




తెలంగాణ తెలంగాణ TELANGANA

S.No. 10577 Date:24-05-2018

Sold to: RAMESH

S/o. Late NARASING RAO

For Whom: M/s. MODI REALITY POCHARAM LLP.

 N 187952

K.SATISH KUMAR
LICENSED STAMP VENDOR
LIC No.16-05-059/2012,
R.No.16-05-025/2018
Plot No.227, Opp.Back Gate
of City Civil Court,
West Marredpally, Sec'bad.
Mobile: 9849355156

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed on this 24th day of May, 2018 by and between:

Shri. Sriramoju Sambeshwar Rao, S/o. Shri S. Ramabrahmam, aged 55 years, Occupation: Business, R/o. Flat no. 601, 6th Floor in Gharonda Mahima Apartments, situated at Padmaraonagar, Sec₂derabad – 500 025, Telangana.

Hereinafter referred to as the Owners.

AND

M/s. Modi Realty Pocharam LLP, a limited liability partnership firm having its office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003 and represented by its Managing Partner, M/s. Modi Properties Pvt. Ltd., represented by its Managing Director Mr. Soham Modi, S/o. Late Satish Modi, aged about 48 years, Occupation Business

Hereinafter 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. Whereas Mettu Ashaiah (alias Ashi Reddy), S/o. Ramaiah was the original owner of land admeasuring Ac. 15-03 gts., being Sy. No. 27 of Pocharam Village, Ghatkesar Mandal, Medchal District. His name is duly recorded in the pahanis since 1960s. He was survived by his 4 sons and legal heirs namely M. Yadi Reddy, M. Yella Reddy, M. Ram Reddy and M. Anji Reddy. Patta passbooks as per details given below were issued in their names and their names are also recorded in the pahanis.

Sl. No	Pattedar,	Patta No	pass book no.,	Title book no	Extent of land in Sy. No. 27
1.	Mettu Yadi Reddy	136	113528	28571	Ac. 3-30 gts.
2.	Mettu Yella Reddy	135			Ac. 3-30 gts.
3.	Mettu Ram Reddy	138	113529	28572	Ac. 3-30 gts.
4.	Mettu Anji Reddy	2	118149	176501	Ac. 3-30 gts.

- B. M. Anji Reddy during his life time sold Ac. 0-34 gts., in Sy. No. 27, of Pocharam Village to Smt.M. Lavanya by way of sale deed bearing no. 2333/01 dated 25.05.2001 registered at SRO Ghatkesar. M. Ram Reddy during his life time sold Ac. 0-34 gts., in Sy. No. 27, of Pocharam Village to Smt. A. Srimati by way of sale deed bearing no. 2332/01 dated 25.05.2001 registered at SRO Ghatkesar. The names of M. Lavanya and A. Srimati were mutated in the revenue records by way of mutation orders no. B/8327/2001 and B/8329/2001 both dated 20.12.2011 respectively. Patta passbooks were issued to them as per the details given below.

Sl. No	Pattedar,	Patta No	pass book no	Title book no	Extent of land in Sy. No. 27
1.	Lavanya	238	398918	246547	Ac. 0-34 gts.
2.	Srimathi	239		246548	Ac. 0-34 gts.

- C. Smt. M. Lavanya and Smt A. Srimati inturn sold the land owned by them i.e., Ac. 1-28 gts., forming a part Sy. No. 27, Pocharam Village, Ghatkesar Mandal, Medchal District (hereinafter referred to as the Scheduled Land A and described in detail in the schedule given under) to the Owners herein along with 18 other co-owners by way of registered sale deed bearing no. 12451/06, dated 07.08.2006, registered at Ghatkesar. The owners of Scheduled Land A are hereinafter referred to as Other Co-owners.
- D. Shri M.Yadi Reddy during his life time sold part of the land owned by him i.e., Ac. 0-31.50 gts., forming a part Sy. No. 27, Pocharam Village, Ghatkesar Mandal, Medchal District (hereinafter referred to as the Scheduled Land B and described in detail in the schedule given under) to the Owners herein by way of registered sale deed bearing no. 12620/06, dated 09.09.2006, registered at Ghatkesar.
- E. The Scheduled Land A and Scheduled Land B combined together are hereinafter referred to Scheduled Land C and more fully described in detail in the schedule given here under.
- F. Whereas the Owners herein have entered into two Development Agreement cum General Power of Attorney registered as document nos. 21762/06 and 6531/07 dated 02.12.2006 & 18.06.2007 at SRO Shamirpet with M/s. Gharonda Builders and Developers, a partnership firm, for development of Scheduled Land C into an apartment complex consisting of two basements, stilt floor and 9 upper floors. However, M/s. Gharonda Builders and Developer failed to fulfill its obligations under the said Development Agreements. Accordingly, the Owners and M/s. Gharonda Builders and Developers amicably agreed to cancel the two Development Agreements and two Deed of Revocation of Development Agreement cum General Power of Attorney were registered as document nos. 2688/2015 and 300/2016 dated 05.08.2015 & 18.01.2016 at the SRO Shamirpet. As per the terms of the said Revocation Deeds M/s. Gharonda Builders and Developers relinquished all their right, title and interest under the said Development Agreements and on the Scheduled Land B. However, the Owners have agreed to compensate M/s. Gharonda Builders and Developers as per clause no.6 of the Revocation Deeds. The operative part of the said clause is 'The Landowner shall, at the time of sale of the Scheduled Property arrange to negotiate, collect/recover compensation towards the costs so incurred by the Developer and make payment of the sum so collected to the Developer'.



- G. The Owners have expressed interest in developing Scheduled Land B by constructing residential Flat(s)/apartments along with common amenities like clubhouse, roads, drains, water & electricity supply, landscaping, gates, children's park, compound wall, sports & recreational facilities, etc.
- H. The Owners do not have adequate expertise and experience in taking up the housing project on their own and have been scouting for an entrepreneur who has the requisite resources and expertise.
- I. The Developer is in the business as real estate developers and managers and the Owners have approached the Developer for purposes of taking up the development of the Scheduled Land B.
- J. The Developer has agreed to take on development the Scheduled Land B as proposed by the Owners. The Developer intends to develop the Scheduled Land B by constructing residential Flat(s) along with certain common amenities.
- K. The parties hereto are desirous of recording the understanding reached amongst them with regard to the development of the Scheduled Land B 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 B and the Owners hereby irrevocably authorize, appoint, nominate and empowers the Developer to undertake the development of Ac. 1-28 gts., forming a part of Sy. No. 27 of Pocharam Village, Ghatkesar Mandal, Medchal District., being the Scheduled Land B, 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. A highrise building of 10 floors shall be constructed to maximize the salable area.
 - b. Parking shall be provided in basement / stilt floors. Atleast one car parking shall be provided for each Flat(s).
 - c. A clubhouse of admeasuring about 3% of the total built-up area shall be constructed on the Scheduled Land B with facilities like banquet hall, gym, recreation room, swimming pool, etc.
 - d. Flat(s) will be sold to prospective customers wherein the customer will become the absolute owner of his/her Flat(s) along with car parking and undivided share in the Scheduled Land B. The Flat(s) along with car parking and undivided share of land is herein after referred to as Flat(s).
 - e. Most flats proposed to be constructed having an super built-up area of about 1,350 sft.
 - f. 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 B.
 - g. Such common amenities and clubhouse shall be enjoyed as common amenities by the prospective purchasers of the Flat(s) and shall hereinafter be referred to as Common Amenities.
 - h. The entire development with Flat(s) and Common Amenities shall hereinafter be referred to as the Housing Project.
 - i. The Owners/Developers/prospective purchasers shall not be entitled to make any additions or alterations that may change the external appearance of the Flat(s) or building blocks. This restriction shall apply for a period of 15 years from handing over possession of the completed Flat(s). Thereafter, the Association in-charge of maintenance of the housing project shall govern any such proposed changes.
3. The Owners agree and affirm that they have understood the scheme of development of the Housing Project on the Scheduled Land B 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 construction of Flat(s) and 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 Flat(s), 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 30 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 to 90 days of the Owners approval.
6. In consideration of the aforesaid premises and in consideration of the Developer agreeing to develop the Scheduled Land B into a Housing Project by developing Flat(s) and Common Amenities for the Owners, 36% (thirty six percentage only) of the total Flat(s) 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 64 % (sixty four percentage only) of the total Flat(s) in the Housing Project on the Scheduled Land B in favour of the Developer and /or its nominees.
7. The consideration payable by the Developer to the Owners for sale and transfer of 64% of Flat(s) in the Scheduled Land B pertaining to 64% of the total Flat(s) proposed to be developed/constructed is by way of development/construction and delivery of 36% of the total Flat(s) proposed to be constructed in the housing project by the Developer or its agent on the Schedule Land B 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 36% share of the Flat(s) 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 64% of Flat(s) in the Scheduled Land B pertaining to 64% of the total Flat(s) proposed to be developed/constructed.
8. The Developer's right to get 64% of Flat(s) in the Scheduled Land B conveyed to itself and/or its nominees, which is the consideration for its obligation to develop/construct and deliver to the Owners 36% of Flat(s) on the Schedule Land B are valued equally.
9. The Owners and Other Co-owners shall be collectively and together entitled to 36% of the total Flat(s) in the Housing Project on the Scheduled Land B. The Flat(s) falling to the share of Co-owners shall further be divided between them. That the apportionment amongst Owners and Co-owners of the Flat(s) 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 Flat(s) for whatever reason.
10. The Developer shall be entitled to the remaining 64% of Flat(s) in the Housing Project on the Scheduled Land B.
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 Flat(s) to be delivered to the Owners and the standard Flat(s) 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 Flat(s) and all the Common Amenities and to use the Common Amenities in the Housing Project to be constructed on the Scheduled Land B, 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 Flat(s) shall keep and maintain the flat 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.

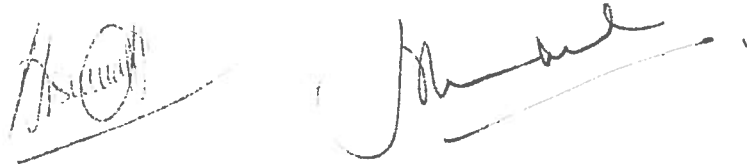


- b. That all owners/tenants/users of Flat(s) shall further endeavor and assist in good up-keep and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / purchasers in the Housing Project. To achieve this objective the owners/tenants/users of Flat(s), inter-alia shall not
- i. throw dirt, rubbish etc. in any open place, compound, road, etc. not meant for the same;
 - ii. use the Flat for any illegal, immoral, commercial & business purposes;
 - iii. use the Flat 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 Flat(s);
 - vii. install cloths drying stands or other such devices on the external side of the Flat(s);
 - 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.
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 Flat(s) so as to ensure that all the Flat(s) owners, whether falling within the Owners share of Flat(s) or the Developer's share of Flat(s), 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 Flat(s) 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 Flat(s) 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 Flat(s) along with their respective undivided share, right, title and interest in the Scheduled Land B 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 Flat(s) allotted to the other party under this understanding.
16. That the Developer shall construct the Flat(s) as per specifications given in Annexure - I. The cost of any alteration/additions made to the Flat(s) 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 amounting to about Rs. 60,000/- per Flat, subject to change from time to time, 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 Flat(s) allotted to them. As a marketing strategy, from time to time, special offers will be made which may include providing of modular kitchen, furniture, soft furnishings, false ceiling, air-conditioners, etc., free of cost to prospective buyers. The cost of providing such furnitures and fixtures shall be borne by the Owners for their share of Flat(s).
17. 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. All such taxes shall be a charged on the Owner's share of Flat(s).

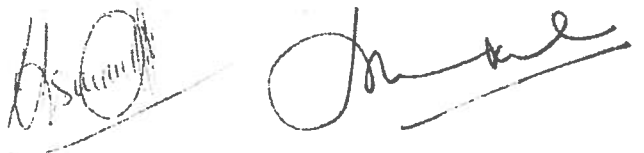


18. The Owners hereby confirms that their right, title and interest to and in the Scheduled Land B are good, clear, marketable and that the Scheduled Land B is not subject to any encumbrance, lien, mortgages, charges, restrictive covenants, statutory dues, court attachments, acquisitions and/or requisition 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.
19. That it is agreed to name the housing project as "Nilgiri Heights". The name may be changed before start of the project only on mutual agreement.
20. That for the purposes of commencement of the development under this understanding, the Owners hereby agree to let the Developer enter the Scheduled Land B, excavate and start the development work and to do and perform all necessary acts on obtaining sanction from GHMC /HMDA and other concerned authorities for construction. The Owners shall deliver the constructive and actual position of the Scheduled Land B progressively as and when the Developer delivers the constructed area to the Owners.
21. That the Developer shall be responsible for obtaining necessary sanction from GHMC/HMDA 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 GHMC/HMDA with the further grace period of 3 months
22. That the Owner shall be responsible for payment of all such charges, levies, taxes, transfer fees, regularization fee, conversion fee, etc., of whatsoever nature that may be leviable or payable either on this date of 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.
- 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 21 above.
 - For regularization of usage of Scheduled Land B for the development envisaged under this understanding.
 - For more perfecting and protecting the title to the Scheduled Land B so as to convert the Scheduled Land B from leasehold to freehold, declaring the Scheduled Land B as non-agricultural land, declaring the Scheduled Land B as not a surplus land and such other acts which ensures the absolute ownership to the Scheduled Land B 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.
 - 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.
23. That a detailed plan showing identification and division of their respective share of Flat(s) in the ratio of 64:36 amongst the Developer and the Owners respectively shall be made after obtaining sanction / permission from GHMC 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 Flat(s) as per the above ratio. It is further agreed that the division of Flat(s) shall be made in such a manner that the Developer and Owners get equitable share in the Flat(s) as per the above ratio in each of the following:
- Number of Flat(s).
 - The aggregate Super built-up area of the Flat(s).
 - Flat(s) of different kinds considering corner and middle Flat(s), types of the Flat(s), areas of the Flat(s), east and west facing Flat(s), floors, etc.
 - No. of car parkings.
- The Owners share of Flat(s) shall be further sub-divided amongst themselves in the sharing ratio given in clause F above equitably.

24. It is clarified that built-up area of each Flat shall mean the area of the flat covered by external walls on all four sides including wall thickness, balconies, ducts. The super built-up area of each flat shall be the built-up area plus the proportionate area of common passages, lifts, lobbies, fire ducts, electrical ducts, headroom, lift room, electrical room, clubhouse, etc. Typically 1,000 sft of super built-up area would include 800 sft of built-up area plus 200 sft of common areas. Super built-up area would exclude parking areas. Sales shall be made on super built-up area.
25. That on obtaining demand for payment of fees and charges from GHMC/HMDA or the relevant authority for the necessary sanctions and permissions, 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 Flat(s) proposed to be developed/constructed on the Schedule Land together with Common Amenities to be distributed between them in terms of this understanding.
26. That on obtaining demand for payment of fees and charges from GHMC/HMDA or the relevant authority for the necessary sanctions and permissions, 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 Flat(s) falling to the share of the Developer, so as to enable the Developer to sell their share of the Flat(s) 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 in full. It is further agreed that the Owners can sell their share of Flat(s) to any intending purchaser without any further reference to each other or the Developer.
27. It is agreed by the parties herein that the Developer shall be required to pay the necessary fees and charges to GHMC/HMDA or the relevant authority for the necessary sanctions and permissions to construct the proposed Housing Project only after execution of registered agreements/GPAs/JDAs as given in clause 25 & 26 above. It is further agreed that the Developer shall be entitled to obtain loans/limits, on its share of flats, for the purposes of developing the proposed Housing Project including payment of fees and charges, working capital, etc. For the said purpose the Developer cannot encumber or create charge of whatsoever nature on the flats falling to the share of the Owners.
28. The Developer and the Owners during the progress of construction work shall be entitled to offer their respective Flat(s) 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 Flat(s) during the time of construction or after the completion of the said Flat(s) 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 Flat(s) any time during the course of the project or after completion of the project without any further intimation or approval from each other.
29. On the basis of this understanding, the Developer will be entering into agreements with various parties for sale of Flat(s) together with undivided share, right, title and interest in the Scheduled Land B 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.
30. The Developer shall be entitled to erect boards, in the Scheduled Land B advertising for sale and disposal of the Flat(s) in the Scheduled Land B 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.



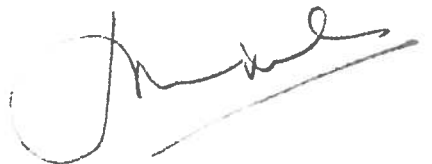

31. The Owners shall not be liable for any financial transactions/loans made/taken by the Developer in respect of the Flat(s) falling to its share by way of collecting advance sale consideration etc., and likewise the Developer shall not be liable in respect of any financial transactions/loans made/taken by the Owner in respect of Flat(s) falling to its share.
32. That it is agreed by the parties hereto that while the Scheduled Land B 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.
33. 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 Flat(s) without any exclusive right for any party.
34. 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 Flat(s) 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 Flat(s) 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.
35. That the Developer hereby undertake and agree to construct the Flat(s) and deliver to Owners their share of Flat(s) within 42 months from the date of receipt of sanction / permission for construction from appropriate authorities. The Developer proposes to divide the Housing Complex into 3 blocks namely block A, block B and block C. The Developer proposes to complete the construction of block A within 24 months from receipt of permit for construction and other blocks in 33 and 42 months respectively, subject to 6 months grace period. 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 agree 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. 7/- per sft for every month of delay, for the area of each flat that has not been handed over to the Owners. In the unlikely event of the Developer not being able to complete construction of all the Flat(s) falling to the share of the Owners, after a period of 48 months from the date of building permit, then the parties herein agree that the Developer shall in lieu of Flat(s) to be given to the Owners provide fully constructed Flat(s), that have not been sold, of equivalent size, from its share to the Owners. However, such an exchange / swap shall be on mutually agreed terms.
36. It is agreed by the Owners and the Developers that the construction and handover of the Owners share of Flat(s) 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 Flat(s).



37. That the Owners, from the date of receipt of possession or from the deemed date of handover of their agreed Flat(s) shall be responsible for payment of all taxes, levies, rates, water & electricity charges etc., in respect of such Flat(s).
38. That the Developer shall raise and spend all monies required for men and material for the construction of the Flat(s) and Common Amenities on the Scheduled Land B.
39. That the Developer will provide the requisites amenities to all the Flat(s) such as water, electricity, drainage connections, electric transformers, meters, etc.
40. 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 Flat(s) 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 Flat(s) shall be borne by the Owners exclusively.
41. That the parties hereto agree to do and perform all and such acts and deeds that are required to more fully effectuate the transactions entered into herein and to make secure the title of the other party and their respective successors in interest. The Developer and Owners agree to join together, if required, in execution of sale deeds in favour of the purchasers of Flat(s).
42. That the Owners shall provide/make available all necessary documents (originals) pertaining to the title to the Scheduled Land B in order to enable the prospective purchasers to obtain loans from financial institutions, banks, etc.
43. The developer shall be entitled to obtain loans from banks and finance companies for the purpose of developing the Housing Project. Such loans may be used for financing cost of building permit, working capital, etc. the Developer shall be entitled to offer its share of Flat(s) to such financiers as security. The Owners shall not object to the same and shall provide NOC to such financiers for the said purpose as and when requested for by the Developer.
44. The Owners has agreed to execute a 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, within 7 days of obtaining letter for payment of fees and charges from GHMC towards permit for construction. With 7 days of obtaining building permit the Owners shall handover constructive possession of the Scheduled Land B to the Developer.
45. That at the request of Owners the Developer shall market/sell the Flat(s) 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 Flat(s). 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.
46. The Owners undertakes to take up the following tasks at its risk and cost.
 - a. The Owners shall obtain legal heir certificate from the revenue department, court of law or any other relevant authority with respect to late Shri Venkat Ratna Prasad, certifying that Smt. _____ & Smt. Yemmanur Nandini are his only legal heirs. This task shall be completed before execution of GPA/JDA in favour of the Developer and before payment of fees and charges for building permit by the Developer.



47. The Owners and Developer have mutually agreed that the Developer shall be given 60 days time from the date of this understanding to verify the extent and title of the Scheduled Land B and for which the Developer and the Owners shall jointly undertake to complete the following:
- 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. The cost shall be exclusively borne by the Developer.
 - 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 Owners shall provide a certified death certificate of late Shri Venkat Ratna Prasad to the Developer.
 - To conduct MRO survey through the revenue department to establish the location of the Scheduled Land B within survey number of Pocharam Village.
48. 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:
- 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 47 above.
 - In case of receiving objections from potential claimants against the Scheduled Land B in response to the public notice or otherwise.
 - Failure to obtain sanction/building permit within the time specified herein.
- In such an event the Owners shall refund the security deposit within 60 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 @ 12% per annum.
49. The Owners and Developer have mutually agreed that this understanding can be unilaterally cancelled by the Owner in case of the following event:
- Failure to obtain sanction/building permit within the time specified herein.
- In such an event the Owners shall refund the security deposit within 60 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 @ 12% per annum.
50. The Developer shall be entitled to develop other such housing projects or lands abetting or near the Scheduled Land B and the Owners shall not raise any objections to such a development.
51. 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 B or on account of any hindrance caused to the Developer in peaceful enjoyment of the Scheduled Land B either by the Owners or by anyone else claiming through them.
52. The Owners have agreed to compensate Gharonda Builders and Developers at their risk and cost and the terms of the understanding reached between them has been recorded in the agreement dated 23rd March, 2018 between them. The Developer has asked for an indemnity from the Owners against claims that may arise from Gharaonda Builders and Developer and the Owners have agreed to provide an indemnity as follows:
- General indemnity against any claim of whatsoever nature made by Gharonda Builders.
 - General indemnity against any claim by purchasers of flats/units from Gharonda Builders relating to the proposed development by Gharonda Builders on the Scheduled Land B.



53. The Developer has entered into a Memorandum of Understanding dated 24.05.2018 with the Other Co-owners for development of Scheduled Land A. The Developer intends to develop a single housing complex on the Scheduled Land A and Scheduled Land B i.e., Scheduled Land C. However, the terms of joint development under this MOU and the MOU with Other Co-owners shall be independent of each other with respect to the allotment of flats/parking space/undivided share of land/financial matters between the owners of the 2 parcels of land. However, the proposed development on Scheduled Land C shall be developed as a single housing complex wherein the following shall be common/shared between the Owners, Developer and prospective purchasers with respect to:
- Permit for construction
 - All statutory permits and regulations.
 - Common passages and driveways.
 - Utility services like water supply, electricity supply, generator backup.
 - Amenities like clubhouse, parks, etc.
 - All common spaces not sold/allotted /assigned to any individual flat owner.
54. The Developer shall pay the Owners a sum of Rs. 60 lakhs as compensation for work done at site. The amount shall in turn be paid by the Owners to Gharonda Builders as compensation for the work done by Gharonda Builders at site as per the terms and conditions of the agreement dated 23rd March, 2018 between Mr. S. Sambesh Rao, Owner no. 1 herein (representing all the Owners) and Gharonda Builders. The Developers has already paid a sum of Rs. 20 lakhs by cheque no. 48552 dated 28.03.2018 to Owner no.1 herein. The Developer has further agreed to pay the balance Rs. 40 lakhs to the Owners as and when called for by the Owners. However, any such amount paid to Owners shall be treated as refundable security deposit paid by the Developers to the Owners till such time GPA/JDA is executed in favour of the Developers and permit for building construction is obtained. In the unlikely event of cancellation of this MOU the amount paid shall be refunded as given in this understanding.
55. The Owners shall demolish the construction made by Gharonda Builders and Developers (except compound wall) at their cost within 90 days from this MOU.
56. 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.
57. 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 Flat(s), 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.
58. 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.
59. This understanding is executed in two originals, one each for Owners and the Developer.
60. The cost of registration and execution of this Understanding shall be borne by both the parties equally.



SCHEDULE LAND A

All that portion of the land area to the extent of Ac. 1-28 gts., forming a part of Sy. No. 27, situated at Pocharam Village, Ghatkesar Mandal, under S.R.O. Ghatkesar and bounded by:

North	Panadhi
South	Remaining land in Sy. No. 27 belonging to Mettu Yadi Reddy & 3 others
East	Land of Samala Anji Reddy
West	Public road from Warangal Highway to Pocharam Village

SCHEDULE LAND B

All that portion of the land area to the extent of Ac. 0-31.050 gts., forming a part of Sy. No. 27, situated at Pocharam Village, Ghatkesar Mandal, under S.R.O. Ghatkesar and bounded by:

North	Land in Sy. No. 27 (part) belonging to Sri. Sriramoju Sambeshwar Rao & 18 others, (formerly Smt. Lavanya & Srimathi)
South	Remaining land in Sy. No. 27 belonging to Mettu Yadi Reddy & others
East	Land of Samala Anji Reddy
West	Public road from Warangal Highway to Pocharam Village

SCHEDULE LAND C

All that portion of the land area to the extent of Ac. 2-19.050 gts., forming a part of Sy. No. 27, situated at Pocharam Village, Ghatkesar Mandal, under S.R.O. Ghatkesar and bounded by:

North	Panadhi
South	Remaining land in Sy. No. 27 belonging to Mettu Yadi Reddy & 3 others
East	Land of Samala Anji Reddy
West	Public road from Warangal Highway to Pocharam Village

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

Shri. Sriramoju Sambeshwar Rao
Owners

For M/s. Modi Realty Pocharam LLP,


Soham Modi
Authorised Signatory,
Developer

WITNESSES :

- 1.
- 2.

ANNEXURE - I

Specification of construction of Flat(s):


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:	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:	CPVC & PVC 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 Flat(s).

Shri. Sriramoju Sambeshwar Rao
Owners

For M/s. Modi Realty Pocharam LLP,


Soham Modi
Authorised Signatory.
Developer

WITNESSES

- 1.
- 2.