

Letter of Confirmation

From,
Mr. P. Surya Prakash,
Managing Partner,
M/s. Satyavani Homes -JV (SHJV),
A -203, Kushal Towers, Khairtabad,
Hyderabad – 500 004,

Date: 10-06-2020

To,
Mr. Ashish Wadhwan (Wadhwan),
Mr. Natharam Wadhwan
R/o. No. 2-3-703/1/A,
Amberpet, Hyderabad

Subject: Confirmation of final terms and conditions for development of land admeasuring 31,222 sq yds situated at Sy. No. 97 & 98, Annojiguda Village, Pocharam Grampanchayat, Ghatkesar Mandal, Medchal-Malkajgiri District, Telangana (hereinafter referred to as Scheduled Land C).

Reference: 1. Development agreement cum GPA between SHJV, Wadhwan and others for development of part of the Scheduled Land C, registered as document no. 13581/2006 at SRO Khairtabad.
2. Supplementary agreement between SHJV & Wadhwan dated 28th February, 2019.
3. Supplementary agreement between SHJV & Wadhwan dated 12th April, 2013.

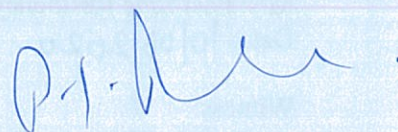
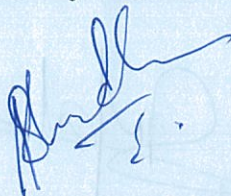
Dear Sir,

This is to confirm the terms and conditions for development of the Scheduled Land C which is co-owned by SHJV, Wadhwan and other co-owners.

1. Developer: It has been agreed that M/s. East Side Residency LLP (ESR) an associate firm of Modi Properties Pvt. Ltd., having its office at 5-4-187/3&4, Soham Mansion, MG Road, Secunderabad, represented by its designated partner Mr. Anand Mehta shall develop the Housing Project on the Scheduled Land C at its risk and cost. A registered joint development agreement cum general power of attorney shall be executed by all the Owners in favour of ESR.
2. Brief history:
 - a. Land admeasuring 31,122 sq yds is co-owned by Wadhwans, Satti Reddy, K M Reddy, Suresh Agarwal, Abhishek Garg, Srihari & Latha (Owners) along with SHJV (Developer). They have entered into a JDA cum GPA that was registered in 2006 (reference 1).
 - b. Under the JDA, SHJV proposed to develop the land into a housing/commercial complex at its risk and cost.
 - c. Share in the proposed constructed area was allotted to the Owners in the JDA of 2006.

- d. Work commenced as per the JDA and RCC structure of one building was partially constructed.
- e. For various reasons like market conditions, litigation with statutory authorities, other claimants in the title of the land, etc., resulted in stoppage of work. Bookings from prospective customers were cancelled and amounts refunded.
- f. Wadhwan family were original owners of part of the Scheduled Land C. They had divided the land into several plots. Some of the plots were sold to several intending purchasers. The balance unsold plots were gifted to Wadhwan by his family members.
- g. To fully realize the potential of developing the disjoint smaller parcels of land owned by Wadhwan, it was agreed between Wadhwan and SHJV that the plots sold to other purchasers should either be bought back or such purchasers should be made party to the benefits of developing the land.
- h. Accordingly, SHJV put in tremendous efforts and made substantial investments to ensure that all purchasers of plots either sold their plots to SHJV or became partners in the development.
- i. Accordingly, after considerable efforts of SHJV, Satti Reddy, K M Reddy, Suresh Agarwal, Abhishek Garg, Srihari & Latha, the co-owners of the land agreed to join in the development of Schedule Land C.
- j. SHJV purchased additional land for better road access from the north eastern and western side of the Schedule Land C. That land too forms part of Schedule Land C.
- k. Thereafter, all the co-owners of the land entered into a registered JDA of 2006 for development of a part of the Schedule Land C.
- l. Building permit for development of the land was obtained in 2008. It was renewed in 2013. Revised proposal has been submitted for approval in 2019.
- m. SHJV spent considerable amounts towards obtaining building permits and construction work. However, due to litigation with statutory authorities the project could not proceed further. Advances taken from customers had to be returned. As a result SHJV incurred huge losses.
- n. Despite the hardship the Owners and Developer continue to maintain cordial relations and have tried to amicably find a solution to restart the development work on mutually agreeable revised terms.
- o. It was proposed that the development of entire Scheduled Land C shall be split into 2 parts i.e., a Housing Complex consisting of 4 blocks and a Commercial Complex consisting of one block.
- p. SHJV has agreed to develop the Commercial Complex at its risk and cost. The ownership of the Commercial Complex shall be restricted to Srihari, Latha and SHJV. SHJV and other co-owners shall be allotted constructed area in the Housing Complex.
- q. ESR is an associate firm of Modi Properties Pvt. Ltd. It is agreed between all the co-owners of the land that ESR would takeover the development of the entire Housing Project at its risk and cost.
- r. Wadhwan family (3 sisters) have agreed to gift the roads forming a part of Schedule Land C to Wadhwan.
- s. Inadvertently, 5 plots that were gifted to Wadhwan were earlier sold to 3rd parties. SHJV has at a considerable expense repurchased these plots.

- t. In light of the above, after a series of negotiations the Wadhwan, SHJV and ESR have come to an understanding which is recorded herein. All previous agreements /understanding shall be superseded by the terms mentioned herein.
3. Basic terms of development:
- The detailed terms and conditions for development of the Schedule Land C are laid out in the draft JDA to be executed between ESR and the co-owners (hereinafter referred to as JDA-HC). The draft JDA is annexed to this letter of confirmation (LOC). All parties agreed to execute the JDA in favour of ESR.
 - ESR would develop the Housing Complex.
 - SHJV would develop the Commercial Complex for which a separate JDA would be entered into between the owners and SHJV (hereinafter referred to as JDA-CC). A draft of the JDA for the Commercial Complex is annexed to this LOC. All parties agreed to execute the JDA in favour of SHJV.
 - Brochure of the project is attached to this LOC as an annexure.
4. Obligations of ESR:
- ESR shall develop the entire Housing Complex at its risk and cost.
5. Obligations of SHJV:
- SHJV shall develop the entire Commercial Complex at its risk and cost.
 - SHJV shall execute conveyance deeds and/or compensate owners of plot nos. 103, 150, 153, 112B & 145B at its risk and cost.
 - SHJV shall ensure that other co-owners namely Srihari, Latha, Satti Reddy, KM Reddy, Garg, Agarwal shall execute the JDA-CC and JDA -HC as and when called for. SHJV shall compensate these co-owners in terms of constructed area or by way of cash at its risk and cost.
6. Joint obligations of ESR & SHJV:
- Building permit for construction of Housing Complex and the Commercial Complex shall be obtained by them and the cost shall be shared between them proportionately.
 - ESR & SHJV shall enter into agreements/MOUs for compensating each other for the construction activity already undertaken by SHJV and with reference to consultancy services provided by each party to the other.
7. Obligations of Wadhwan:
- Wadhwan shall ensure that a gift deed for land admeasuring 5,645 sq yds is executed by his sisters in his favour at its risk and cost.
8. Confirmation of interest free security deposit paid by SHJV to Wadhwan.
- SHJV has paid a security deposit of Rs. 50 lakhs to Wadhwan in 2006 and another Rs. 50 lakhs in 2013. Wadhwan acknowledges receipt of the security deposit. This amount shall be refundable by Wadhwan to SHJV.



9. List of documents to be executed and timeline.

- a. All co-owners shall execute un-registered JDA-CC and JDA-HC within 7 days of this LOC.
- b. Wadhwan sisters shall execute a gift deed in favour of Wadhwan within 15 days of this LOC.
- c. JDA-CC and JDA-HC shall be registered at the registrars office within 15 days of the gift deed in favour of Wadhwan.
- d. SHJV and ESR shall pay the building permit fee to HMDA within 7 days of registering the JDA-CC and JDA-HC.

10. Payment by SHJV to Wadhwan

11. Allotment of area belonging to SHJV to Wadhwan.

- a. It is agreed between Wadhwan and SHJV that an additional area of about 15,000 sft shall be allotted to Wadhwan from the area of SHJV. The allotment shall be equitable and on mutual agreement. The said correction shall be made within 3 days of this LOC and the corrected JDA-HC shall be executed within 7 days of this LOC.

Please sign a copy of this letter and the draft JDA-CC /JDA-HC as your confirmation of having accepted the terms and conditions mentioned herein.

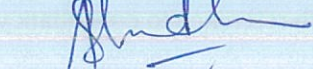
Thank You.

Yours sincerely,



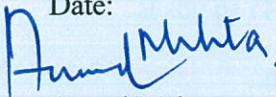
P. Surya Prakash.
Managing Partner,
M/s. Satyavani Homes – JV.

Accepted and agreed to by:



Ashish Wadhwan

Date:



Anand Mehta
Managing Partners,
M/s. East Side Residency LLP
Date: 10/06/2020

Witness:

1. Mr. Bhagavatula Manohar,
R/o. 501, Greengate Apartments,
PG Road, Secunderabad – 500 003.
2. Mr. G. Chandra Mouli,
R/o. 11-3-392/2/14, Srinivasa Nagar Colony,
Padamarao Nagar, Secunderabad – 500 061.

