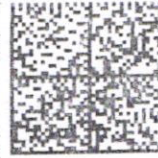


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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made and executed on this day of February 2022 by and between:

1. Mrs. S. Premlahta, W/o Late Sri Sreekakulam Radha Swamy, aged about 79 years, R/o 10-3-85/17, Hanuman Temple Road, Teachers Colony, East Maredpally, Hyderabad - 500026, Aadhar no. 222552690261.
2. Mrs. K. Aparna, W/o. Dr. K.V. Rammohan, aged about 52 years, R/o 10-3-29/1, Hanuman temple street, East Maredpally, Secunderabad - 500026, Aadhar no. 774433454004.
3. Mrs. Deepthi Balagiri, W/o. V. Balagiri, aged about 48 years, R/o. Flat no. 203, Tower - C, Oberoi Esquire at Oberoi garden city off western express highway, Goregaon - East, Mumbai - 400063, Aadhar no. 311026650821.
4. Mr. K. Anchit, S/o. Mrs. K. Aparna, aged about 24 years, R/o 10-3-29/1, Hanuman temple street, East Maredpally, Secunderabad - 500026, Aadhar no. 908635961908.
5. Ms. Vithika Balagiri, D/o. Mrs. Deepthi Balagiri, aged about 24 years, R/o. Flat no. 203, Tower - C, Oberoi Esquire at Oberoi garden city off western express highway, Goregaon - East, Mumbai - 400063, Aadhar no. 230624588987.
6. Mr. Shishir Balagiri, S/o. Mrs. Deepthi Balagiri, aged about 20 years, R/o. Flat no. 203, Tower - C, Oberoi Esquire at Oberoi garden city off western express highway, Goregaon - East, Mumbai - 400063, Aadhar no. 771638877701.

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

AND

1. M/s. Modi Properties 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 Satish Modi, aged about 51 years, Occupation Business.
2. M/s. AEDIS Developers LLP, a Limited Liability Partnership having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003 and represented by its Designated Partner Mr. Dhanraj Krishna, S/o Late Mr. P.A. Krishnaraj, aged about 48 years, occupation Business. R/o. H. No. C-304, Golf Links Apartments, Yaprall, Opp: Mani Enclave, Yaprall, Jawahar Nagar, Medchal Malkajgiri District, Telangana - 500 087.

Hereinafter jointly referred to as the Developer and severally as Developer no.1 and 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.

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Deepthi



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Vithika
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WHEREAS:

- A. Whereas Bhoomireddy Varada Reddy, Bhoomireddy Maisi Reddy, Bhoomireddy Raji Reddy and Bhoomireddy Venkat Reddy along with their sons B. Bal Reddy, B. Anthi Reddy, B. Janardhan Reddy, B. Bal Reddy & B. Sudhakar Reddy executed a registered sale deed bearing document no. 5474/89 dated 25.07.1989, registered at SRO Medchal for land admeasuring Ac. 8-02 gts., forming a party of Sy. No. 32, situated at Muraharipally Village, under Yadaram Grampanchayat, Shamirpet Mandal (Erstwhile Medchal Mandal), Medchal-Malkajgiri District (Erstwhile Ranga Reddy District) in favour of late Mr. Sreekakulam Radha Swamy.
- B. Whereas Bhoomireddy Varada Reddy, Bhoomireddy Maisi Reddy, Bhoomireddy Raji Reddy and Bhoomireddy Venkat Reddy were the original owners/ pattedars of land admeasuring Ac. 10-33 gts. The names of late Anti Reddy, Bhoomireddy Varada Reddy, Bhoomireddy Maisi Reddy, Bhoomireddy Raji Reddy and Bhoomireddy Venkat Reddy have been reflected in the pahanis.
- C. The said land was mutated in favour of late Mr. S. Radha Swamy by way of mutation order issued by MRO bearing no. ROR/M/72/92 dated 18.11.1992. Patta passbook and title book were issued in favour of late Mr. Radha Swamy as per details given below.

Sl. No	Pattedar,	Patta No	Pass book no.,	Title book no	Extent of land in Sy. No. 32
1.	S. Radha Swamy	87	45507	179974	Ac. 8-02 gts.

- D. Late Mr. Radha Swamy obtained permit from Grampanchayat vide permit no. GPY/25/2005 to divide part of the above land into 79 plots on 29.4.2005. Late Mr. Radha Swamy sold most of the plots to intending purchasers.
- E. Late Mr. S. Radha Swamy had made an application for conversion of the above land to non-agricultural use along with payment of relevant fees and charges. RDO Ranga Reddy East Division has by way of proceeding no. A/5630/07 dated 14-11-2007 approved the conversion of the said land to non-agricultural use.
- F. Plot nos. 1 to 4 and plot nos. 16 to 21 in the said Grampanchayat layout admeasuring a total of 5,136.83 sq yds forming a part of Sy. no. 32, situated at Muraharipally Village, under Yadaram Grampanchayat, Shamirpet Mandal, Medchal-Malkajgiri District is herein after referred to as the Scheduled Land and the Scheduled Land is a subject matter of this MOU.
- G. Late Mr. Radha Swamy by way of registered gift deeds gifted plot no. 17, 18 & 20 to Owner no. 4, 5 and 6 as per the details given below. The Owners nos. 4, 5 & 6 were minors at the time of executing the gift deed. However, all 3 are majors now and have joined in executing this MOU.

Sl. No.	Name of Donor	Name of Donee	Gift deed doc. no.	Date of Doc.	Plot no.	Extent of land in sq yds
1.	S. Radha Swamy	C. Shishir	7899/05	17.06.2005	18	257
2.	S. Radha Swamy	C. Vithika	789805	17.06.2005	17	257
3.	S. Radha Swamy	Anchit	7900/05	17.06.2005	20	257

- H. Late Mr. S. Radha Swamy did not sell plot nos. 1 to 4 and 16, 19, & 21 in the said grampanchayat layout during his lifetime i.e., he was absolute owner of said plots at the time of his death.
- I. Late Mr. S. Radha Swamy died on 16-01-2019. He was survived by his wife (Owner no. 1 herein) and 2 daughters (Owner no.2 & 3 herein). Accordingly, Owner nos. 1 to 3 became absolute owners of plot nos. 1, 2, 3, 4, 16, 19 & 21 by way of inheritance from Late Mr. S. Radha Swamy.

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Page 2 of 31

- J. The Owners herein are the absolute owners and possessors of the Scheduled Land.
- K. The Owners have expressed interest in developing the entire Scheduled Land 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.
- L. 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.
- M. 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. The Developer no. 2 is the associate/subsidiary of Developer no. 1.
- N. 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 Flat(s) along with certain common amenities.
- O. 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 5,136.83 sq yds forming a part of Sy. no. 32, situated at Muraharipally Village, under Yadaram Grampanchayat, Shamirpet Mandal, Medchal-Malkajgiri District, 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. A high rise building of basement + stilt + 9 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 2,500 sft shall be constructed on the Scheduled Land.
 - 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. The Flat(s) along with car parking and undivided share of land is herein after referred to as Flat(s).
 - e. 3BHK Flat(s) are proposed to be constructed having a super built-up area of about 1,200 & 1,800 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.
 - 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.

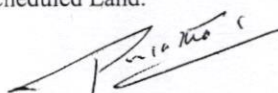
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Page 3 of 31

- 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 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 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 Flat(s) and Common Amenities for the Owners, 32% (thirty two 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 68 % (sixty eight percentage only) of the total Flat(s) 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 68% of Flat(s) in the Scheduled Land pertaining to 68% of the total Flat(s) proposed to be developed/constructed is by way of development/construction and delivery of 32% of the total Flat(s) proposed to be constructed in the housing project by the Developer or its agent on the Scheduled 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 32% 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 68% of Flat(s) in the Scheduled Land pertaining to 68% of the total Flat(s) proposed to be developed/constructed.
8. The Developer's right to get 68% of Flat(s) 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 32% of Flat(s) on the Schedule Land are valued equally.
9. The Owners shall be collectively and together entitled to 32% of the total Flat(s) in the Housing Project on the Scheduled Land. The Flat(s) falling to the share of Owners shall further be divided between the Owners upon mutual agreement between them. That the apportionment amongst 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 68% of Flat(s) in the Housing Project on the Scheduled Land.


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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, 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 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. 50,000/- 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. The Developer shall provide a guarantee against construction defects for a period of one year from the date of completion of construction/ occupancy certificate for all the flats in the housing project. The guarantee will include any construction defects that can be attributed to the Developer. The Developer shall correct such defects within 14 days of receiving complaints in writing from prospective purchasers/ Owners for their share of flats. However, the guarantee shall not cover items that are worn or damaged as a result of normal wear and tear, damaged due to improper use or additions/alterations carried out by prospective purchaser / Owners, items purchased by the prospective purchaser / Owners and fitted by them. The guarantee shall not be applicable in case of events beyond the control of the Vendor, like natural disasters, government orders, etc., (force majeure event).
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. All such taxes shall be a charged on the Owner's share of Flat(s).
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 "Morning Glory Heights at Genome Valley". The name may be changed before start of the project only on mutual agreement.
21. That for the purposes of commencement of the development under this understanding, the Owners hereby agree 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 HMDA 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 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 HMDA with the further grace period of 3 months
23. 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.
- 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 21 above.

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Page 6 of 31

- b. For regularization of usage of Scheduled Land for the development envisaged under this understanding. However, the Developer has agreed to pay charges, if any, related to LRS (land regularization scheme) that has been proposed from time to time by Government of Telangana.
 - c. For more perfecting and protecting the title to the Scheduled Land so as to convert the Scheduled Land from leasehold to freehold, declaring the Scheduled Land as non-agricultural land, 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.
24. The Developer undertakes to construct the proposed Housing Project strictly as per building permit issued by HMDA and shall comply with all rules and regulations specified by authorities like fire department, electricity board, water board, etc. The Developer shall be solely responsible for paying any charges, fees, penalty, etc., that may be levied by such statutory authorities for any deviations or defaults in construction of the Housing Project by the Developer. The Developer shall be solely responsible for obtaining occupancy certificates and NOCs that are required from HMDA and other statutory authorities that may be required from time to time at its own risk and cost.
25. That a detailed plan showing identification and division of their respective share of Flat(s) in the ratio of 68:32 amongst the Developer and the Owners respectively shall be made after obtaining sanction / permission from HMDA 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 proportionate 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 proportionate share in the Flat(s) as per the above ratio in each of the following:
- a. Number of Flat(s).
 - b. The aggregate Super built-up area of the Flat(s).
 - c. Number of Flat(s) on each floor.
 - d. Mortgaged Flats.
 - e. No. of car parkings.
- The Owners share of Flat(s) shall be further sub-divided between the Owners as per mutual agreement between them. The Owners shall be given the right to choose their share of flats subject to the above.
26. 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 770 sft of built-up area plus 230 sft of common areas. Super built-up area would exclude parking areas. Sales shall be made on super built-up area.
27. Plot nos. 17 & 18 owned by Owner no. 5 & 6 are a subject matter of civil suit bearing OS no. 535/2015 at the Principal Sr. Civil Judge, Medchal, Ranga Reddy District, L.B. Nagar. One Mr. Chakradhari has allegedly entered into an agreement of sale for purchase of Plot nos. 17 & 18 from the guardian and natural mother of Owner nos. 5 & 6 i.e., Owner no. 3 herein. In the said suit Mr. Chakradhari has allegedly paid Rs. 12 lakhs to Owner no. 3 herein. Owner no. 3 has represented to the Developer that she had received the said amount in her account, however the account was operated by her ex-husband Mr. Rajesh, whom she divorced in the year 2015. Mr. Chakradhari in his prayer to the court has asked for refund of the said Rs. 12 lakhs along with interest @ 18% per annum from the date of payment. The Owners have requested the Developer to help the Owners enter into a negotiated settlement with Mr. Chakradhari, however, at the cost of the Owners.

For & on behalf of

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Page 7 of 31

28. That on reaching a negotiated compromise with Mr. Chakradhari the Owners shall execute a Joint Development Agreement cum General Power of Attorney with Possession (JDA) 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. A draft of the said JDA is attached as Annexure – II herein.
29. That on obtaining demand for payment of fees and charges for the building permit from HMDA, the parties shall enter into a registered Supplementary Joint Development Agreement (SJDA) to clearly specify the Flat(s) proposed to be developed/constructed on the Schedule Land together with Common Amenities and the allotment of Flats to the Owners and Developer as per the terms of this understanding. It is further agreed that after execution of the said Supplementary Agreement, the Owners and Developers can sell their share of Flat(s) to any intending purchaser without any further reference to each other or the Developer. A draft of the SJDA is attached as Annexure – III herein.
30. 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.
31. 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 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.
32. The Developer shall be entitled to erect boards/hoardings, in the Scheduled Land advertising for sale and disposal of the Flat(s) 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.
33. The Owners shall not be liable for any financial transactions entered into 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 entered into by the Owner in respect of Flat(s) falling to its share.
34. 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.
35. 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.

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36. 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.
37. That the Developer hereby undertakes and agrees to construct the Flat(s) and deliver to Owners their share of Flat(s) within 30 months from the date of receipt of sanction / permission for construction from appropriate authorities (HMDA/Murahrupally Grampanchayat). 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, pandemic, 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 36 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.
38. 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).
39. 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).
40. 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.
41. That the Developer will provide the requisites amenities to all the Flat(s) such as water, electricity, drainage connections, electric transformers, meters, etc.
42. That the stamp duty and registration charges along with 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 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.

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43. As on date as per the rules under the GST Act, services provided by the Developer to the Owners under this MOU and the JDA/SJDA proposed to be executed, the Developer is liable to collect GST @ 5% from the Owners for their share of flats and remit the same to the concerned authorities. For the purposes of valuation of the service rendered by the Developer to the Owners for charging GST @ 5%, the rules have specified the following:
- For Owners share of flats sold, wherein part or full consideration is received by the Owners before obtaining occupancy certificate (OC), the value of services rendered shall be equal to the value of the first sold flat in the housing project closest to the JDA.
 - For the Owners share of flats that remain unsold, wherein no consideration is received by the Owners before obtaining occupancy certificate (OC), the value of services rendered shall be equal to the value of the last sold flat in the housing project closest to the OC.
- The Owners agreed to pay GST to the Developer within 7 days of raising an invoice.
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 Flat(s).
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. 60 Lakhs (Rupees Sixty Lakhs only) as interest free security deposit towards performance guarantee for fulfilling its obligations under this Memorandum of Understanding. The Developer has paid Rs. 36 Lakhs (Rupees Thirty Six Lakhs only) as per details given below to the Owners as on this date. Additional security deposit of Rs. 24 lakhs shall be paid by the Developer to the Owners at the time of execution of Joint Development Agreement cum General Power of Attorney with Possession in favour of the Developer. The Security deposit shall be refunded to the Developer only after completion of all Flat(s) and within 15 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 possession of the last 2 Flat(s) agreed to be developed/ constructed falling to the share of the Owners only after refund of the said security deposit.

S No	Date	Amount	Cheque / Pay order no	Drawn on	In favour of
1.	21.09.2021	4,00,000/-	189346	YES Bank	S. Premlatha
2.	21.09.2021	4,00,000/-	189347	YES Bank	K. Aparna
3.	21.09.2021	4,00,000/-	189348	YES Bank	Deepthi Balagiri
4.	14.02-2022	8,00,000/-	189354	YES Bank	S. Premlatha
5.	14.02-2022	8,00,000/-	189355	YES Bank	K. Aparna
6.	14.02-2022	8,00,000/-	189356	YES Bank	Deepthi Balagiri

47. The Owners and Developer have mutually agreed that they 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, at the cost of 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.
 - Endeavor to enter into a compromise with Mr. Chakradhari within 30 days of this MOU.

[Signatures and Stamps]

[Signature: Deepthi]

[Signature: Aparna]

[Signature: Shishir]

[Signature: Archt.]

[Signature: Vithu]

[Signature: Shishir]

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[Stamp: AEDIS DEVELOPERS LLP SEC' BAD]

48. The Owners and Developer on mutual agreement shall cancel this MOU 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 44 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.
- 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 @ 15% per annum.
49. The Developer shall be entitled to execute the JDA and Supplementary JDA in its favour or in favour of its nominees.
50. 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.
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 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.
52. 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.
53. 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.
54. The Parties to this Agreement hereby agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they shall, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by discussion, failing which, by arbitration. Any differences and disputes that are not resolved by mutual negotiation within a period of 15 days, after they have arisen, shall be referred to arbitration. The arbitration shall be referred to a sole arbitrator mutually appointed by the Parties. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be at Hyderabad and the language of arbitration shall be English. The award by the arbitrator shall be final and binding on the Parties.
55. The Owners have read and approved the draft copy of this Memorandum of Understanding.
56. This understanding is executed in 2 originals, one each for Owners & Developer.

[Handwritten signatures and stamps]

[Circular stamp: MODI PROPERTIES PVT. LTD. SEC' BAD]

[Circular stamp: AEDIS DEVELOPERS LLP SEC' BAD]

[Handwritten: Archit. Vithal Shishir]

SCHEDULE OF THE LAND

All that portion of the land area to the extent of 5,136.83 sq yds forming a part of Sy. no. 32, situated at Muraharipally Village, under Yadaram Grampanchayat, Shamirpet Mandal, Medchal-Malkajgiri District and bounded by:

North	33' Road
South	60' Genome Valley Bypass Road
East	33' Road
West	Karimnagar Highway

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

Owner No. 1:

Owner No. 2:

Owner No. 3:

Owner No. 4:

Owner No. 5:

Owner No. 6:

M/s. Modi Properties Pvt. Ltd., Developer no. 1:

M/s. AEDIS Developers LLP, Developer no. 2:

Witness no.1:

Address:

Witness no. 2:

Address:



ANNEXURE – I

Specification of construction of Flat(s):

Structure:	RCC.
Walls:	4"/6" solid cement blocks.
External painting:	Exterior emulsion (brand – Asian, Tata, JSW or similar).
Internal painting:	Smooth finish with OBD (brand – Asian, Tata, JSW, NCL or similar).
Flooring:	24" vitrified tiles (brand – Nitco or similar).
Door frames:	WPC.
Door Shutter:	Painted panel doors (brand – Masonite or similar).
Electrical:	Copper wiring with branded modular switches (brand – Gloster, Wipro, ABB or similar).
Windows:	UPVC windows with grills.
Bathrooms:	Branded ceramic tiles – 7 ft height (brand – Nitco or similar).
Plumbing:	CPVC & PVC pipes (brand – Astral, Prince, Sudhakar, Finolex, Supreme or similar).
Sanitary:	Branded sanitaryware (brand – Parryware, henware, Cera or similar).
CP fittings:	Branded quarter turn ceramic disc type (brand – Hindware, Cera or similar).
Kitchen platform:	Granite slab with 2 ft dado and SS sink (brand- Nirali or similar).
Lifts:	2 nos 8 passenger automatic lifts.
Fire permit:	Sprinklers, downcomers, hose-reel, fire alarm, etc., shall be provided As per provisional fire NOC.
Communication lines:	Provision for providing a digital and communication services like telephone, TV, internet shall be provided.

Owner No. 1:

Owner No. 2:

Owner No. 3:

Owner No. 4:

Owner No. 5:

Owner No. 6:

M/s. Modi Properties Pvt. Ltd., Developer no.1:

M/s. AEDIS Developers LLP, Developer no. 2:



ANNEXURE – II

Draft Joint Development Agreement cum General Power of Attorney with Possession

This Joint Development Agreement cum General Power of Attorney (JDA) is made and executed on this ____ day of ____, 2022 by and between:

1. Mrs. S. Premlahta, W/o Late Sri Sreekakulam Radha Swamy, aged about 79 years, R/o 10-3-85/17, Hanuman Temple Road, Teachers Colony, East Maredpally, Hyderabad – 500026, Aadhar no. 222552690261.
2. Mrs. K. Aparna, W/o. Dr. K.V. Rammohan, aged about 52 years, R/o 10-3-29/1, Hanuman temple street, East Maredpally, Secunderabad – 500026, Aadhar no. 774433454004.
3. Mrs. Deepthi Balagiri, W/o. V. Balagiri, aged about 48 years, R/o. Flat no. 203, Tower – C, Oberoi Esquire at Oberoi garden city off western express highway, Goregaon – East, Mumbai – 400063, Aadhar no. 311026650821.
4. Mr. K. Anchit, S/o. Mrs. K. Aparna, aged about 24 years, R/o 10-3-29/1, Hanuman temple street, East Maredpally, Secunderabad – 500026, Aadhar no. 908635961908.
5. Ms. Vithika Balagiri, D/o. Mrs. Deepthi Balagiri, aged about 24 years, R/o. Flat no. 203, Tower – C, Oberoi Esquire at Oberoi garden city off western express highway, Goregaon – East, Mumbai – 400063, Aadhar no. 230624588987.
6. Mr. Shishir Balagiri, S/o. Mrs. Deepthi Balagiri, aged about 20 years, R/o. Flat no. 203, Tower – C, Oberoi Esquire at Oberoi garden city off western express highway, Goregaon – East, Mumbai – 400063, Aadhar no. 771638877701.

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

AND

M/s. AEDIS Developers LLP, a Limited Liability Partnership having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003 and represented by its Designated Partner Mr. Dhanraj Krishna, S/o Late Mr. P.A. Krishnaraj, aged about 47 years, occupation Business. R/o. H. No. C-304, Golf Links Apartments, Yapral, Opp: Mani Enclave, Yapral, Jawahar Nagar, Medchal Malkajgiri District, Telangana – 500 087.

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 Bhoomireddy Varada Reddy, Bhoomireddy Maisi Reddy, Bhoomireddy Raji Reddy and Bhoomireddy Venkat Reddy along with their sons B. Bal Reddy, B. Anthi Reddy, B. Janardhan Reddy, B. Bal Reddy & B. Sudhakar Reddy executed a registered sale deed bearing document no. 5474/89 dated 25.07.1989, registered at SRO Medchal for land admeasuring Ac. 8-02 gts., forming a party of Sy. No. 32, situated at Muraharipally Village, under Yadaram Grampanchayat, Shamirpet Mandal (Erstwhile Medchal Mandal), Medchal-Malkajgiri District (Erstwhile Ranga Reddy District) in favour of late Mr. Sreekakulam Radha Swamy.
- B. Whereas Bhoomireddy Varada Reddy, Bhoomireddy Maisi Reddy, Bhoomireddy Raji Reddy and Bhoomireddy Venkat Reddy were the original owners/ pattedars of land admeasuring Ac. 10-33 gts. The names of Bhoomireddy Varada Reddy, Bhoomireddy Maisi Reddy, Bhoomireddy Raji Reddy and Bhoomireddy Venkat Reddy have been reflected in the pahanis.

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Deepthi

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Page 14 of 31

- C. The said land was mutated in favour of late Mr. S. Radha Swamy by way of mutation order issued by MRO bearing no. ROR/M/72/92 dated 18.11.1992. Patta passbook and title book were issued in favour of late Mr. Radha Swamy as per details given below.

Sl. No	Pattedar,	Patta No	Pass book no.,	Title book no	Extent of land in Sy. No. 32
2.	S. Radha Swamy	87	45507	179974	Ac. 8-02 gts.

- D. Late Mr. Radha Swamy obtained permit from Grampanchayat vide permit no. GPY/25/2005 to divide part of the above land into 79 plots on 29.4.2005. Late Mr. Radha Swamy sold most of the plots to intending purchasers.
- E. Late Mr. S. Radha Swamy had made an application for conversion of the above land to non-agricultural use along with payment of relevant fees and charges. RDO Ranga Reddy East Division has by way of proceeding no. A/5630/07 dated 14-11-2007 approved the conversion of the said land to non-agricultural use.
- F. Plot nos. 1 to 4 and plot nos. 16 to 21 in the said Grampanchayat layout admeasuring a total of 5,136.83 sq yds forming a part of Sy. no. 32, situated at Muraharipally Village, under Yadaram Grampanchayat, Shamirpet Mandal, Medchal-Malkajgiri District is herein after referred to as the Scheduled Land and the Scheduled Land is a subject matter of this JDA.
- G. Late Mr. Radha Swamy by way of registered gift deeds gifted plot no. 17, 18 & 20 to Owner no. 4, 5 and 6 as per the details given below. The Owners nos. 4, 5 & 6 were minors at the time of executing the gift deed. However, all 3 are majors now and have joined in executing this MOU.

Sl. No.	Name of Donor	Name of Donee	Gift deed doc. no.	Date of Doc.	Plot no.	Extent of land in sq yds
4.	S. Radha Swamy	C. Shishir	7899/05	17.06.2005	18	257
5.	S. Radha Swamy	C. Vithika	789805	17.06.2005	17	257
6.	S. Radha Swamy	Anchit	7900/05	17.06.2005	20	257

- H. Late Mr. S. Radha Swamy did not sell plot nos. 1 to 4 and 16, 19, & 21 in the said grampanchayat layout during his lifetime i.e., he was absolute owner of said plots at the time of his death.
- I. Late Mr. S. Radha Swamy died on 16-01-2019. He was survived by his wife (Owner no. 1 herein) and 2 daughters (Owner no.2 & 3 herein). Accordingly, Owner nos. 1 to 3 became absolute owners of plot nos. 1, 2, 3, 4, 16, 19 & 21 by way of inheritance from Late Mr. S. Radha Swamy.
- J. The Owners herein are the absolute owners and possessors of the Scheduled Land.
- K. The Owners have expressed interest in developing Scheduled Land 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.
- L. 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.
- M. 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.
- N. The Developer has agreed to take on development the Scheduled Land as proposed by the Owners. The Developer intends to develop the Scheduled Land by constructing residential Flat(s) along with certain common amenities.
- O. The parties hereto are desirous of recording the understanding reached amongst them with regard to the development of the Scheduled Land into writing.

For the
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Page 15 of 31

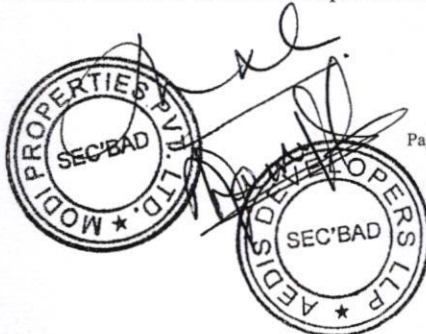
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AEDIS DEVELOPERS LLP SEC'BAD

NOW THEREFORE THIS JOINT DEVELOPMENT AGREEMENT CUM GENERAL POWER OF ATTORNEY 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 5,136.83 sq yds forming a part of Sy. No. 32, situated at Muraharipally Village, under Yadaram Grampanchayat, Shamirpet Mandal, Medchal-Malkajgiri District, 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. A high rise building of basement + stilt + 9 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 2,500 sft shall be constructed on the Scheduled Land.
 - 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. The Flat(s) along with car parking and undivided share of land is herein after referred to as Flat(s).
 - e. 3BHK Flat(s) are proposed to be constructed having a super built-up area of about 1,200 & 1,800 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.
 - 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 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. The Developer has prepared schematic plans of the proposed development and the Owners have approved the same. Accordingly, plans for obtaining building permit were prepared and submitted to HMDA for 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 Flat(s) and Common Amenities for the Owners, 32% (thirty two 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 68 % (sixty eight percentage only) of the total Flat(s) in the Housing Project on the Scheduled Land in favour of the Developer and /or its nominees.

For the Owners
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Deepthi



Page 16 of 31

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7. The consideration payable by the Developer to the Owners for sale and transfer of 68% of undivided share in the Scheduled Land pertaining to 68% of the total Flat(s) proposed to be developed/constructed is by way of development/construction and delivery of 32% of the total Flat(s) 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 32% 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 68% of undivided share in the Scheduled Land pertaining to 68% of the total Flat(s) proposed to be developed/constructed.
8. The Developer's right to get 68% of undivided share 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 32% of Flat(s) on the Schedule Land are valued equally.
9. The Owners shall be collectively and together entitled to 32% of the total Flat(s) in the Housing Project on the Scheduled Land. The Flat(s) falling to the share of Owners shall further be divided between the Owners upon mutual agreement between them. That the apportionment amongst 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 68% of Flat(s) 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 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 , 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:
 - c. 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.
 - d. 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.

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Apurva
Duptha



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Shishir

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 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. 50,000/- 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. The Developer shall provide a guarantee against construction defects for a period of one year from the date of completion of construction/ occupancy certificate for all the flats in the housing project. The guarantee will include any construction defects that can be attributed to the Developer. The Developer shall correct such defects within 14 days of receiving complaints in writing from prospective purchasers/ Owners for their share of flats. However, the guarantee shall not cover items that are worn or damaged as a result of normal wear and tear, damaged due to improper use or additions/alterations carried out by prospective purchaser / Owners, items purchased by the prospective purchaser / Owners and fitted by them. The guarantee shall not be applicable in case of events beyond the control of the Vendor, like natural disasters, government orders, etc., (force majeure event).
18. All taxes including capital gains, income and wealth tax that may arise on account of the benefits to the Owners under this JDA shall be paid by the Owners. All such taxes shall be a charged on the Owner's share of Flat(s).
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 "Morning Glory Heights at Genome Valley". The name may be changed before start of the project only on mutual agreement.

For the Owners
Apurva
Deepak



Archit.
Vishnu
Shishir

21. That for the purposes of commencement of the development under this understanding, the Owners hereby agree 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 /HMDA 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 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 HMDA with the further grace period of 3 months.
23. 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.
- d. 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.
 - e. For regularization of usage of Scheduled Land for the development envisaged under this understanding. However, the Developer has agreed to pay charges, if any, related to LRS (land regularization scheme) that has been proposed from time to time by Government of Telangana.
 - f. For more perfecting and protecting the title to the Scheduled Land so as to convert the Scheduled Land from leasehold to freehold, declaring the Scheduled Land as non-agricultural land, 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.
24. The Developer undertakes to construct the proposed Housing Project strictly as per building permit issued by HMDA and shall comply with all rules and regulations specified by authorities like fire department, electricity board, water board, etc. The Developer shall be solely responsible for paying any charges, fees, penalty, etc., that may be levied by such statutory authorities for any deviations or defaults in construction of the Housing Project by the Developer. The Developer shall be solely responsible for obtaining occupancy certificates and NOCs that are required from HMDA and other statutory authorities that may be required from time to time at its own risk and cost.
25. That a detailed plan showing identification and division of their respective share of Flat(s) in the ratio of 68:32 amongst the Developer and the Owners respectively shall be made after obtaining sanction / permission from HMDA 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 proportionate 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 proportionate share in the Flat(s) as per the above ratio in each of the following:
- f. Number of Flat(s).
 - g. The aggregate Super built-up area of the Flat(s).
 - h. Number of Flat(s) on each floor.
 - i. Mortgaged Flats.
 - j. No. of car parkings.
- The Owners share of Flat(s) shall be further sub-divided between the Owners as per mutual agreement between them. The Owners shall be given the right to choose their share of flats subject to the above.

Prakash
Apurva
Deepthi

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Shishir

Page 19 of 31

26. 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 770 sft of built-up area plus 230 sft of common areas. Super built-up area would exclude parking areas. Sales shall be made on super built-up area.
27. 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 Joint Development Agreement cum General Power of Attorney 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. Such a Supplementary Agreement or Annexure shall be executed/registered within 30 days of obtaining the demand letter for payment of building permit fees.
28. In pursuance of the foregoing and in consideration of the mutual obligations undertaken by the Developer and the Owners under this JDA the Owners hereby constitute and appoint the Developer as their lawful attorney to represent and act on behalf of the Owners to do the following acts in the name of and on behalf of the Owners with respect to the Developer's share of flats along with proportionate undivided share in the Scheduled Land and appurtenant parking:
- 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.
 - To sign / execute booking forms, agreement of sale, agreement of construction or such other agreements or deeds in favour of prospective purchasers.
 - 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.
 - To execute the sale deed or sale deeds in favour of the prospective purchasers or their nominees, receive the consideration money, to present the sale deed or deeds executed by them in favour of the prospective purchasers or their nominees before the concerned registering office, admit execution and receipt of consideration and procure the registered deeds.
 - To execute, sign and file all the statements, petitions, applications and declarations etc., necessary for and incidental to the completion of registration of the said sale deed / deeds.
 - To enter into tripartite agreement and deeds with housing finance companies and prospective purchasers.
 - To execute all such documents, deeds and agreements with housing finance companies for the purposes of securing loans in favour of prospective purchasers.
 - To appear and act in all courts, civil, criminal revenue whether original or appellate, in the Registration and other offices of the State and Central Government and of Local Bodies in relation to the said flats.
 - To sign and verify complaints, written statements, petitions of claim and objections of all kinds and file them in such courts and offices and to appoint Advocates and other legal practitioners to file and receive back documents to deposit and withdraw money and grant receipt in relation to the said flats.
 - To execute mortgage deed, pledge, hypothecate and execute such other documents / deeds / agreements that are required for purposes of raising finances from various institutions, banks, etc.
 - To make an application to HMDA and other statutory authorities for obtaining occupancy certificate, release of mortgage and such other purposes in relation to the Housing Project.
 - To develop such land and undertake such works related to real estate development such as construction of building/apartments, creation of common amenities, roads, street lights, drainage system, parks, etc.
 - To execute and apply for electricity connections, water connections, drainage connections and to make such necessary payments in the name of the Owners.
 - Generally to act as the Attorney or Agent of the Owners in relation to the said property in relation to the matter aforesaid and to execute and do all deeds, acts and things in relation to the said flats as fully and effectually in all respects as the Owners themselves would do if personally present.

For the s
Apurva
Duptha

Archit.
Vishnu
Shishir

20 of 31

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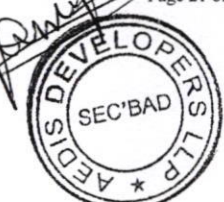
AEDS DEVELOPERS LLP SEC'BAD

- o) The Owners for themselves, their heirs, executors, successors, legal representatives, administrators and assignees hereby ratify and confirm and agree to ratify and confirm all the acts, deeds, and things lawfully done by the said Attorney, namely the Developer in pursuance of these presents.

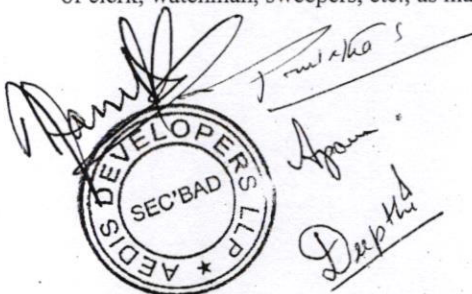
29. The Owners have on this day executed a General Power of Attorney, as given above, in favour of the Developer to enable the Developer to sell the Developer's share of the residential units along with parking & undivided share of land to any intending Purchaser, without any further reference to the Owners.

30. Several Owners are not residents of Hyderabad and/or are busy with their day to day activities and are unable to make representations/ applications /sign documents and do such acts and deeds that may be required for the purposes of obtaining permits/ NOCs for development of the Scheduled Land. Accordingly, Owner no. 1 and Owner no. 3 to Owner no. 6 hereby constitute and appoint Owner no. 2 as their lawful attorney to represent and act on behalf of all the Owners to do the following acts in the name of and on behalf of all the Owners with respect to development of Scheduled Land into a Housing Project :

- a. To execute, sign and file all the statements, petitions, applications, plans, undertakings, affidavits and declarations etc., necessary for and incidental to obtaining permits, NOCs, etc., for purposes of developing a Housing Project on Scheduled Land C. In particular to make applications to HMDA, DTCP, GHMC, revenue department, fire department, pollution control board, environment board, Airport Authority, electricity board, water board and RERA authority.
- b. To appear and act in all courts, civil, criminal revenue whether original or appellate, in the Registration and other offices of the State and Central Government and of Local Bodies in relation to the said Housing Project.
- c. To sign and verify complaints, written statements, petitions of claim and objections of all kinds and file them in such courts and offices and to appoint Advocates and other legal practitioners to file and receive back documents in relation to the said Housing Project.
- d. To execute mortgage deed, pledge, hypothecate and execute such other documents / deeds / agreements that are required solely for purpose of obtaining building permit from statutory authorities as per existing bye-laws.
- e. To execute mortgage deed, gift deed, transfer deed relating to common areas of the Housing Project in favour of HMDA/local that are required solely for purpose of obtaining building permit from statutory authorities as per existing bye-laws.
- f. To make an application to HMDA and other statutory authorities for obtaining occupancy certificate, release of mortgage and such other purposes in relation to the Housing Project.
- g. To execute and apply for electricity connections, water connections, drainage connections and to make such necessary payments in the name of the Owners.
- h. To produce for verification original title documents or certify as true copy of such documents to statutory authorities or housing finance companies.
- i. To execute, sign and file all the statements, petitions, applications and declarations etc., necessary for and incidental to obtaining approval from banks and housing finance companies to enable prospective customers obtain housing loans.
- j. To execute and register a supplementary agreement, as required under this JDA, clearly demarcating the division/ allotment of flats between the Developer and the Owners, to enable the Developer and each individual Owner to sell flats so allotted to them, to prospective customers, without any further reference to each other.
- k. Generally to act as the Attorney or Agent of the Owners in relation to the said property in relation to the matter aforesaid and to execute and do all deeds, acts and things in relation to the said Housing Project as fully and effectually in all respects as the Owners themselves would do if personally present.
- l. The Owners for themselves, their heirs, executors, successors, legal representatives, administrators and assignees hereby ratify and confirm and agree to ratify and confirm all the acts, deeds, and things lawfully done by the said Attorney, namely the Developer in pursuance of these presents.
- m. The lawful attorney shall not be entitled to sell, lease, alienate, mortgage, create charge, transfer, accept monies or undertake any such activity, apart from the ones mentioned above, with respect to the share of flats allotted to Owner no. 1 and Owner nos. 3 to 6 or in general to any property not specifically allotted to Owner no. 2 herein.

From 10/10/2015
Approved
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Page 21 of 31

31. The cost of such registration and execution of this agreement shall be borne by the Developer in full.
32. 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.
33. 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.
34. 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 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 agreement are irrevocable.
35. The Developer shall be entitled to erect boards, in the Scheduled Land advertising for sale and disposal of the Flat(s) 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.
36. 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.
37. 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.
38. 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.
39. 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.



Archit-
Shishir

40. That the Developer hereby undertakes and agrees to construct the Flat(s) and deliver to Owners their share of Flat(s) within 30 months from the date of receipt of sanction / permission for construction from appropriate authorities (HMDA/Murahrupally Grampanchayat). 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, pandemic, 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 36 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.
41. 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).
42. 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).
43. 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.
44. That the Developer will provide the requisites amenities to all the Flat(s) such as water, electricity, drainage connections, electric transformers, meters, etc.
45. That the stamp duty and registration charges along with 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 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.
46. As on date as per the rules under the GST Act, services provided by the Developer to the Owners under this MOU and the JDA/SJDA proposed to be executed, the Developer is liable to collect GST @ 5% from the Owners for their share of flats and remit the same to the concerned authorities. For the purposes of valuation of the service rendered by the Developer to the Owners for charging GST @ 5%, the rules have specified the following:
- c. For Owners share of flats sold, wherein part or full consideration is received by the Owners before obtaining occupancy certificate (OC), the value of services rendered shall be equal to the value of the first sold flat in the housing project closest to the JDA.
 - d. For the Owners share of flats that remain unsold, wherein no consideration is received by the Owners before obtaining occupancy certificate (OC), the value of services rendered shall be equal to the value of the last sold flat in the housing project closest to the OC.
- The Owners agreed to pay GST to the Developer within 7 days of raising an invoice.

Amritha
Apurva
Deepthi

Archana
Willis
Shishir

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Page 23 of 31

47. 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).
48. 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.
49. 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.
50. Within 7 days of obtaining building permit the Owners shall handover constructive possession of the Scheduled Land to the Developer.
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 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.
52. 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.
53. 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.
54. 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 JDA to be settled in monetary terms.
55. The Parties to this Agreement hereby agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they shall, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this Agreement by discussion, failing which, by arbitration. Any differences and disputes that are not resolved by mutual negotiation within a period of 15 days, after they have arisen, shall be referred to arbitration. The arbitration shall be referred to a sole arbitrator mutually appointed by the Parties. The arbitration shall be governed by the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be at Hyderabad and the language of arbitration shall be English. The award by the arbitrator shall be final and binding on the Parties.
56. This understanding is executed in two originals, one each for Owners and the Developer.

For Owners
Agan
Deepthi

For Developer
Archit
Vijay
Shishir



SCHEDULE OF THE LAND

All that portion of the land area to the extent of 5,136.83 sq yds forming a part of Sy. no. 32, situated at Muraharipally Village, under Yadaram Grampanchayat, Shamirpet Mandal, Medchal-Malkajgiri District and bounded by:

North	33' Road
South	60' Genome Valley Bypass Road
East	33' Road
West	Karimnagar Highway

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

Owner No. 1:

Owner No. 2:

Owner No. 3:

Owner No. 4:

Owner No. 5:

Owner No. 6:

M/s. AEDIS Developers LLP, Developer:

Witness no.1:

Address:

Witness no. 2:

Address:



ANNEXURE – I

Specification of construction of Flat(s):
Specification of construction of Flat(s):

Structure:	RCC.
Walls:	4"/6" solid cement blocks.
External painting:	Exterior emulsion (brand – Asian, Tata, JSW or similar).
Internal painting:	Smooth finish with OBD (brand – Asian, Tata, JSW, NCL or similar).
Flooring:	24" vitrified tiles (brand – Nitco or similar).
Door frames:	WPC.
Door Shutter:	Painted panel doors (brand – Masonite or similar).
Electrical:	Copper wiring with branded modular switches (brand – Gloster, Wipro, ABB or similar).
Windows:	UPVC windows with grills.
Bathrooms:	Branded ceramic tiles – 7 ft height (brand – Nitco or similar).
Plumbing:	CPVC & PVC pipes (brand – Astral, Prince, Sudhakar, Finolex, Supreme or similar).
Sanitary:	Branded sanitaryware (brand – Parryware, henware, Cera or similar).
CP fittings:	Branded quarter turn ceramic disc type (brand – Hindware, Cera or similar).
Kitchen platform:	Granite slab with 2 ft dado and SS sink (brand- Nirali or similar).
Lifts:	2 nos 8 passenger automatic lifts.
Fire permit:	Sprinklers, downcomers, hose-reel, fire alarm, etc., shall be provided As per provisional fire NOC.
Communication lines:	Provision for providing a digital and communication services like telephone, TV, internet shall be provided.

Owner No. 1:

Owner No. 2:

Owner No. 3:

Owner No. 4:

Owner No. 5:

Owner No. 6:

M/s. AEDIS Developers LLP, Developer:



ANNEXURE - II

Plan of Scheduled Land.

Owner No. 1:

[Signature]

Owner No. 2:

[Signature]

Owner No. 3:

[Signature]
Archit.

Owner No. 4:

[Signature]

Owner No. 5:

[Signature]

Owner No. 6:

[Signature]

M/s. AEDIS Developers LLP, Developer:

[Signature]


[Signature]


ANNEXURE – III

Draft Supplementary Joint Development Agreement cum General Power of Attorney with Possession

This Supplementary Joint Development Agreement is made and executed on this ____ day of _____, 2022 by and between:

1. Mrs. S. Premlahta, W/o Late Sri Sreekakulam Radha Swamy, aged about 79 years, R/o 10-3-85/17, Hanuman Temple Road, Teachers Colony, East Maredpally, Hyderabad – 500026, Aadhar no. 222552690261.
2. Mrs. K. Aparna, W/o. Dr. K.V. Rammohan, aged about 52 years, R/o 10-3-29/1, Hanuman temple street, East Maredpally, Secunderabad – 500026, Aadhar no. 774433454004.
3. Mrs. Deepthi Balagiri, W/o. V. Balagiri, aged about 48 years, R/o. Flat no. 203, Tower – C, Oberoi Esquire at Oberoi garden city off western express highway, Goregaon – East, Mumbai – 400063, Aadhar no. 311026650821.
4. Mr. K. Anchit, S/o. Mrs. K. Aparna, aged about 24 years, R/o 10-3-29/1, Hanuman temple street, East Maredpally, Secunderabad – 500026, Aadhar no. 908635961908.
5. Ms. Vithika Balagiri, D/o. Mrs. Deepthi Balagiri, aged about 24 years, R/o. Flat no. 203, Tower – C, Oberoi Esquire at Oberoi garden city off western express highway, Goregaon – East, Mumbai – 400063, Aadhar no. 230624588987.
6. Mr. Shishir Balagiri, S/o. Mrs. Deepthi Balagiri, aged about 20 years, R/o. Flat no. 203, Tower – C, Oberoi Esquire at Oberoi garden city off western express highway, Goregaon – East, Mumbai – 400063, Aadhar no. 771638877701.

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

AND

M/s. AEDIS Developers LLP, a Limited Liability Partnership having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003 and represented by its Designated Partner Mr. Dhanraj Krishna, S/o Late Mr. P.A. Krishnaraj, aged about 47 years, occupation Business. R/o. H. No. C-304, Golf Links Apartments, Yapral, Opp: Mani Enclave, Yapral, Jawahar Nagar, Medchal Malkajgiri District, Telangana – 500 087.

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. The Owners and the Developer have entered into a Joint Development Agreement cum General Power of Attorney (JDA) dated _____, registered as document nos. _____ at SRO _____ for development of Scheduled Land, details of which are given hereunder.
- B. Application for building permit for development of Scheduled Land was applied for and HMDA has issued letter no. _____ dated _____ approving the proposed development with certain terms and conditions, including payment of development charges/permit fees of Rs. _____/-.
- C. The details of the proposed development as per the building permit are as follows:
 - i. No. of flats: _____.
 - ii. Total saleable area of flats (super built-up area): _____ sft.
 - iii. Total parking area: _____ sft.
 - iv. Total no. of car parkings: _____.
 - v. Net land area for development after road widening: _____ sq yds.
 - vi. Undivided share of land for every 1,000 sft of saleable area/super built-up area: _____ sq yds.



Deepthi



Page 28 of 31

Shishir

- D. The division of saleable area/super built-up area, parking area, no. of flats, no. of car parkings, undivided share of land between the Owners and Developer of Scheduled Land C with respect to the above referred JDAs is as follows:

Sl. No.	Description	Share of owners	Share of Developer	Total
1.	No. of Flats			
2.	Total saleable area of flats (super built-up area) in sft.	_____ sft	_____ sft	_____ sft
3.	Total parking area in sft.	_____ sft	_____ sft	_____ sft
4.	Total no. of car parkings			
5.	Undivided share of land in sq yds	_____ sq yds	_____ sq yds	_____ sq yds

- E. Each flat shall be allotted one car parking. However, after allotting _____ car parks to _____ flats, _____ car parks shall remain unallotted. Out of the said _____ car parks, _____ car parks shall jointly belong to the _____ co-owners in proportion to their ownership and Scheduled Land. The remaining _____ unallotted car parkings shall exclusively belong to the Developer.
- F. The Owners and Developer have identified and determined their respective ownership of the _____ flats, along with proportional parking space proposed to be constructed in a group housing scheme named and styled as 'Morningglory Heights' together with their respective proportionate undivided share in the Scheduled Land. The details of the share of respective ownership of the parties is contained in Annexure A attached herein.
- G. The entire terrace area in the proposed apartment complexes in the Housing Project and other areas not specifically mentioned herein (less the area provided for common services like the lift rooms, water tanks, generator exhausts and antennae etc.,) shall belong to the Owners and the Developer in the ratio 30:70 respectively.
- H. The Scheduled Land on which the housing project is taken up will be transferred and conveyed to eventual purchasers of residential unit(s) as un-divided and unidentifiable share in proportion to the constructed area of the flats.
- I. The expression 'residential unit(s)' expressed above under the scheme of development of housing project shall mean and include unless it is repugnant to the context and meaning flat(s) together with undivided share in Scheduled Land and appurtenant parking or allotted parking in the basement floors. The Owners and Developer shall sell residential units to intending purchasers as a package.
- J. The details of share of residential units/flats belonging/allotted to the Owners and Developer are given in Annexure A. It is explicitly agreed between the Owners herein that each co-owner shall become exclusively owner of their share of flats/residential units allotted to them and that each co-owner shall be entitled to sell their share of flats/residential units along with parking and undivided share of land to prospective customers or their nominees without further reference to each other or the Developer. Similarly, it is explicitly agreed between the parties herein that the Developer shall become exclusive owner of its share of flats/residential units allotted to it and that the Developer shall be entitled to sell its share of flats/residential units along with parking and undivided share of land to prospective customers or their nominees without further reference to the Owners. The Owners and Developer shall execute all such documents that are required to transfer perfect title to nominees or prospective purchasers of the Owners/Developer's share of flats. At the request of the Owners the Developer shall join in executing sale deed/conveyance deed in favour of prospective purchasers. Similarly, at the request of the Developer, the Owners shall join in executing sale deed/conveyance deed in favour of prospective purchasers.



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- K. That the apportionment amongst Owners of the residential units 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 from non apportionment/non receipt of the residential units for whatever reason.
- L. That for the purposes of commencement of the development under this JDA, the Owners on this day, agree to let the Developer enter the Scheduled Land, excavate and start the development work and to do and perform all necessary acts for construction of the housing project. The Owner share delivered the constructive and actual position of the Scheduled Land to the Developer on this day.
- M. 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 769.23 sft of built-up area plus 230.77 sft of common areas. Super built-up area would exclude parking areas. The areas of flats/residential units mentioned herein are super built-up areas unless stated otherwise. The details of built-up areas and carpet areas of each flat is given in Annexure -A. The carpet area mentioned therein is as defined under the RERA Act, 2016, i.e., 'Carpet area means the net usable floor area of an apartment excluding the area covered by external walls, areas under service shafts, exclusive balcony or veranda area and exclusive open terrace area, but includes the area covered by internal partition walls of the apartment'.
- N. It is clarified that car parking in the basement shall be of two types: a. Single car parking shall mean a parking slot for one car admeasuring about 105 sft (about 7' 6" x 14') b. Family car parking shall mean a parking slot of two cars parked one behind the other admeasuring about 210 sft (about 7' 6" x 28'). The allotment of car parking shall be in proportion to the allotment of Flats to the Owners and the Developer. The Owners and the Developer shall sell single car parking or family car parking falling to their share to prospective customers by metes and bounds, as given herein.
- O. By way of Joint Development Agreement cum General Power of Attorney ___ bearing document no. ___ and this Supplementary Joint Development Agreement, the Developer shall be fully entitled to sell and convey residential units to prospective customers without any further reference to the Owners.
- P. 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.
- Q. This Supplementary Joint Development Agreement is executed in 2 originals one each for the Developer and Owners.
- R. The cost of registration and execution of this Supplementary Joint Development Agreement shall be borne by the Developer in full.
- S. It is agreed by all the Owners that Owner no. 2, Mrs. K. Aparna shall hereafter represent all the Owners for any communication with the Developer, statutory authorities, prospective customers and the like with regard to the day to day operations related to the housing project. The Owners agree to ratify any such correspondence by Owner no. 2 herein, as and when called for.

From the
Aparna
Duph



[Signature]



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Vishu
Shishir

SCHEDULE LAND

All that portion of the land area to the extent of 5,136.83 sq yds forming a part of Sy. No. 32, situated at Murharipally Village, under Yadaram Grampanchayat, Shamirpet Mandal, Medchal-Malkajgiri District and bounded by:

North	33' Road
South	60' Genome Valley Bypass Road
East	33' Road
West	Karimnagar Highway

In Witness whereof the Owners and Developer have affixed their signatures on this Supplementary Joint Development Agreement on the day, the month and year first above mentioned in presence of the following witnesses at Hyderabad

Owner No. 1: Mrs. S. Premlahta

Owner No. 2: Mrs. K. Aparna

Owner No. 3: Mrs. Deepthi Balagiri

Owner No. 4: Mr. K. Anchit

Owner No. 5: Ms. Vithika Balagiri

Owner No. 6: Mr. Shishir Balagiri

M/s. AEDIS Developers LLP, Developer:
Mr. Dhanraj Krishna, Designated Partner

Witness no.1:
Address:

Witness no. 2:
Address:

