining necessary sanction from Urban Development Authority and other appropriate authorities for development of the proposed housing project. For that purpose the Owners shall if required, execute a Special Power of Attorney in favour of the Developer. Further, the Owners shall do all such acts and deeds and execute necessary documents that may be required for this purpose. The Developer undertakes to obtain the sanction/permit for construction within 3 months from the date of submitting the application along with plans to DTCP/Urban Development Authority/Local Municipality or other appropriate authorities with the further grace period of 3 months
23. That the Owner shall be responsible for payment of all such charges, levies, taxes, etc., of whatsoever nature that may be leviable or payable either on this date of understanding or on any future date to any Government, Quasi Government authorities and/or statutory bodies like Revenue Department, DTCP/Urban Development Authority/Local Municipality, ULC Department, etc, for under given purposes.
 - a. 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 22 above.
 - b. For regularization of usage of Scheduled Land for the development envisaged under this understanding.
 - c. For more perfecting and protecting the title to the Scheduled Land so as to convert the Scheduled Land for non-agricultural purposes, 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.
 - d. Conversion of land from agricultural use to residential use in the Revenue Department or other relevant departments under the (Non Agricultural Lands Assessment) NALA Act 2006.
24. That a detailed plan showing identification and division of their respective share of Villas in the ratio of 65:35 amongst the Developer and the Owners respectively shall be made after obtaining sanction / permission from Urban Development Authority, etc., for the proposed development of the Housing Project. However it is specifically agreed that the division shall be such that the Developer and Owners get equitable share in the Villas as per the above ratio. It is further agreed that the division of Villas shall be made in such a manner that the Developer and Owners get equitable share in the Villas as per the above ratio in each of the following:
 - a. Number of Villas.
 - b. The aggregate Built-up area of the Villas.

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P. R. R.

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- c. The aggregate plotted area of land.
 - d. Villas of different kinds considering corner and middle Villas, types of the Villas, areas of the Villas, east and west facing Villas, etc.
25. It is clarified that built-up area means and includes the plinth area of each floor along with area covered by staircases, head rooms, ducts covered on atleast three sides and portico. Built-up area shall exclude open to sky areas. Area of each Plot shall include the width of the compound wall not shared between Plots and half the width of the compound walls that are shared between the Plots.
 26. That on obtaining the necessary sanctions and permissions from HMDA/ Urban Development Authority and other appropriate authorities, the parties shall enter into a Supplementary Agreement or add an annexure to the General Power of Attorney/ General Power of Attorney cum Joint Development Agreement / General Power of Attorney cum Agreement of sale mentioned below to clearly specify the Villas/Plots proposed to be developed/constructed on the Schedule Land together with Common Amenities to be distributed between them in terms of this understanding.
 27. That on obtaining the necessary sanctions and permissions from HMDA/ Urban Development Authority and other appropriate authorities, the Owners shall execute a General Power of Attorney or a General Power of Attorney cum Joint Development Agreement or a General Power of Attorney cum Agreement of sale in favour of the Developer or their nominees, for the Villas/Plots falling to the share of the Developer, so as to enable the Developer to sell their share of the Villas/Plots to any intending purchaser, without any further reference to the Owners. The cost of such registration and execution of General Power of Attorney or a General Power of Attorney cum Joint Development Agreement or a General Power of Attorney cum Agreement of sale shall be borne by the Developer.
 28. The Owners agree to execute General Power of Attorney or a General Power of Attorney cum Joint Development Agreement or a General Power of Attorney cum Agreement of sale in favour of the Developer or their nominees at the time of receiving a demand letter from GHMC/HMDA/DTCP/Urban Development Authority/Local Municipality/Gram Panchayat / Nagar Panchayat for payment of fees and charges for permit for construction. It is agreed that the Developer shall make payment of fees and charges within 7 days of execution of GPA/JDA, etc.
 29. The Developer and the Owners during the progress of construction work shall be entitled to offer their respective Villas falling to their share for sale in their own respective names at their sole discretion and the other party shall not have any objection over the same. The Owners and the Developer shall be entitled to take bookings and receive advances for their respective share of Villas during the time of construction or after the completion of the said Villas from their purchasers. The Developer and the Owners shall also be entitled to execute a sale deed or enter into agreement of sale / construction in favour of their purchasers for their respective share of Villas any time during the course of the project or after completion of the project without any further intimation or approval from each other.

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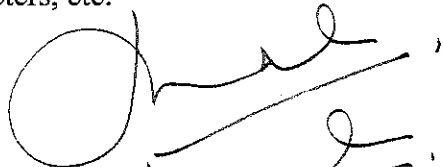
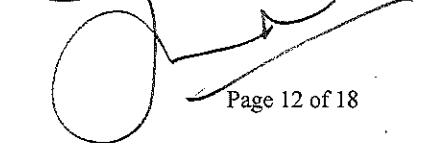
30. On the basis of this understanding, the Developer will be entering into agreements with various parties for sale of Villas together with undivided share, right, title and interest in the Scheduled Land and mobilizing all their resources - men, material and finance. In view of the same it shall not be open to the Owners to terminate this understanding unilaterally under any circumstances whatsoever. The rights vested in the Developer by virtue of this understanding are irrevocable.
31. The Developer shall be entitled to erect boards, in the Scheduled Land advertising for sale and disposal of the Villas 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 Owners shall not be liable for any financial transactions entered into by the Developer in respect of the Villas 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 Villas 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 water tanks, drainage and sewerage connections, electrical transformers, water connections, clubhouse, roads, footpaths, gates, children's park, compound wall, sports & recreational facilities, swimming pool, tree plantation, 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 Villas without any exclusive right for any party.
35. The Developer and the Owners shall ensure by incorporating necessary clause in agreement of sale / sale deed and/or any other agreements entered into with the purchasers / buyers that the respective purchasers / buyers of Villas shall become a member of the association / society that has been formed / will be formed for the purposes of the maintenance of the Housing Project and shall abide by its rules framed from time to time. Further, such respective purchasers / buyers of Villas shall also from time to time sign and execute the application for registration, other papers and documents necessary for the formation and registration of the society / association. Further, such respective purchasers / buyers shall undertake to contribute the corpus fund to the society/association and to regularly pay the subscription and also their contribution of the expenses as the society / association intimates them from time to time. Until the society / association is formed the purchasers / buyers shall pay to the Developer / Owner such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers, etc., as may be determined by the Developer / Owners.

P. J. Allen
P. J. Allen

John
John

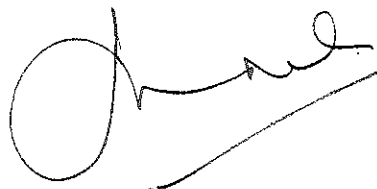
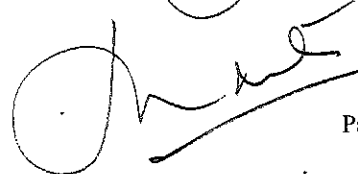
36. The Developer proposes to undertake the development of the Scheduled Land in two phases and each phase would consist of about half the Scheduled Land. The Developer hereby undertakes and agree to construct the Villas and deliver to Owners their share of Villas within 24 months for the first phase and 30 months for the second phase from the date of receipt of sanction / permission for construction from appropriate authorities. The Developer assures the Owners 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.). The Owners agrees for such grace period of 6 months. In case of delay beyond the time stipulated, except for reasons beyond control (i.e., force majeure event), the Developer will pay the Owners a sum of Rs. 6/- per sft for every month of delay, subject to change from time to time, for the area of each Villa that has not been handed over to the Owners. The Developer and the Owners propose to compensate their prospective purchasers for any delay as given above at the rate of Rs. 6/- per sft per month, being the current value of rental in that area, subject to change from time to time, for delay in completion of the Villa. Further, the Developer agrees to compensate the prospective purchasers of the Owners (or the Owners) for any delay in completion of construction on terms and conditions that may be specified under the rules of the proposed The Real Estate (Regulation & Development) Act 2016.
37. The Developer agrees that the construction of the Owners share of Villas and the Developer share of Villas shall progress in the ratio of the share of Villas of the Developer and the Owner i.e., the progress of construction shall be such that for every 13 Villas belonging to the Developer share, atleast 7 Villas of the Owners shall be constructed. The Developer shall be at liberty to construct a larger number of Owners share of Villas than specified in the sharing ratio.
38. It is agreed by the Owners and the Developers that the construction and handover of the Owners share of Villas shall be deemed to be completed on completion of major works like civil works, plumbing, electrical conducting, drainage, water proofing, elevation works, first coat of paint, grills and windows, doors, etc. The balance works like final coat of paint, bathroom tiles, electrical wiring and switches, flooring tiles, CP & Sanitary fittings, etc., shall be completed by the Developer upon the request of the Owners within 90 days of such a request so as to enable the prospective customers of the Owners to customize / make changes to the interiors within their Villa.
39. That the Owners, from the date of receipt of possession or from the deemed date of handover of their agreed Villas shall be responsible for payment of all taxes, levies, rates, water & electricity charges etc., in respect of such Villas.
40. That the Developer shall raise and spend all monies required for men and material for the construction of the Villas and Common Amenities on the Scheduled Land.
41. That the Developer will provide the requisites amenities to all the Villas such as water, electricity, drainage connections, electric transformers, meters, etc.

P. I. Allen
P. V. V. V.

42. That the stamp duty and registration charges along with VAT, Service Tax, GST and any other taxes, fees, charges, levies that are payable or shall become payable for the Villas allotted to the Owners are to be paid by them and/or by their eventual buyers. It is specifically agreed that taxes like VAT, service tax, GST and other taxes, fees, charges, levies that are payable or shall become payable as a consequence of this Memorandum of Understanding and other agreements and deeds executed in pursuance of this MOU pertaining to the Owners share of Villas shall be borne by the Owners exclusively.
43. The Owners desire to sell all the Villas falling to their share under this Memorandum of Understanding, as they require the cash flow generated from such sales to meet their requirement. The Developer has acknowledged and understood the Owners' requirement to liquidate their share of Villas at the earliest. It is further agreed between the Owners and the Developer that under the scheme of the development envisaged in this MOU, the Owners should be able to maximize their returns. Accordingly, the Developer shall endeavor to ensure that the rate at which the Villas (falling to the share of both Owners and Developer) are sold, is such that the Owners can expect to receive a cash flow of atleast Rs. 200 lakhs per acre of Scheduled Land, before tax but after deducting charges for water and electricity, service tax, VAT, stamp duty and registration charges, charges for additions and alterations, charges payable to the Developer under clause 45 above and cost of conversion of land to non-agricultural use as given in clause 23(d) above.
44. 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 Owners agree to join together, if required, in execution of sale deeds in favour of the purchasers of Villas.
45. That the Owners shall provide/make available all necessary documents (originals) pertaining to the title to the Scheduled Land in order to enable the prospective purchasers to obtain loans from financial institutions, banks, etc.
46. The Owners have requested the Developer to deposit an amount of Rs. 200 Lakhs (Rupees Two Hundred Lakhs only) as security deposit towards performance guarantee for fulfilling its obligations under this Memorandum of Understanding. The Developer has paid Rs. 100 Lakhs (Rupees Hundred Lakhs only) as per details given below to the Owners as on this date. The balance security deposit of the Rs. 100 lakhs shall be paid by the Developer to the Owners on obtaining sanction for construction and at the time of execution of General Power of Attorney/ General Power of Attorney cum Joint Development Agreement / General Power of Attorney cum Agreement of sale in favour of the Developer. The Security deposit shall be refunded to the Developer only after completion of all Villas and within 45 days of intimation by the Developer to the Owners for refund of the same. Further, the Security deposit shall become refundable upon cancellation of this understanding as given under. The Developer in order to ensure the refund of the Security deposit towards the performance guarantee shall handover the last 10 Villas agreed to be developed/ constructed falling to the share of the Owners only after refund of the said security deposit.

P. A. A.
P. A. A.

S. No.	Date	Paid to	Bank	Amount in Rs.	RTGS UTR no.
1	22.04.2016	M/s. Usha Sree Homes	From HDFC Bank to Bank of Maharastra	10,00,000	HDFC R52016042277354915
2	13.05.2016	M/s. Usha Sree Homes	From HDFC Bank to Bank of Maharastra	90,00,000	NI34160153353- -888

47. That at the request of Owners the Developer shall market/sell the Villas falling to their share for a consideration equal to 2.5% of the gross sale consideration payable by the prospective purchaser to the Owners for sale of each Villa. Further, an additional sum of 0.5% of the gross sale consideration shall be paid by the Owners to the Developers in cases where the prospective purchaser avails a housing loan to finance their purchase. The Developer shall provide services like sales, promotions, collections, documentation, registration, etc., to such prospective purchasers and collect all amounts towards sale consideration by cheques / demand drafts / payorders in favour of the Owners. The Developer shall be responsible for payment of brokerage to brokers for such sales made by the Developer.

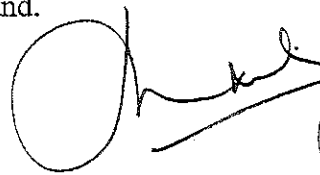

48. The Owners have made certain declarations to the Developer and the Owners have committed to undertake the following at their risk and cost before payment of fees and charges related to permit for construction by the Developer to the appropriate authorities.

- Get the entire Scheduled Land mutated in the revenue records in the name of the Owners.
- Obtain change of land use from the revenue authorities from agricultural to non-agricultural under the Non Agricultural Land Assessment (NALA) Act.
- Settle any claimants in title on any part or whole of the Scheduled Land. In particular the Owners have declared that some persons are claiming title to Ac. 0-12 gts., out of the Scheduled Land.
- The Owners have declared that title documents for Ac. 7-16 gts., out of the total land have been deposited as collateral security with the Bank of Maharastra for a loan taken in favour of M/s. Satyavani Homes JV against a real estate development in Annojiguda, Hyderabad. The Owners have agreed to release the title documents and obtain NOC from the financial institution at their risk and cost.
- The Owners shall execute conveyance deeds for the extent of land mentioned in clause B above in its favour.
- The Owners shall clearly demarcate and set aside land designated as Bhudan land as mentioned in clause C above.

49. The Owners and Developer have mutually agreed that the Developer shall be given 30 days time from the date of this understanding to verify the extent and title of the Scheduled Land and for which the Developer and the Owners shall jointly undertake to complete the following:

- To conduct the Panchanama and survey through the MRO's Office demarcating the exact area of land forming the Scheduled Land.

P. J. Reddy
P. Kumar

- b. To raise Kadis (stone pillars) & barb wire along with the boundary of the Scheduled Land to clearly demarcate the Scheduled Land after obtaining the Survey and Panchanama report from the MRO's Office referred above.
- c. To issue a public notice within 30 days of this understanding calling for objections, if any, from the general public regarding the proposed development and title of the Owners through a lawyer of the Developers choice.
- d. To provide all such documents that may be required for completing the due diligence and to verify the title of the land as requested by the Developers lawyers.

The cost of the above shall be exclusively borne by the Developer.

50. The Owners and Developer have mutually agreed that this understanding can be unilaterally cancelled by the Developer in case of one or more the following events:
- a. Failure to establish title or extent to the satisfaction of the Developer of the Scheduled Land.
 - b. Failure to complete the tasks given in clause 46 & 47 above.
 - c. In case of receiving objections from potential claimants against the Scheduled Land in response to the public notice or otherwise.
 - d. Failure to obtain sanction/building permit within the time specified herein due to defective title.

In such an event the Owners shall refund the security deposit within 30 days of such a cancellation to the Developers and in case of failure to do so the Developer shall be entitled to recover the same along with interest @ 18% per annum, after expiry of 30 days of cancellation.

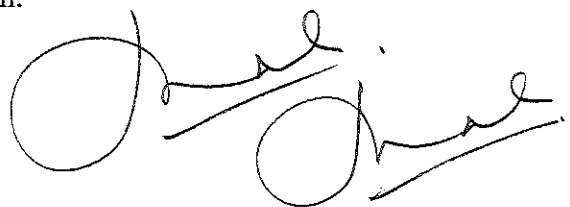
51. The Owners and Developer have mutually agreed that this understanding can be unilaterally cancelled by the Owner in case of the following event:
- a. Failure to obtain sanction/building permit within the time specified herein.
- In such an event the Owners shall refund the security deposit within 30 days of such a cancellation to the Developers and in case of failure to do so the Developer shall be entitled to recover the same with interest @ 18% per annum.

52. The Developer proposes to incorporate another Limited Liability Partnership (LLP), provisionally named as Modi Realty (Gagillapur) LLP. The right, title and interest of the Developer under this MOU shall be transferred to the newly incorporated LLP by way of a letter signed by the Developer and Owners or by way of executing another MOU.

53. The Developer shall be entitled to develop other such housing projects or lands abetting or near the Scheduled Land and the Owners shall not raise any objections to such a development.

54. That the Owners hereby agree and bind themselves to indemnify and keep indemnified the Developer at all times in respect of all losses, 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 Owners or by anyone else claiming through them.

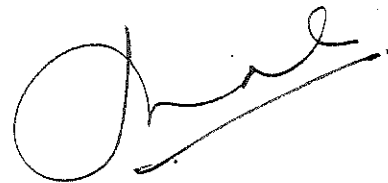
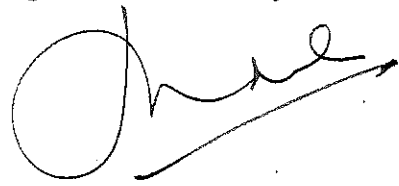
P. J. Allu
P. Subbarao



55. 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.
56. That it is specifically agreed in interest of scheme of development of the housing project and to protect the interest of prospective purchasers and occupants of the Villas, the parties hereto shall cooperate with each other in all respects for the due completion of the housing 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 Memorandum of Understanding to be settled in monetary terms.
57. All the disputes or differences between the Owners and the Developer arising out of, or in connection with, this understanding shall be decided through arbitration of two arbitrators; one to be appointed by the Owners 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 understanding to the exclusion of all other law courts.
58. This understanding is executed in two originals one for each for Developer & Owners.
59. The cost of registration and execution of this Understanding shall be borne by both the parties equally.

P. J. Bell

P. J. Bell



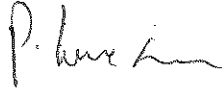
SCHEDULE OF THE LAND

All that portion of the land area to the extent of Ac. 10-00 gts., forming part of Sy. Nos. 142, 143, 147, 148, 150, 151, 152 & 153, Gagillapur Village, Qutbullapur, Mandal, Ranga Reddy District, Telangana and bounded by:

NORTH : Main Road
SOUTH : Part of Sy. Nos. 152 & 153
EAST : Village Boundary
WEST : Land in Sy. No. 143, 146, 147 & 151

IN WITNESS WHEREOF the Owners 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

M/s. Usha Shree Homes

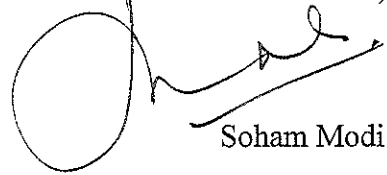


Smt. Usha Shree



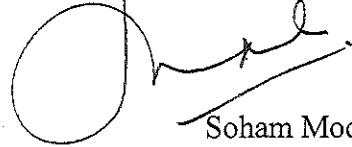
P. Surya Prakash

M/s. Modi Properties & Investment Private Limited,



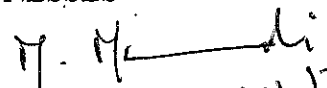
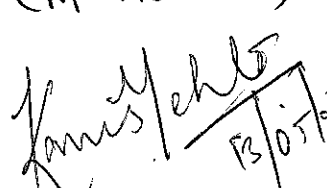
Soham Modi

M/s. Modi Realty (Gagillapur) LLP



Soham Modi

WITNESSES

1. 
(M. MURALI) 13/5/2016.
2. 
13/05/2016

(KARUNA MEHTA)

ANNEXURE - I

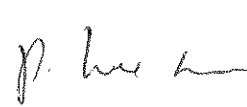
Specification of construction of Villas:

Structure:	RCC
Walls:	4"/6" solid cement blocks
External painting:	Exterior emulsion
Internal painting:	Smooth finish with OBD
Flooring:	24" vitrified tiles
Door frames:	Wood (non-teak)
Main door:	Laminated / polished panel door
Other doors:	Painted panel doors
Electrical:	Copper wiring with modular switches
Windows:	Powder coated aluminum sliding windows with grills
Bathrooms:	Branded ceramic tiles - 4 / 7 ft height
Plumbing:	UPVC pipes
Sanitary:	Branded sanitaryware.
CP fittings:	Branded quarter turn ceramic disc type.
Kitchen platform:	Granite slab with 2 ft dado and SS sink

Specifications for amenities:


Club House with banquet hall, Gym, Recreation room.
Swimming Pool
Children's Play Ground
Landscaped Gardens
CC roads and lighting
Sports Facilities
Backup Generator for Common Area Lighting and 1KVA back-up for each Villa.

M/s. Usha Shree Homes

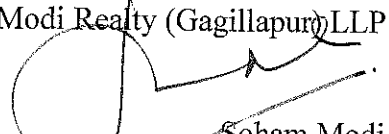

Smt. Usha Shree


P. Surya Prakash


M/s. Modi Properties & Investment Private Limited,

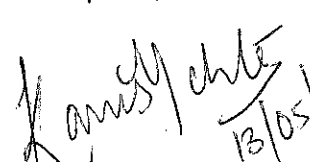

Soham Modi

M/s. Modi Realty (Gagillapur) LLP


Soham Modi

WITNESSES

1.  13/5/16
(C.M. MURACI)

2.  13/05/16
(Kanna Yehle)