

# මීපර්ෆංක तेलंगाना TELANGANA

Tran Id: 230731165840520965
Date: 31 JUL 2023, 04:59 PM
Purchased By:
RAMESH
S/o LATE NARSING RAO
R/o HYD
For Whom
SILVER OAK RELATY

773853

K.-SATISH KUMAR
LICENSED STAMP VENDOR
Lic. No. 16/05/059/2012
Ren.No. 16/05/029/2021
Plot No.227, Near C.C.Court,
West Marredpally,Sec-Bad
Ph 9849355156

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed on this 31<sup>st</sup> day of July, 2023 by and between:

- 1. Mr. Palle Narsimha Reddy, S/o. late P. Malla Reddy, aged about 64 years, Occupation: Agriculture, Resident of 2-3-63, Cherlapally, Village, Ghatkesar Mandal, R.R. District (Aadhar no. 463250739546).
- 2. Mr. Palle Venkat Reddy, S/o. late P. Malla Reddy, aged about 75 years, Occupation: Agriculture, Resident of 2-3-62, Cherlapally, Village, Ghatkesar Mandal, R.R. District (Aadhar no. 355864101144).
- 3. Mrs. Bayyannagari Samyukatha, (D/o. late Palle Narayana Reddy), W/o. Mr. B. Venkat Ram Reddy, aged about 41 years, Occupation: Housewife, Resident of 2-3-61, Cherlapally, Village, Ghatkesar Mandal, R.R. District (Aadhar no. 849747359312).
- 4. Mrs. Vinjamuri Maalathi, (D/o. late Palle Narayana Reddy), W/o. Mr. V. Ram Reddy, aged about 39 years, Occupation: Housewife, Resident of 2-3-61, Cherlapally, Village, Ghatkesar Mandal, R.R. District (Aadhar no.600501375839).

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5. Mrs. Palle Laxmi, W/o. Late Palle Narayana Reddy, aged about 70 years, Occupation: Housewife, Resident of 2-3-61, Cherlapally, Village, Ghatkesar Mandal, R.R. District (Aadhar no. 335848346850).

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

#### AND

Mr. P. Bal ram Reddy, S/o. Late P. Sanjeev Reddy, aged about 38 years, Occupation: Business, resident of Plot no. 157, Rock Town Colony, Mansoorabad, L.B. Nagar, Hyderabad – 500 068 (Aadhar No. 757858124287).

Hereinafter referred to as the Confirming Party.

#### In favour of

M/s. Silver Oak Realty, a partnership firm having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad – 500 003 and represented by its partner Mr. Soham Modi, S/o. Late Satish Modi, aged about 53 years, Occupation Business (Pan No. ABMPM6725H, Aadhaar No.3146 8727 4389).

Hereinafter referred to as the Developer.

The expressions Owners, Confirming Party 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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- 1. Late Shri P. Sai Reddy, S/o. Late Shri Yella Reddy, Late Shri P. Malla Reddy, S/o. Late Shri Yella Reddy, Late Shri Ram Reddy, S/o. Late Shri Linga Reddy and Late Shri Narsa Reddy (alias Narsi Reddy), S/o. Late Shri Sai Reddy were the original pattedars of agricultural land admeasuring about Ac. 18-10 Gts., forming a part of survey nos. 11, 12, 14, 15, 16, 17, 18 & 294 (part), of Cherlapally Village, Ghatkesar Mandal, Medchal Malkajgiri District (formerly known as Ranga Reddy District).
- 2. Whereas Shri. P. Sanjeev Reddy is the only son and legal heir of Late Shri. P. Sai Reddy.
- 3. Whereas Late Shri P. Malla Reddy was survived by three sons and legal heirs namely Late P. Narayana Reddy, Shri P. Narsimha Reddy and Shri P. Venkat Reddy.
- 4. Whereas Late Shri Narsa Reddy alias Narsi Reddy was survived by his four sons and legal heirs namely Shri P. Prabhakar Reddy, Shri P. Bal Reddy, the husband of Smt. P. Renuka Shri P. Ravinder Reddy and Shri P. Sanjeev Reddy. Shri P. Bal Reddy had gifted the agriculture land belonging to him admeasuring about Ac. 1-39 Gts., in Sy. Nos. 11 (Ac. 0-10 Gts.), Sy. No.12 (Ac.0-08 Gts.), Sy. No. 15 (Ac. 0.07 Gts.), Sy.No. 16 (Ac. 0-07 Gts.), Sy. No. 17 (Ac. 0-04 Gts.) Sy. No. 116 (Ac. 0-05 Gts.), Sy. No. 117 (Ac. 0-04 Gts.), Sy. No. 148 (Ac. 0-04 Gts.), Sy. No. 149 (Ac. 0-08 Gts.) and Sy. No. 294 (Ac. 0-17 Gts.) of Cherlapally Village, Ghatkesar Mandal, R.R. District to his wife Smt. P. Renuka by way of gift settlement deed bearing document no. 3050/04 dated 12.03.2004 registered at SRO, Uppal.
- 5. Where Late Shri P. Ram Reddy was survived by his three sons and legal heirs namely Late Shri Sarabha Reddy, Late Shri Narsimha Reddy and Shri Pratap Reddy. Late Shri. Sarabha Reedy was survived by his two sons namely Shri P. Purushotham Reddy and Shri P. Venkat Ram Reddy. Late Shri. P. Narsimha Reddy is presumed dead as he is missing for over 2 decades. Late Shri. P. Narsimha Reddy was survived by his wife Smt. P. Susheela, and son Shri P. Narender Reddy.
- 6. After the death of the original pattedars referred above, Sri. Palle Sanjeev Reddy, Sri. Palle Prabhakar Reddy, Smt. Palle Renuka, Sri. Palle Ravinder Reddy, Sri. Palle Pratap Reddy, Sri. Palle Purushotham Reddy, Sri. Palle Venkat Ram Reddy, Smt. Palle Susheela, Late Palle Narayana Reddy, Palle Narsimha Reddy, Palle Venkat Reddy and Shri. P. Sanjeev Reddy (collectively referred to as Original Owners) being the only legal heirs of the original pattedars became the lawful owners and possessors of land admeasuring about Ac. 18-10 Gts., forming a part of survey nos. 11, 12, 14, 15, 16, 17, 18 & 294 (part), of Cherlapally Village, Ghatkesar Mandal, Medchal Malkajgiri District.
- 7. After due proceedings of the MRO/RDO, the names of the Original Owners were mutated in the revenue records. Pahanis for the year 2002-03 reflect their names as owners and possessors of land admeasuring about Ac. 18-10 Gts., forming a part of survey nos. 11, 12, 14, 15, 16, 17, 18 & 294 (part), of Cherlapally Village, Ghatkesar Mandal, Medchal Malkajgiri District. Patta Passbook and title book have been issued to them by the Mandal Revenue Office, Ghatkesar Mandal, R.R. District as per the details given below.

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S. No.	Name of Pattedar	Patta & Passbook no.	Title no.	book		Extent
1.	P. Sanjeev Reddy	20 & 177970	10420		Sy. No. 14 Sy. No. 18 Sy. No. 294	Ac. 1-06 Gts. Ac. 1-00 Gts. Ac. 1-28 Gts.
2.	P. Prabhakar Reddy	9 &177959	10409		Sy. No. 11 Sy. No. 12 Sy. No. 15 Sy. No. 16 Sy. No. 17	Ac. 0-09 Gts. Ac. 0-09 Gts. Ac. 0-07 Gts. Ac. 0-07 Gts. Ac. 0-07 Gts. Ac. 0-04 Gts.
3.	P. Bal Reddy	7 &177957	10407		Sy. No. 294 Sy. No. 11 Sy. No. 12 Sy. No. 15	Ac. 0-17 Gts. Ac. 0-10 Gts. Ac. 0-08 Gts. Ac. 0-07 Gts.
Э.		7 & 177937	10407		Sy. No. 16 Sy. No. 17 Sy. No. 294 Sy. No. 11	Ac. 0-07 Gts. Ac. 0-04 Gts. Ac. 0-17 Gts. Ac. 0-09 Gts.
4.	P. Ravinder Reddy	10 &177960	10410		Sy. No. 12 Sy. No. 15 Sy. No. 16 Sy. No. 17	Ac. 0-09 Gts. Ac. 0-06 Gts. Ac. 0-07 Gts. Ac. 0-04 Gts.
5.	P. Pratap Reddy	14 &177964	10414		Sy. No. 294 Sy. No. 14 Sy. No. 18 Sy. No. 294	Ac. 0-17 Gts. Ac. 0-15 Gts. Ac. 0-13 Gts. Ac. 0-23Gts.
6.	P. Purushotham Reddy	24 &114695	12506		Sy. No. 14 Sy. No. 18 Sy. No. 294	Ac. 0-08 Gts. Ac. 0-06 Gts. Ac. 0-12 Gts.
7.	P. Venkat Ram Reddy	12 &114694	12505		Sy. No. 14 Sy. No. 18 Sy. No. 294	Ac. 0-08 Gts. Ac. 0-07 Gts. Ac. 0-12 Gts.
8.	P. Susheela Reddy	13 &114696	12507		Sy. No. 14 Sy. No. 18 Sy. No. 294	Ac. 0-15 Gts. Ac. 0-13 Gts. Ac. 0-23 Gts.
9.	P. Narayana Reddy	4 &177954	10404		Sy. No. 11 Sy. No. 12 Sy. No. 15 Sy. No. 16 Sy. No. 17 Sy. No. 294	Ac. 0-13 Gts. Ac. 0-12 Gts. Ac. 0-09 Gts. Ac. 0-09 Gts. Ac. 0-05 Gts. Ac. 0-23 Gts.

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			1	1 (1977) 100(1998) 100(1997)	TOTAL THEORY SOURCES STREET
	P. Narsimha	6 &177956	10406	Sy. No. 11	Ac. 0-12 Gts.
10				Sy. No. 12	Ac. 0-11 Gts.
				Sy. No. 15	Ac. 0-09 Gts.
10.	Reddy	0 &177930		Sy. No. 16	Ac. 0-09 Gts.
				Sy. No. 17	Ac. 0-05 Gts.
				Sy. No. 294	Ac. 0-22 Gts.
				Sy. No. 11	Ac. 0-13 Gts.
1	P. Venkat Reddy	5 &177955	10405	Sy. No. 12	Ac. 0-12 Gts.
11.				Sy. No. 15	Ac. 0-09 Gts.
11.				Sy. No. 16	Ac. 0-09 Gts.
				Sy. No. 17	Ac. 0-05 Gts.
				Sy. No. 294	Ac. 0-22 Gts.
				Sy. No. 11	Ac. 0-10 Gts.
	P. Sanjeev Reddy	8 &177958	10408	Sy. No. 12	Ac. 0-09 Gts.
12.				Sy. No. 15	Ac. 0-07 Gts.
				Sy. No. 16	Ac. 0-07 Gts.
				Sy. No. 17	Ac. 0-04 Gts.
				Sy. No. 294	Ac. 0-17 Gts.

- By virtue of the above referred documents, recitals and records, the Original Owners 8. became the absolute owners and possessors of about Ac. 18-10 Gts., forming a part of survey nos. 11, 12, 14, 15, 16, 17, 18 & 294 (part), of Cherlapally Village, Ghatkesar Mandal, Ranga Reddy.
- 9. Whereas a portion of the land, admeasuring about Ac. 0-39 gts., referred above was encroached and effected in the existing road. The Original Owners were in possession of the balance land admeasuring about Ac. 17-11 Gts., forming a part of survey nos. 11, 12, 14, 15, 16, 17, 18 & 294, of Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District. Whereas vide a registered Partition Deed bearing no. 12389/2007, dated 31.10.2007 executed between the Original Owners the share of land of Shri P. Sanjeev Reddy was separated by metes and bounds. Whereas the Remaining Owners (i.e., the Original Owners minus P. Sanjeev Reddy) became the absolute owners and possessors of undivided share in the balance land admeasuring about Ac. 15-37 Gts., forming part of survey nos. 11, 12, 14, 15, 16, 17, 18 & 294, of Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District.
- The Remaining Owners have retained about Ac. 0-05 gts., out of the above land and sold the remaining land admeasuring Ac. 15-32 gts., to the Developer herein by way of sale deeds / Agreement of sale cum GPA, details of which are given below and registered at SRO Uppal.

Sl. No.	Type of document	Document no	Document date	Area
1	Sale deed	12466/07	05.10.2007	Ac. 4-00 gts
2	Sale deed	1359/08	07.02.2008	Ac. 3-00 gts
3	Sale deed	4783/08	17.05.2008	Ac. 0-35 gts
4	Agr. of sale cum GPA	4784/08	17.05.2008	Ac. 7-37 gts

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- 11. The Developer has sold land admeasuring Ac. 0-22 gts., out of the above said land to Shri Ramkrishna Reddy and others vide sale deed bearing no. 7459/2008 dated 31.07.2008, registered at SRO Uppal.
- 12. Late P. Narayana Reddy was survived by his wife, Owner no. 5 herein and 2 daughters i.e., Owner no. 3 & Owner no. 4 herein.
- 13. Ega Sattayya and Ega Bikshapathi were the original owners and pattedars of Sy. no. 133 of Cherlapally Village. Their names were appropriately reflected in the pahanis and revenue records. After their death the land devolved their legal heirs. The legal heirs of late Ega Bikshapathi viz., Eega Balaraju, Eega Yadgiri, Eega Pandu, Eega Rukkamma sold their Ac. 0-33 gts., in Sy. no. 133 of Cherlapally Village to Jampani Appa Rao by way of sale deed bearing no. 13432/06, dated 12<sup>th</sup> September, 2006 registered at SRO Uppal. The legal heirs of late Ega Sattayya viz., Ega Laxmi, Ega Anjaneyulu, Madaboina Vijayalaxmi, Madaboina Balamani, Neerudu Bhagyalaxmi and Ega Manamma sold the balance land admeasuring Ac. 0-33 gts., in Sy. No. 133 of Cherlapally Village to P. Narsimha Reddy and P. Ventak Reddy (Owner nos. 1 and 2 herein), by way of sale deed bearing document no. 11916/2006 dated 24<sup>th</sup> July, 2006 registered at SRO Uppal.
- 14. Whereas Owner no.1, Owner no. 2 became absolute owners of Ac. 0-33 gts., (3,993 sq yds) in Sy. No. 133 of Cherlapally Village, Ghatkesar Mandal, Medchal Malkajgiri District, Telangana. Their names were appropriately reflected in the Dharani portal and patta passbook have been issued to them. The said piece of undeveloped land is more fully described in the schedule given herein along with the plan attached herein and is hereinafter referred to as Schedule A Land.
- 15. The Confirming Party is the son of late P. Sanjeev Reddy. He has been instrumental in bringing together the Original Owners and mediating between them and the Developer for the purpose of sale of Ac. 15-10 gts., by the Remaining Owners to the Developer. He continues to play a key role in ensuring that the relation between the Owners and the Developer are cordial and the terms of development under this understanding are adhered to both the parties in the spirit of cooperation with each other. At the request of the Owners and Developer, the Confirming Party has agreed to join in executing this understanding.
- The Developer herein had purchased Ac. 7-37 gts., by way of Agreement of Sale cum General Power of Attorney (AGPA) from the Remaining Owners by way of document no. 4784/08 wherein the Developer had agreed to pay a total consideration of Rs. 5,53,90,000/- to the Vendors of the said AGPA. The Vendors of the said AGPA included Owner no.1, Owner no. 2 and late P. Narayana Reddy (the father of Owner nos. 3 & 4/husband of Owner no. 5 herein). Due to the world-wide financial crisis in the year 2008/2009 the Developer herein could not fully complete its obligations to the Vendors in the time provided under the said AGPA. Differences arose between the parties to the said AGPA. However, with the mediation of the Confirming Party herein all differences were amicably settled. The Developer agreed to sell 5,314 sq yds (out of the Ac. 7-37 gts., purchased by way of AGPA, forming a part of Sy. nos. 18 of Cherlapally Village) to Owner no. 1, Owner no.2 and late P. Narayana Reddy for a consideration of Rs. 86,42,000/- in lieu of the amount payable by the Developer to them. The Developer had agreed to execute sale deed/conveyance deed in favour of Owner no. 1, Owner no.2 and late P. Narayana Reddy for the said 5,314 sq yds. Thereafter the Vendors to the said AGPA executed a receipt in favour of the Developer dated 23-07-2010 confirming receipt of the entire consideration of Rs. 5,53,90,000/-.

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- 17. The Developer acknowledges the receipt of full consideration from Owner no. 1, Owner no. 2 and late P. Narayana Reddy for the said 5,314 sq yds forming a part of Sy. no. 18, of Cherlapally Village, Ghatkesar Mandal, Medchal Malkajgiri District, Telangana hereinafter referred to as the Scheduled B Land and more fully described in the schedule given under.
- 18. The conveyance deed/ sale deed proposed to be executed by the Developer in favour of Owner no. 1, Owner no. 2 and late P. Narayana Reddy was never executed. Once again differences arose between the parties with respect to execution of the sale deed /conveyance deed. In the meantime late P. Narayana Reddy passed away and his legal heirs i.e., Owner nos. 3, 4 & 5 herein made a claim of ownership and/or rights to part of the said 5,314 sq yds. After several deliberations and negotiations the differences were amicably resolved with the help of the Confirming Party. The Developer along with the Owners herein agreed to develop Scheduled Land A along with the Scheduled Land B into a residential complex and the Owners would receive a part of the constructed area in lieu of their claim /rights on the Scheduled B Land.
- 19. A Housing Project is proposed to be constructed on Scheduled A Land along with Scheduled B Land combined together as a single parcel of land, which is hereinafter referred to as the Scheduled Land and more fully described in the schedule given hereunder.
- 20. The Developer has agreed to develop the entire Housing Project at its risk and cost and allot a portion of the constructed area to the Owners herein as per the terms contained herein.
- 21. The Owners herein have agreed to transfer part of their rights, title and claim on the Scheduled B Land which the Developer had acquired by APGA bearing document no. 4784/08 in lieu of the constructed area being allotted to them under this JDA.
- 22. The Owners have accepted the proposal of the Developer to develop the Scheduled Land by constructing a Housing Project consisting of residential apartments/ flats along with common amenities like clubhouse, roads, drains, water & electricity supply, landscaping, gates, children's park, compound wall, sports & recreational facilities, etc.
- 23. M/s. Modi Properties Pvt. Ltd., is a leading developer in Hyderabad for over 4 decades. The Developer herein is a subsidiary/associate of M/s. Modi Properties Pvt. Ltd. The Developer is in the business as real estate developers and managers and the Owners have agreed to let the Developer undertake the development of the Scheduled Land. The Owners do not have adequate expertise and experience in taking up the Housing Project on their own and have agreed to let the Developer develop the Housing Project as the Developer has the requisite resources and expertise.

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24. Whereas the Developer developed part of the said Ac. 15-10 gts., into a group housing scheme known as Silveroak Villas. The said group housing scheme consists of 212 independent houses/villas. Permit for the said development was obtained in phases as per details given below:

S1.	Permit no.	Permit date	Land area for	No. of houses/
No.			development	villas
1.	53202/HO/EZ/Cir-1/2016	03.05.2017	17,874.79 sq mtrs	68
2.	53421/HO/EZ/Cir-1/2016	06.01.2018	6,637.18 sq mtrs	27
3.	1/C1/15777/2019	31.10.2019	29,717.86 sq mtrs	114

- 25. The Developer herein left undeveloped a portion of the land purchased by it. The Developer has agreed to develop part of the undeveloped land, being Scheduled B Land herein admeasuring about 5,314 sq yds.
- 26. 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 flats along with certain common amenities.
- 27. The parties hereto are desirous of recording the understanding reached amongst them with respect to the development of the entire Scheduled Land into writing as given herein.
- 28. 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 about 9,307 sq yds forming a part of Sy. Nos. 18 & 133 of Cherlapally Village, Ghatkesar Mandal, Medchal Malkajgiri District, Telangana, being the Scheduled Land, subject to the terms and conditions hereinafter contained.
- 29. The Developer keeping in view the optimum utilization of land, salability and other relevant factors intends to undertake development of the residential housing project with the following salient features:
  - 29.1. A highrise building of 7 or 8 floors shall be constructed to maximize the salable area.
  - 29.2. Parking shall be provided in basement / stilt floors. Atleast one car parking shall be provided for each Flat(s).
  - 29.3. A clubhouse of admeasuring about 3% of the total built-up area shall be constructed on the Scheduled Land with facilities like banquet hall, gym, recreation room, swimming pool, etc.
  - 29.4. 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).
  - 29.5. Several types of 3BHK Flats are proposed to be constructed having an super built-up area of about 1,200 sft to 1,700 sft.
  - 29.6. Common amenities and utility services like roads, footpaths, water supply, electric power supply, children's park, tree plantation, sports facilities, etc., shall also be developed on the Scheduled Land.

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- 29.7. 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.
- 29.8. The entire development with Flat(s) and Common Amenities shall hereinafter be referred to as the Housing Project.
- 29.9. 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 10 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.
- 29.10. The Owners and Developer shall register the Housing Project under RERA and agreed to abide by its rules.
- 30. 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.
- 31. The parties hereto have agreed that under the scheme of development the Developer shall take the entire responsibility of developing the Housing Project which inter-alia includes construction of Flat(s) and Common Amenities at its cost, risk and expense.
- 32. 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, 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 15 days of this MOU. Upon approval of the schematic plan by the Owners, the Developer shall make an application for sanction/building permit within 15 days of the Owners approval.
- 33. Nature of the transaction between the Owners and the Developer:
  - 33.1. The Owners agree to transfer 65% undivided share in the Scheduled A Land to the Developer.
  - 33.2. The Owners agree to transfer 65% of their rights in Scheduled B Land to the Developer.
  - 33.3. The Developer agrees to pay the consideration for the land transferred (or rights relinquished) to it by the Owners in kind, by constructing flats on the balance 35% undivided share in land retained by the Owners at the cost of the Developer.
  - 33.4. During the course of development and on completion of the development on the Scheduled Land, the Developer shall become exclusive owner of 65% of the Flat(s) proposed to be constructed thereon along with appurtenant 65% undivided share in the Scheduled Land.

33.5. During the course of development and on completion of the development on the Scheduled Land, the Owners shall become exclusive owner of 35% of the Flat(s) proposed to be constructed thereon along with appurtenant 35% undivided share in the Scheduled Land.

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- 33.6. The share of flats of the Owners and Developer shall be identified and recorded at the time of obtaining building permit by way of a Supplementary Joint Development Agreement Supplementary JDA.
- 33.7. The Owners and Developer shall be absolutely authorized to sell their share of Flat(s) along with car parking and undivided share of land to prospective purchasers without any further reference to each other.
- 33.8. The Owners, Developer and prospective purchasers shall be entitled to enjoy the common Amenities, easement rights and other such rights in the Housing Project without claiming exclusive ownership of the same.
- 34. In consideration of the aforesaid 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, 35% (thirty five 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 (or relinquish) 65% (sixty five percentage only) of the total undivided share in the Scheduled Land in favour of the Developer and /or its nominees.
- 35. The consideration payable by the Developer to the Owners for sale and transfer of 65% of undivided share in the Scheduled Land pertaining to 65% the total Flat(s) proposed to be developed/constructed is by way of development/construction and delivery of 35% 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 35% 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 65% of undivided share in Scheduled Land pertaining to 65% of the total Flat(s) proposed to be developed/constructed.
- 36. Accordingly, the consideration payable by the Developer to the Owners for transfer of 65% undivided share in the Scheduled Land shall be deemed and equal to the cost of construction of 35% share of the total Flat(s) proposed to be constructed. The estimated value of construction of the Owners share of Flat(s) is about Rs. 2,300/- per sft. It is agreed between the parties herein that the Owners are transferring immovable property to the Developer in lieu of consideration being paid in kind by way of construction of flats on the Owners share of 35% in the Scheduled Land. For the purposes of valuation under section 16 of the GST Act, the consideration payable by the Developer to the Owner shall be Rs. 2,300/- per sft + 10% profit multiplied by the total area of flats constructed by the Developer for the Owners.
- 37. It is further agreed that this MOU does not envisage any transfer of development rights, TDR, any other rights of whatsoever nature apart from what is given herein.
- 38. The Developer's right to get 65% 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 35% of Flat(s) on the Schedule Land are valued equally.

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39. Owner no. 1 to Owner no. 5 shall be collectively and together entitled to 35% 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 Owner no. 1 to Owner no. 5 in the ratio given under. 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.

Sl. No.	Owner	Percentage share in the 35% Flats
		falling to the share of the Owners
1.	Palle Narsimha Reddy	32.48%
2.	Mr. Palle Venkat Reddy	40.47%
3.	Mrs. Bayyannagari. Samyukatha	9.02%
4.	Mrs. Vinjamuri Maalathi	9.02%
5.	Mrs. Palle Laxmi	9.02%

- 40. The Developer shall be entitled to the remaining 65% of Flat(s) in the Housing Project on the Scheduled Land.
- 41. The entire terrace area in the proposed Housing Project and other areas not specifically mentioned herein shall belong to the Owner and the Developer in the ratio of flats which are shared as given herein. Specifically, the ratio of ownership between the Developer and Owners shall be 65% and 35% respectively.
- 42. 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.
- 43. 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:
  - 43.1. That all owners/tenants/users of Flat(s) shall keep and maintain their flats 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.
  - 43.2. 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
    - 43.2.1. throw dirt, rubbish etc. in any open place, compound, road, etc. not meant for the same;
    - 43.2.2. use the Flat for any illegal, immoral, commercial & business purposes;

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- 43.2.3. use the Flat in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / purchasers in the Housing Project;
- 43.2.4. store any explosives, combustible materials or any other materials prohibited under any law;
- 43.2.5. install grills or shutters in the balconies, main door, etc.;
- 43.2.6. change the external appearance of the Flat(s);
- 43.2.7. install cloths drying stands or other such devices on the external side of the Flat(s);
- 43.2.8. store extraordinary heavy material therein;
- 43.2.9. to use the roads or passages for storage of material;
- 43.2.10. place shoe racks, pots, plants or other such material in the roads or passages of common use.
- 44. 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.
- 45. 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.
- 46. 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.
- 47. 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. 75,000/- 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).

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- 48. 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).
- 49. 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. The Owners hereby guarantee to the title of the Scheduled Land and shall indemnify the Developer against any losses caused due to defect in the title of the Scheduled Land.
- 50. That it is agreed to name the housing project as "Silveroak Grande". The name may be changed before start of the project only on mutual agreement.
- 51. 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 permits/sanction from GHMC/local municipality and other concerned authorities for construction. The Owners have on this day handed over possession of the Scheduled Land to the Developer.
- 52. That the Developer shall be responsible for obtaining necessary permit/sanction from GHMC/local municipality 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 or its nominees. Further, the Owners shall do all such acts and deeds and execute necessary documents that may be required for this purpose. The Developer undertakes to obtain the sanction/permit for construction within 3 months from the date of submitting the application along with plans to GHMC/local municipality with the further grace period of 3 months. The Developer shall bear the cost of obtaining statutory building permits/approvals which shall include cost of obtaining environment NOC, fire NOC, building permit, AAI NOC, CFE, CFO, water supply charges and electricity supply charges. 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, GHMC/Urban Development Authority/Local Municipality, ULC Department, etc., for under given purposes.

53.1. For obtaining a no objection certificate or any other similar sanctions, permissions that may be required except fees and charges payable by the Developer for obtaining statutory permits/sanctions as given above.

53.2. For regularization of usage of Scheduled Land for the development envisaged under this understanding.

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- 53.3. 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.
- 53.4. Conversion of land from agricultural use to residential use in the Revenue Department or other relevant departments under the (Non Agricultural Lands Assessment) NALA Act 2006.
- 54. That a detailed plan showing identification and division of their respective share of Flat(s) in the ratio of 65:35 amongst the Developer and the Owners respectively shall be made after obtaining sanction / permission from GHMC for the proposed development of the Housing Project. However it is specifically agreed that the division shall be such that the Developer and Owners get equitable share in the Flat(s) as per the above ratio. It is further agreed that the division of Flat(s) shall be made in such a manner that the Developer and Owners get equitable share in the Flat(s) as per the above ratio in each of the following:

54.1. Number of Flat(s).

54.2. The aggregate Super built-up area of the Flat(s).

54.3. Flat(s) of different kinds considering corner and middle Flat(s), types of the Flat(s), areas of the Flat(s), east and west facing Flat(s), floors, etc.

54.4. No. of car parkings.

54.5. Flats mortgaged to GHMC/local authority.

The Owners share of Flat(s) shall be further sub-divided between Owner no. 1 to Owner no. 5 equally and equitably as given above.

- 55. 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 750 sft of built-up area plus 250 sft of common areas. Super built-up area would exclude parking areas. Sales shall be made on super built-up area.
- 56. The Owners agree to execute and register a Joint Development Agreement/ and/or General Power of Attorney cum Joint Development Agreement (JDA) in favour of the Developer within 60 days of this MOU. The JDA shall contain the terms and conditions mentioned herein along with a General Power of Attorney in favor of the Developer to enable it to obtain necessary sanctions/permits, develop the land and sell its share of Flats to prospective purchasers without any reference to the Owners. The cost of registration and stamp duty for execution of the JDA shall be borne by the Developer.
- 57. That on receipt of demand for payment of fees and charges for building permit from GHMC/local authority/statutory authorities, the parties shall enter into a Supplementary JDA or add an annexure to the JDA to clearly distribute/allocate the Developers and Owners share of Flats proposed to be developed/constructed on the Schedule Land together with Common Amenities in terms of this understanding.

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- 58. 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.
- 59. 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.
- 60. 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.
- 61. 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.
- 62. 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 site 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.
- 63. 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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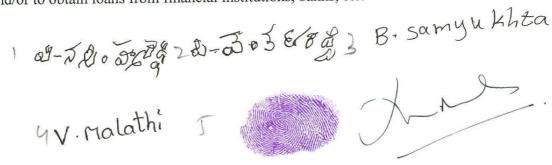
- 64. The Developer and the Owners shall ensure by incorporating necessary clause in agreement of sale / sale deed and/or any other agreements entered into with the purchasers / buyers that the respective purchasers / buyers of Flat(s) shall become a member of the association / society that has been 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.
- 65. That the Developer hereby undertake and agree to construct the Flat(s) and deliver to Owners their share of Flat(s) within 24 months from the date of receipt of sanction / permission for construction from appropriate authorities, subject to 6 months grace period. The Developer assures the Owners that there will not be a time over run of more than 6 months in handing over the agreed area except for reasons beyond its control (such as any natural calamities, abrupt change in Government Policies, unexpected shortage of materials, etc.). The Owners agree for such grace period of 6 months. In case of delay beyond the time stipulated, except for reasons beyond control (i.e., force majeure event), the Developer will pay the Owners a sum of Rs. 6/- 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 24 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.
- 66. 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). The parties herein have agreed that an advance intimation of 30 days by the Developer to the Owners for completion of the Flat shall be deemed to be handover of the completed Flat to the Owners. The Owners shall inspect the Flat within 7 days of such an intimation and provide a written list of snags to the Developer and the Developer shall be obliged to complete the works within the said 30 days period. The completion/handover of the Flat by the Developer to the Owners shall not be linked to obtaining completion certificate, occupancy certificate or any such statutory approval or NOC.

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- 67. 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).
- 68. 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.
- 69. That the Developer will provide the requisites amenities to all the Flat(s) such as water, electricity, drainage connections, electric transformers, meters, etc.
- 70. That the stamp duty and registration charges 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.
- 71. The Parties herein agree that as per the prevailing rules under the GST Act the liability to pay GST shall be as under. Each party or their prospective purchasers shall pay GST as under.
  - 71.1. The Developer shall raise GST invoices at the rate of 5% (prevailing rate subject to change) on the estimated value of construction cost of each Flat + 10% profit, in stages, based on milestones in favour of the Owners. The Owners shall be liable to pay the GST amount to the Developer within 15 days of raising such an invoice.
  - 71.2. The Owners shall inturn raise GST invoices in favour of its prospective purchasers at the rate of 5% on the actual value of sale. The Owners shall be entitled to claim ITC (input tax credit) based on the invoices raised by the Developer in favour of the Owners as given above. However, such input credit can be claimed for sales made before receipt of occupancy/completion certificate.
  - 71.3. The Developer shall raise GST invoices at the rate of 5% in favour of its prospective purchasers on the actual value of sale.
  - 71.4. The above shall be subject to change in rate or rules from time to time.
- 72. 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).
- 73. 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 and/or to obtain loans from financial institutions, banks, etc.



74. The Owners have requested the Developer to deposit an amount of Rs. 187.50 Lakhs (Rupees One Hundred and Eighty Seven Lakhs and Fifty Thousand only) as security deposit towards performance guarantee for fulfilling its obligations under this Memorandum of Understanding. The Developer has paid Rs. 98,02,000/- Lakhs (Rupees Ninety Eight Lakhs and Two thousand only) as per details given below to the Owners as on this date. Additional security deposit of Rs. 89,48,000/- shall be paid by the Developer to the Owners at the time of execution of JDA in favour of the Developer and on receipt of letter for payment of fees and charges from GHMC/local authorities towards permit for construction and at the time of execution of Supplementary JDA. The Security deposit shall be refunded to the Developer on completion of the Falts falling to the share of the Owners, on a pro-rata basis and within 15 days of intimation by the Developer to the Owners for refund of the same. Each Owner shall refund proportionate security deposit based on the area of the Flats allotted to them on completion of each Flat. The Developer shall handover possession of each Flat to the respective Owner within 7 days of receipt of refund of proportionate security deposit along with other charges.

S	Date	Amount in	Cheque /	Drawn on	In favour of
No		Rs.	Pay order		
1.	05-05-2023	15,43,000/-	331401	YES Bank	Palle Narsimha Reddy
2.	05-05-2023	15,98,000/-	331404	YES Bank	P. Venkat Reddy
3.	05-05-2023	3,45,000/-	331406	YES Bank	Bayyannagari. Samyukatha
4.	05-05-2023	3,45,000/-	331407	YES Bank	Vinjamuri Maalathi
5.	13-06-2023	3,46,000/-	YESBR	YES Bank	Palle Laxmi
			5202306139		
			7882365000		
			000395320		
6.	04-07-2023	18,67,500/-	906287	YES Bank	Palle Venkat Reddy
7.	04-07-2023	6,30,000/-	906288	YES Bank	Palle Laxmi
8.	04-07-2023	6,30,000/-	906290	YES Bank	Vinjamuri Maalathi
9.	04-07-2023	6,30,000/-	906289	YES Bank	Bayyannagari Samyukta
10.	14-07-2023	18,67,500/-	YESBR	YES Bank	Palle Narsimha Reddy
			5202307		
			14982		

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

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76. The Owners and Developer have mutually agree to jointly undertake to complete the following:

76.1. 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.

76.2. To provide all such documents that may be required for completing the due diligence

and to verify the title of the land as requested by the Developers lawyers.

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

- 77. The Owners and Developer have mutually agreed that this understanding can be unilaterally cancelled by the Developer in case of one or more the following events:
  - 77.1. In case of receiving objections from potential claimants against the Scheduled Land in response to the public notice or otherwise.
  - 77.2. Failure to obtain sanction/building permit within the time specified herein. In such an event the Owners shall refund the security deposit within 60 days of such a cancellation to the Developers and in case of failure to do so the Developer shall be entitled to recover the same along with interest @ 18% per annum.
- 78. The Owners and Developer have mutually agreed that this understanding can be unilaterally cancelled by the Owner in case of the following event: a. Failure to obtain sanction/building permit within the time specified herein.

In such an event the Owners shall refund the security deposit within 60 days of such a cancellation to the Developers and in case of failure to do so the Developer shall be entitled to recover the same with interest @ 18% per annum.

- 79. 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.
- 80. 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.
- 81. The Owners shall sign all documents, applications, appeals, affidavits, plans, letters, representations, etc., that may be required for obtaining statutory permits for development of the Housing Project. At the request of the Developer the Owners shall register a General Power of Attorney in favour of the Confirming Party herein to enable him to represent the other Owners for the purposes of obtaining statutory permits and for signing the Supplementary JDA.
- 82. 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.

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- 83. 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 only its share of Flat(s) to such financers as security. The Owners shall not object to the same and shall provide NOC to such financers for the said purpose as and when requested for by the Developer. However, the Developer or its bankers/finance companies shall not be entitled to create any charge or encumbrance of whatsoever nature on the Owners share of Flats.
- 84. 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.
- 85. The Owners shall handover custody of the original title documents related to Scheduled Land A to the Developer on receipt of building permit. This is to enable banks and finance companies to verify the original title documents of the Scheduled Land for the purposes of obtaining loans for the Housing Project and to enable prospective purchasers of the Housing Project to obtain housing loans.
- 86. All the disputes or differences between the Owners and the Developer arising out of, or in connection with, this understanding shall be decided through arbitration of two arbitrators; one to be appointed by the Owners and the other to be appointed by the Developer and the two arbitrators appointing the third arbitrator. The venue of the arbitration proceedings shall be Hyderabad and the provisions of Arbitration and Conciliation Act, 1996, shall be applicable to such proceedings. Law courts in Hyderabad shall alone have exclusive jurisdiction over all matters arising out of, or in connection with this understanding to the exclusion of all other law courts.
- 87. This understanding is executed in four originals, one each for Owner no 1, Owner no. 2, Owner nos. 3 to 5 & Developer.

## Details of Scheduled A Land

All that portion of land having an extent of Ac. 0-33 gts.,/3,993 sq yds forming a part of Sy. No. 133 of Cherlapally Village, Ghatkesar Mandal, Medchal – Malkajgiri District, Telangana under S.R.O. Uppal and bounded by:

CI D.N.O. (	oppar and bounded by:	
North	Land in Sy. no. 132	
South	Land in Sy. no. 11	
East	Balance land in Sy. no. 133	
West	Land in Sy. no. 18	

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# Details of Scheduled B Land

All that portion of land having an extent of 5,314 sq yds forming a part of Sy. No. 18, forming part of Cherlapally Village, Ghatkesar Mandal, Medchal - Malkajgiri District, Telangana under S.R.O. Uppal and bounded by:

North	Neighbours Land	
South	40' Road	
East	Sy. No. 133	
West	Land belonging to P. Sanjeev Reddy	

#### Details of Scheduled Land

All that portion of land having an extent of 9,307 sq yds forming a part of Sy. Nos. 8 and 133 forming part of Cherlapally Village, Ghatkesar Mandal, Medchal - Malkajgiri District, Telangana under S.R.O. Uppal, marked in red in the plan enclosed herein and bounded by:

North	Neighbours Land
South	40' Road
East	Part of Sy. No. 133
West	Land belonging to P. Sanjeev Reddy

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.

Mr. Palle Narsimha Reddy Owner no. 1 トムープロップで変

Mr. Palle Venkat Reddy, Owner no. 2 A Samy ukhta Mrs. Bayyannagari Samyukatha, Owner no. 3 & B. Samy ukhta

Mrs. Vinjamuri Maalathi, Owner no. 4

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Mrs. Palle Laxmi, Owner no. 5

Mr. Balram Reddy, Confirming Party:

M/s. Silveroak Realty,

Represented by Soham Modi, Developer:

Witness no. 1:

Name:

Address:

Witness no. 2:

Name:

Address:

### ANNEXURE - I

# Specification of construction of Flat(s):

Structure:

**RCC** 

Walls:

4"/6" solid cement blocks

External painting:

Exterior emulsion

Internal painting:

Smooth finish with OBD

Flooring:

4'x2' vitrified tiles in drawing, dining. Wood finish tiles in bedrooms

Door frames:

Wood (non-teak)
Polished panel doors

Main door: Other doors:

Painted panel doors

Electrical:

Copper wiring with modular switches UPVC sliding windows with grills

Windows: Balcony:

Toughened glass French window and railing

Bathrooms:

Branded ceramic tiles – 4 / 7 ft height

Plumbing:

Branded CPVC & PVC pipes

Sanitary:

Branded Sanitaryware

CP fittings:

Branded quarter turn ceramic disc type.

Kitchen platform:

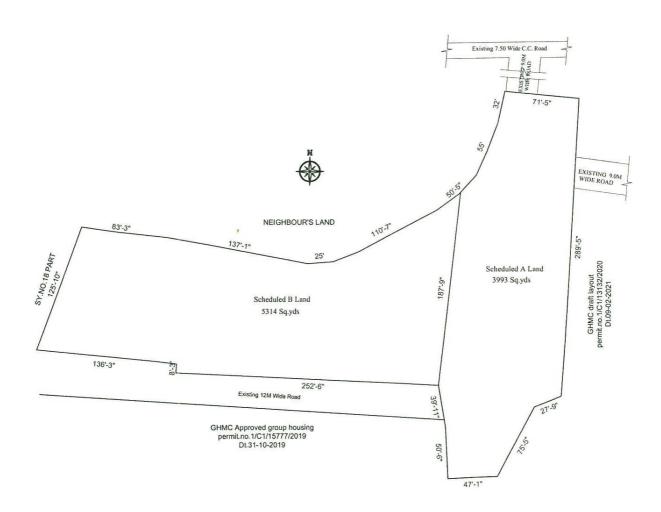
Granite slab with 2 ft dado and SS sink

# Specifications for amenities:

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

リンプのがでは 上記のでをなる 3 B. Samyukhta yv. malathi

### Plan of the Scheduled Land



16-700 Stage - 3, Sersig 3 B. Samyukhta

4 W. Malathi

