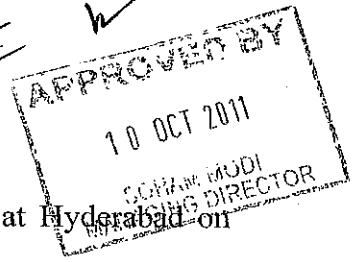


*draft*

**MEMORANDUM OF UNDERSTANDING**



This **Memorandum of Understanding** is made and executed at Hyderabad on this the \_\_\_\_ day of October 2011 by and between

1. **Shri. Kantamaneni Venkata Rao** S/o. K. Gopal Rao aged 54 years
2. **Mrs. K. Jotirmayee**, W/o. K. Venkata Rao, aged 43 years

both residents of Flat No. 105. Shiv Kailash Apartments, Yellareddy Guda, Ameerpet, Hyderabad.

Herein after called the parties of the first part which term shall include their heirs legal representatives successors and assignees.

**A N D**

**M/s. Mehta & Modi Homes** a registered 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 Managing Partners Mr. Soham Modi, S/o. Shri Sathish Modi, and Mr. Suresh U Mehta, S/o. Late Shri Uttamlal Mehta.

Hereinafter called the party of the 2nd part which term shall include its successors in office, administrators, executors/nominees/assignees etc.,

1. The parties of the first part had approached the party of the 2<sup>nd</sup> part for the purchase of plot of land admeasuring 272 Sq. yds. In the venture developed by the party of the 2<sup>nd</sup> part situated at Sy.No.291, Cherlapally Village. Ghatkesar Mandal, R.R.Dist., for valuable consideration. Accordingly a sale deed was executed by the party of the 2<sup>nd</sup> part for the plot. The Sale deed was registered vide Regd. No. 4521/07 in SRO, Uppa.. Alongwith this sale deed an agreement for construction was also entered into between the parties for a construction of Villa in the above said plot.

2. The parties agreed upon the schedule of payment which has to be made by the parties of the 1<sup>st</sup> part in favor of the party of the 2<sup>nd</sup> part. The parties of the 1<sup>st</sup> part were unable to make the payments on time and as such the party of the 2<sup>nd</sup> part has charged interest. The parties of the 1<sup>st</sup> part had made a total payment of Rs. 40,88,939/- as on 02.01.2010 out of the total cost of the land and the construction i.e., Rs. 42,72,000/. . The parties of the 1<sup>st</sup> part are due an amount of Rs. 11,33,820/- towards balance sale consideration, interest, service tax, stamp duty, registration charges, VAT, maintenance charges and Charges for additions and alterations etc., as on 15.10.2011. The parties of the 1<sup>st</sup> part has informed the party of the 2<sup>nd</sup> part that they are unable to make the balance payment towards the land and building and other above said amounts. Further the parties of the 1<sup>st</sup> part had requested the party of the 2<sup>nd</sup> part to dispose of the bungalow on plot No. 231 and recover the dues receivable by the party of the 2<sup>nd</sup> part from the parties of the 1<sup>st</sup> part.

~~Not a clause to the Memorandum of Understanding~~

Now this Memorandum of Understanding witnesseth as follows:

1. The party of the 2<sup>nd</sup> part shall take all necessary steps for the sale of the bungalow/villa on plot No.231. It shall try to get the best rate possible for the bungalow/villa (not less than Rs.45 lakhs).
2. The party of the 2<sup>nd</sup> part shall receive the full sale consideration from the prospective purchasers and arrange for the execution of sale deed by the party the 1<sup>st</sup> part.

3. The party of the 2<sup>nd</sup> part is hereby authorize to retain the amount which is payable by the parties of the 1<sup>st</sup> part to the party of the 2<sup>nd</sup> part. The balance of the sale consideration would be given to the parties of the 1<sup>st</sup> part. In calculating the final outstanding , the parties of the 2<sup>nd</sup> part shall be entitled to charge interest @ 18% p.a on the amount due from the date of arrears till 15<sup>th</sup> of October 2011.
4. The parties of the 1<sup>st</sup> part shall execute all the necessary documents for transferring the rights in the property to the prospective purchaser. The parties of the 1<sup>st</sup> part may also identify the prospective purchaser but all the transaction shall be done only through the party of the 2<sup>nc</sup> part.
5. All the expenses that may be incurred by the party of the 2<sup>nd</sup> part shall be recoverable from the sale proceeds that would be received from the prospective buyer.

Parties of the 1<sup>st</sup> part:

1

2

Party of the 2<sup>nd</sup> part:

1

2

## Interest calculation for delayed payments.

Project Name Mehta & Modi Homes  
 Flat / Plot no. B - 231  
 Customer Name Mr.K.Venkat Rao  
 Booked by Swetha  
 Prepared by G.Jagdish  
 Date 9-Sep-2011  
 Sign  
 Interest rate 18 % p.a.

| Date      | Installment/<br>Payment | Remarks               | Days | Principal | Interest | Balance   |
|-----------|-------------------------|-----------------------|------|-----------|----------|-----------|
| 22-Nov-06 | 25,000.00               | Booking Amount        | -    | -         | -        | 25,000    |
| 22-Nov-06 | (25,000.00)             | Payment Received      | -    | 25,000    | -        | -         |
| 13-Dec-06 | 200,000.00              | 1st Installment       | 21   | -         | -        | 200,000   |
| 28-Dec-06 | 417,000.00              | 2nd Installment       | 15   | 200,000   | 1,479    | 617,000   |
| 03-Jan-07 | (250,000.00)            | Payment Received      | 6    | 617,000   | 1,826    | 367,000   |
| 13-Jan-07 | 2,178,000.00            | 3rd Installment       | 10   | 367,000   | 1,810    | 2,545,000 |
| 24-Feb-07 | (250,000.00)            | Payment Received      | 42   | 2,545,000 | 52,713   | 2,295,000 |
| 10-Apr-07 | (1,400,000.00)          | Payment Received      | 45   | 2,295,000 | 50,930   | 895,000   |
| 25-Apr-07 | 15,365.00               | Reg Exp               | 15   | 895,000   | 6,621    | 910,365   |
| 25-Apr-07 | 50,960.00               | Reg Exp               | -    | 910,365   | -        | 961,325   |
| 25-Apr-07 | 1,000.00                | Misc Exp              | -    | 961,325   | -        | 962,325   |
| 25-Apr-07 | 200.00                  | E.C Exp               | -    | 962,325   | -        | 962,525   |
| 25-Apr-07 | 2,000.00                | Doc Exp               | -    | 962,525   | -        | 964,525   |
| 01-Oct-07 | 42,720.00               | Vat                   | 159  | 964,525   | 75,629   | 1,007,245 |
| 13-Oct-07 | 545,000.00              | Footing               | 12   | 1,007,245 | 5,961    | 1,552,245 |
| 05-Nov-07 | (1,100,000.00)          | Payment Received      | 23   | 1,552,245 | 17,606   | 452,245   |
| 16-Jan-08 | (165,000.00)            | Payment Received      | 72   | 452,245   | 16,058   | 287,245   |
| 21-Jan-08 | (175,000.00)            | Payment Received      | 5    | 287,245   | 708      | 112,245   |
| 12-Feb-08 | 907,000.00              | Compl of construction | 22   | 112,245   | 1,218    | 1,019,245 |
| 08-Sep-08 | (150,000.00)            | Payment Received      | 209  | 1,019,245 | 105,052  | 869,245   |
| 14-Sep-08 | (150,000.00)            | Payment Received      | 6    | 869,245   | 2,572    | 719,245   |
| 14-Mar-09 | (5,718.00)              | Payment Received      | 181  | 719,245   | 64,200   | 713,527   |
| 14-Mar-09 | (10,917.00)             | Payment Received      | -    | 713,527   | -        | 702,610   |
| 14-Mar-09 | (6,864.00)              | Payment Received      | -    | 702,610   | -        | 695,746   |
| 19-Mar-09 | 165.00                  | Electricity Charges   | 5    | 695,746   | 1,716    | 695,911   |
| 19-Mar-09 | 498.00                  | Electricity Charges   | -    | 695,911   | -        | 696,409   |
| 20-Apr-09 | 165.00                  | Electricity Charges   | 32   | 696,409   | 10,990   | 696,574   |
| 20-Apr-09 | 2,000.00                | Legal Exp             | -    | 696,574   | -        | 698,574   |
| 26-Apr-09 | 10,000.00               | Legal Exp             | 6    | 698,574   | 2,067    | 708,574   |
| 26-Apr-09 | 2,000.00                | Legal Exp             | -    | 708,574   | -        | 710,574   |
| 22-May-09 | 165.00                  | Electricity Charges   | 26   | 710,574   | 9,111    | 710,739   |
| 18-Jun-09 | 105.00                  | Electricity Charges   | 27   | 710,739   | 9,464    | 710,844   |
| 07-Jul-09 | 200.00                  | Legal Exp             | 19   | 710,844   | 6,661    | 711,044   |
| 16-Jul-09 | 165.00                  | Electricity Charges   | 9    | 711,044   | 3,156    | 711,209   |
| 15-Aug-09 | 165.00                  | Electricity Charges   | 30   | 711,209   | 10,522   | 711,374   |
| 17-Aug-09 | (235,000.00)            | Payment Received      | 2    | 711,374   | 702      | 476,374   |
| 19-Aug-09 | (10,710.00)             | Payment Received      | 2    | 476,374   | 470      | 465,664   |
| 19-Sep-09 | 165.00                  | Electricity Charges   | 31   | 465,664   | 7,119    | 465,829   |
| 24-Oct-09 | 165.00                  | Electricity Charges   | 35   | 465,829   | 8,040    | 465,994   |
| 14-Nov-09 | 165.00                  | Electricity Charges   | 21   | 465,994   | 4,826    | 466,159   |
| 18-Nov-09 | (10,000.00)             | Payment Received      | 4    | 466,159   | 920      | 456,159   |
| 18-Nov-09 | (10,000.00)             | Payment Received      | -    | 456,159   | -        | 446,159   |
| 21-Nov-09 | (10,000.00)             | Payment Received      | 3    | 446,159   | 660      | 436,159   |
| 25-Nov-09 | (10,000.00)             | Payment Received      | 4    | 436,159   | 860      | 426,159   |
| 30-Nov-09 | (10,000.00)             | Payment Received      | 5    | 426,159   | 1,051    | 416,159   |

|           |              |                     |     |         |                              |                |
|-----------|--------------|---------------------|-----|---------|------------------------------|----------------|
| 01-Dec-09 | (10,000.00)  | Payment Received    | 1   | 416,159 | 205                          | 406,159        |
| 05-Dec-09 | (10,000.00)  | Payment Received    | 4   | 406,159 | 801                          | 396,159        |
| 05-Dec-09 | (10,000.00)  | Payment Received    | -   | 396,159 | -                            | 386,159        |
| 12-Dec-09 | 168.00       | Electricity Charges | 7   | 386,159 | 1,333                        | 386,327        |
| 12-Dec-09 | (10,000.00)  | Payment Received    | -   | 386,327 | -                            | 376,327        |
| 19-Dec-09 | (10,000.00)  | Payment Received    | 7   | 376,327 | 1,299                        | 366,327        |
| 22-Dec-09 | (10,000.00)  | Payment Received    | 3   | 366,327 | 542                          | 356,327        |
| 22-Dec-09 | (10,000.00)  | Payment Received    | -   | 356,327 | -                            | 346,327        |
| 26-Dec-09 | (10,000.00)  | Payment Received    | 4   | 346,327 | 683                          | 336,327        |
| 28-Dec-09 | (10,706.00)  | Payment Received    | 2   | 336,327 | 332                          | 325,621        |
| 02-Jan-10 | (14,024.00)  | Payment Received    | 5   | 325,621 | 803                          | 311,597        |
| 16-Jan-10 | 165.00       | Electricity Charges | 14  | 311,597 | 2,151                        | 311,762        |
| 15-Feb-10 | 165.00       | Electricity Charges | 30  | 311,762 | 4,612                        | 311,927        |
| 13-Mar-10 | 165.00       | Electricity Charges | 26  | 311,927 | 4,000                        | 312,092        |
| 09-Sep-11 | (312,092.00) | Payment Received    | 545 | 312,092 | 83,880                       | -              |
|           |              |                     |     |         | <b>Approx Interest Payab</b> | <b>583,357</b> |

Note:  
Column A, B & C: Enter Installments & payments received  
Column B: Enter receivables as positive amounts & payments received as negative amounts.  
Columns D to G: Do not change.  
Sort columns A, B & C in ascending order.  
Calculate sum of Installments / Payments & Interest

- 1) Account Part → 312,092
- 2) Extra Specs → 59,982
- 3) Maint Sep 08 til date → 27,600
- 4) Service tax → 145,248.
- 5) Interest → 58,335.7

1128,279

✓  
**APPROVED**  
-9 SEP 2011  
SUNIL K. S.  
MANAGING PARTNER