

S.No. 14981 Date:05-09-2014

Sold to: MAHENDER MÄLLESH

For Whom: GREENWOOD LAKE SIDE HYDERABAD LLP

K.SATISH KUMAR

LICENSED STAMP VENDOR LIC No.16-05-059/2012, Plot No.227 , Opp.Back Gate of City Civil Court, West Marredpally, Sec'bad. Mobile: 9849355156

SUPPLEMENTARY MEMORANDUM OF UNDERSTANDING

This Supplementary Memorandum of Understanding is made and executed on this 17th day of September, 2014 by and between

1. Mr. L. Rajeshwar Rao, S/o. Mr. L. Ananda Rao, aged about 47 years, Occupation: Business, R/o. H. No. 1-1-364/75, Jawaharnagar, RTC X road, Hyderabad.

2. Smt. L. Damayanthi, W/o. Shri Vaman, aged about 54 years, Occupation: House wife, R/o. H. No. 1-4-242, Jawahar Road, Jagityal, Karimnagar District.

3. Shri. Ritesh Kumar (HUF) Karta, S/o. Deendayal, aged about 31 years, Occupation: Business, R/o. H. No. 5-9-22/92, Adarsh Nagar, Hyderabad-63.

4. Shri. Chennakesh, S/o. Late A. Vinod Kumar, aged about 31 years, Occupation: Business, R/o. Plot no. 6, Asbestos Colony, Karkhana, Secunderabad – 9.

5. Sri. M. Ramgopal, S/o. Nalakishtam, aged about 54 years, Occupation: Business, R/o. 1-4-190, Balaji Nagar, Jagityal, Karimnagar District.

For Greenwood Lake Side (Hyderabad) LLF

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- 6. Smt. Renuka, W/o. Mr. M. Ramgopal, aged about 46 years, Occupation: House wife, R/o. 1-4-190, Balaji Nagar, Jagityal, Karimnagar District.
- 7. Sri. M. Krishna, S/o. M. Ramesham, aged about 51 years, Occupation: Business, R/o 1-4-181, Balaji Nagar, Jagityal, Karimnagar District.
- 8. Sri K.V. Pavan Kumar, S/o. Sanjeev Rao, aged about 41 years, Occupation: Business, R/o. H. No. 11-1-329, Red Hills, Hyderabad.
- 9. Sri L. Santosh Rao, S/o. Sri. L. Rajeshwar Rao, aged about 23 years, Occupation: Student, R/o. H. No. 1-1-364/75, Jawahar Nagar, RTC X Road, Hyderabad.
- 10. Shri. D. Sridhar, S/o. D. Prakash, aged about 38 years, Occupation: service, R/o. H. No. 6-31, Gandhinagar, Siddipet, Medak District.

Hereinafter jointly referred to as the Owners, and severally as Owner No. 1, Owner No. 2, Owner No. 3, Owner No. 4 and Owner No.5, Owner No.6, Owner No.7, Owner No.8, Owner No.9 & Owner No.10 respectively.

AND

- 1. M/s. Greenwood Builders, a registered partnership firm having its office at 5-4-187/3&4, II floor, Soham Mansion, M.G. Road, Secunderabad –500 003, represented by its Partners/ Authorised representatives Shri. Anand Mehta, S/o. Shri Suresh Mehta, aged 35 years, Occupation: Business and Soham Modi, Son of Shri. Satish Modi aged about 43 years, Occupation: Business, resident of Plot No. 280, Jubilee Hills, Hyderabad
- 2. M/s. Greenwood Lakeside (Hyderabad) LLP, a limited liability partnership having its office at 5-4-187/3&4, II floor, Soham Mansion, M.G. Road, Secunderabad –500 003, represented by its Partners/ Authorised representatives Shri. Anand Mehta, S/o. Shri Suresh Mehta, aged 35 years, Occupation: Business and Soham Modi, Son of Shri. Satish Modi aged about 43 years, Occupation: Business, resident of Plot No. 280, Jubilee Hills, Hyderabad.

hereinafter jointly referred to as the Developer and severally as Developer no.1 & Developer no. 2.

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 have entered into a Memorandum of Understanding dated 23rd May, 2013(hereinafter referred to as MOU) with Developer no. 1 herein for development of land forming a part of Sy. No. 49 situated at Yapral, Malkajgiri Mandal, R. R. District, admeasuring Ac. 5-30 Gts. (hereinafter this land is referred to as the Scheduled Land and is more particularly described at the foot of the document). The terms and conditions for development of the Scheduled Land are given in the MOU.

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Partner.

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Partner.

- B. The parties hereto have applied to the GHMC for obtaining necessary permits for building construction and other permissions at cost of the Developer. The permit for construction has been favourably recommended for approval by GHMC in file No. 76057/12/09/2013 /HO. In accordance with the sanctioned plan in all 448 number of flats in 4 blocks aggregating to about 5,32,700 sft along with parking in the basement floor and other amenities are proposed and agreed to be constructed. GHMC has issued letter no. 76057/12/09/2013/HO/1150 dated 20.06.2014 asking the Developer/Owners to remit building permit fees and other charges amounting to about Rs. 2.35 cr. The Developer /Owners have represented to GHMC that the term of the Board Members of SEIAA has lapsed and the government is in the process of appointing new board members. Until the board members are appointed the Developer/Owners are not in a position to obtain an NOC from SEIAA (Environmental Authority). Further, the Developer/Owners has requested GHMC to grant time to pay the building permit fee and other charges till such time the NOC from SEIAA is obtained as GHMC cannot release the permit for construction without such an NOC.
- C. The Developer has proposed to make an additional representation to GHMC with a request to release the building permit after payment of fees subject to obtaining the NOC from SEIAA or the relevant statutory authority within 6 months (or such period permitted) from release of building permit for construction to enable the Developer to immediately start construction.
- D. The counsel of the Developer has recommended transferring the rights under the MOU to a LLP in place of a partnership firm. Therefore, the Developer no. 1 herein has proposed to transfer all its right, title and interest in the MOU to Developer no. 2 herein and the Owners have agreed to the same subject to the partners of Developer no.1 and Developer no. 2 remaining unchanged.
- E. The Owners & Developers have agreed to enter into this understanding for the following purposes:
 - a. To confirm the division of proposed construction between the Owners and the Developer. Specifically to confirm allotment/division of flats in block A of the proposed project.
 - b. To permit the Developer to take bookings from prospective customers for its share of flats in A block prior to receipt of sanction.
 - c. To permit the Developer to advertise and publicize the project.
 - d. To confirm the transfer of rights under the said MOU to Developer no. 2 herein.
- F. 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 SUPPLEMENTARY MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

1. In consideration of the Developer agreeing to develop the entire Scheduled Land at its own cost, the Developer shall be entitled to 301 flats aggregating to about 3,59,700 sft of constructed area along with 18,381 sq. yds of undivided share of land proposed to be constructed on the Scheduled Land. The Owners shall be entitled to 147 flats aggregating to about 1,73,000 sft of constructed area along with 8,844 sq. yds of undivided share of land proposed to be constructed on the Scheduled Land. The summary of the total constructed area and the super built-up area of each flat is contained in Annexure A. The details of sharing of flats, with respect to A block, between the Owners and the Developer is contained in Annexure B.

M. A. Rouekas 7 - For Greenwood Lake Side (Hyderabad) LL.

For GREENWOOD BUILDERS

- 2. In pursuance of the said MOU and under this Supplementary Memorandum of Understanding the Owners authorizes the Developer to:
 - a. To enter into sub contract for the sale of the said flats for any consideration which they deem reasonable in their absolute discretion and receive the earnest money and acknowledge the receipt of the same.
 - b. To sign / execute booking forms, agreement of sale, or such other agreements in favaour of prospective purchasers.
 - c. To sell the said flats to the prospective purchaser or his / her nominee or nominees and to collect sale consideration and other charges in its favour.
 - d. To erect boards, in the Scheduled Land advertising for sale and disposal of the residential units 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.
 - e. That for the purposes of commencement of the development under this understanding, the Owners hereby agrees to let the Developer enter the Scheduled Land, for the purposes of leveling, site marking, site clearing, etc. The Developer shall only be licensed to enter the Scheduled Land without claiming possession of the same.
- 3. The Owners shall not be liable for any financial transactions entered into by the Developer in respect of the residential units falling to its share by way of collecting advance sale consideration etc. It is specifically agreed that the Developer shall not be entitled to convey (part with title) the said flat/undivided share of land to any prospective purchaser till the receipt of permit for construction. Any booking/agreement of sale entered into with prospective purchasers shall remain provisional till obtaining permit for construction and any amounts received from such prospective purchasers shall be fully refundable.
- 4. The Owners hereby confirm that they have no objection to transfer of all rights, title and interest in the MOU executed with Developer no. 1 in favour of Developer no. 2. The Owners shall execute a Joint Development Agreement cum GPA in favour of Developer no. 2 after payment of the necessary fees and charges to GHMC for obtaining permit for construction.

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SCHEDULE OF THE LAND

All that portion of the land area to the extent of Ac. 5-30 gts., in Sy. No. 49 situated at Yapral Village, Malkajgiri Mandal, R. R. District under S.R.O. Vallabh Nagar and bounded by:

NORTH

HUDA Approved Layout

SOUTH

Balance Portion of Land in Sy. No. 49

EAST

Water Body

WEST

100 ft Wide Road

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

WITNESSE

Owner No. 3: Ritesh Kumar

Owner No. 5: M. Ramgopal

Owner No. 7: M. Krishna

Owner No. 9: L. Santosh Rao Represented by GPA Holder

Owner No. 2: Smt. Damayanthi

M. Reuka-Owner No. 6: Smt Renuka

Owner No. 8: K.V. Pavan Kumar

Owner No. 10: D. Sridhar Represented by GPA Holder

For GREENWOOD BUILDERS

Anand Mehta

Soham Modi

Partner / Authorised Representative

For GREENWOOD LAKESIDE (HYDERABAD) LLP

Anand Mehta

Soham Modi

Partners / Authorised Representatives

Annexure B Deatils of allotment of flats between Developer and Owners - Block A

S.No	Block No	Flat No	ſype	Floor	Super built-up area	Undivided share of land	Owners share - area in sft	Developerss share - area in sft
	A	1	B2	G	2,060	105.27	- 8	2,060
	A	$\frac{1}{2}$	$\frac{B2}{A2}$	G	1,660	84.83	1,660	2,000
	A		A2	G	1,660	84.83	1,000	1,660
	A		A2	G	1,660	84.83		1,660
	A		A2	G	1,660	84.83	1,660	1,000
	A		A2	G	1,660	84.83	-	1,660
	A ·		A2	G	1,660	84.83	_	1,660
	A		A2	G	1,660	84.83	1,660	- 1,000
	A		A2	G	1,660	84.83	- 1,000	1,660
	A		B4	G	2,060	105.27	:- :-	2,060
11	in a contract of		B3	G	2,060	105.27	:	2,060
12			A1	G	1,660	84.83		1,660
		a de la companya de l				84.83		
13			A1	G	1,660		1 660	1,660
14			A1	G	1,660	84.83	1,660	
15				G	1,660	84.83	- -	1,660
16			A1	G	1,660	84.83	1.660	1,660
17	d			G	1,660	84.83	1,660	
18	<u> </u>		A1	G	1,660	84.83	-	1,660
19	ļ		A1	G	1,660	84.83	-	1,660
20		20		G	2,060	105.27	-	2,060
21		101		I	2,060	105.27	-	2,060
22		102		I	1,660	84.83	-	1,660
23	_	103	and the second of the second of	I	1,660	84.83	1,660	-
	Α	104		I	1,660	84.83	-	1,660
	A	105		I	1,660	84.83	-	1,660
26	Α	106	A2	I	1,660	84.83	1,660	<u>-</u>
27	ļ	107		I	1,660	84.83	-	1,660
28	A	108	A2	I	1,660	84.83	-	1,660
29	Α	109	A2	I	1,660	84.83	1,660	-
30	A	110	B4	I	2,060	105.27	2,060	-
31	A	111	В3	I	2,060	105.27	-	2,060
32	A	112	A1	I	1,660	84.83	1,660	-
. 33	A	113	A1	I	1,660	84.83	_	1,660
34	A	114	A1	I	1,660	84.83	_	1,660
35	A	115	A1	I	1,660	84.83	1,660	-
36	A	116		I	1,660	84.83	- · · · · · · · · · · · · · · · · · · ·	1,660
37	A	117		I	1,660	84.83	- -	1,660
	Α	118		I	1,660	84.83	1,660	, ·
39		119		I	1,660	84.83	, , , , , , , , , , , , , , , , , , ,	1,660
	A	120		I	2,060	105.27	2,060	
	A	201		$\prod_{\mathbf{I}}$	2,060	105.27	_,000	2,060
	A	202		II	1,660	8 4.83	-	1,660
w/s	Zamennis i i v v	G.Denc			ge 1 of 3	4	On film	,
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For Greenwood Lake Side (Hyderabad) LLP

Annexure B Deatils of allotment of flats between Developer and Owners - Block A

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-	43	 	203		II II		1,660	84.83	-	1,660
	. 44		204	ļ	II		1,660	84.83	1,660	<u></u>
	45	4.,	205		II		1,660	84.83	_	1,660
	46		206		II		1,660	84.83	-	1,660
	47	Α	207	A2	II		1,660	84.83	1,660	
	48	Α	208		II		1,660	84.83	-	1,660
	49	A	209	A2	II		1,660	84.83	_	1,660
	50	A	210	B4	II	į	2,060	105.27	_	2,060
	51	A	211	В3	II	:	2,060	105.27	2,060	-
	52	A	212	A1	II		1,660	84.83	_	1,660
	53	A	213	A1	Π	1	1,660	84.83	1,660	-
	54	A	214	A1	Π		1,660	84.83	-	1,660
	55	A	215	A1	II		1,660	84.83	-	1,660
	56	A	216	A1	II		1,660	84.83	1,660	
	57	Α	217	A1	II	:	1,660	84.83	-	1,660
-	58		218		II		1,660	84.83	-	1,660
	59		219		П		1,660	84.83	1,660	-
	60	<u> </u>	220		II		2,060	105.27		2,060
	61	A	301		III		2,060	105.27	2,060	´
	62		302		III		1,660	84.83	1,660	
	63	<u> </u>	303		III	1	1,660	84.83	_	1,660
-	64	ļ	304		III		1,660	84.83	-	1,660
	65	A	305		III		1,660	84.83	1,660	
1.	66	i	306		III		1,660	84.83	_	1,660
	67	ķ	307		III		1,660	84.83	_	1,660
	68		308		III		1,660	84.83	1,660	- 1,000
-	69		309		III		1,660	84.83	-	1,660
-	70	<u> </u>	310		III		2,060	105.27	_	2,060
	71		311		Ш		2,060	105.27	· ·	2,060
-	72	A	312		III		1,660	84.83		1,660
-	73	A	313				1,660	84.83	_	1,660
-	74		314				1,660	84.83	1,660	1,000
-	75		315		III	-	1,660	84.83	1,000	1 660
-									-	1,660
-		A	316		III		1,660	84.83	1 ((0	1,660
	77	A	317		Ш		1,660	84.83	1,660	1 (()
	78 70		318		Ш		1,660	84.83		1,660
-	79		319		III		1,660	84.83	-	1,660
	80		320		III		2,060	105.27	_	2,060
-	81	Α		B2	IV		2,060	105.27	-	2,060
	82	A	402		IV		1,660	84.83	1 660	1,660
-	83		403		IV		1,660	84.83	1,660	
-	84	A	404		IV		1,660	84.83		1,660
	85		405		IV		1,660	84.83	! !	1,660
-	86	A	406		IV		1,660	84.83	1,660	-
	. 87	A	407		IV		1,660	84.83	-	1,660
	88		408		IV		1,660	84.83	-	1,660
1	89		409	· · · · · · · · · · · · · · · · · · ·	IV		1,660	84.83	1,660	-
	90	A	410	<u>B4</u>	IV		2,060	105.27	2,060	
						A	\sim		12 M	

For Greenwood Lake Side (Hyderabad) Lit

 $\begin{tabular}{ll} Annexure B\\ Deatils of all otment of flats between Developer and Owners - Block A\\ \end{tabular}$

91	A	411	В3	IV	2,060	105.27	-	2,060
92	A	412	A1	IV	1,660	84.83	1,660	_
93	Α	413	A1	IV	1,660	84.83	-	1,660
94	A	414	A1	IV	1,660	84.83	-	1,660
95	A	415	A1	IV	1,660	84.83	1,660	_
96	A	416	A1	IV	1,660	84.83	-	1,660
97	A	417	A1	IV	1,660	84.83	-	1,660
98	A	418	A1	IV	1,660	84.83	1,660	-
. 99	A	419	A1	IV	1,660	84.83	-	1,660
100	Α	420	B1	IV	2,060	105.27	2,060	-
Total							57,180	116,820

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