



తెలంగాణ తేలంగానా TELANGANA

AR 352752

SL.NO. 4939 DATE: 09-02-2022
SOLD TO: ANAND REDDY. G
S/O. BALWANATH REDDY. G, R/O. HYD
FOR WHOM: SPRINGDALE DEVELOPERS LLP

KONDA KAVITHA
Licenced Stamp Vendor
L No: 16-04-06/2016
RL.NO: 16-04-030/2022
H.No. 8-2-460/64, Road No.4
Sukdev Nagar, Banjara Hills, Hyderabad
Phone No:9248325639

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and executed on this the 09th day of February, 2022 By and Between:

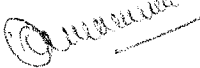
M/s. CRESCENT REAL ESTATES AND DEVELOPERS., (Pan No. AAETFC1296N), a partnership firm constituted under partnership deed dated: 21-07-2005, Having its registered office at H.No.10-2-318/1/A, 5th Floor, "A Khadar Complex", Mallepally, Vijayanagar Colony, Hyderabad-500-057, T.S. Represented by its Managing Partner: Sri. V. KHADAR BASHA, S/o. Late KAREEM SAHEB, aged about 55 years, Occupation: Business, Aadhaar No.6960 3295 8739.

Hereinafter called the "FIRST PARTY" (which expression shall mean and include their legal heirs, successors, successors-in-interest, executors, administrators, legal representatives, attorneys and assigns) of ONE PART.

AND

For SPRINGDALE DEVELOPERS LLP

For Crescent Real Estates & Developers


Managing Partner


Authorized Signatory

M/s. **SPRINGDALE DEVELOPERS LLP**, a Limited Liability Partnership Firm registered under Limited Liability Partnership Act, 2008 having its registered office at Plot No.825, Road No.44, Jubilee Hills, Hyderabad, represented by its authorised signatory Mr. Soma Jagan Mohan Reddy.

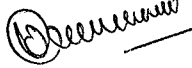
Hereinafter called the "**SECOND PARTY**" (which expression shall mean and include their heirs, successors, executors, administrators, legal representatives, attorneys and assigns) of the **OTHER PART**.

WHEREAS:

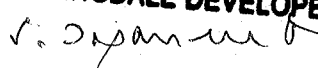
- A. The First Party is the absolute owner in possession and enjoyment of the property admeasuring Acres 21-30 Guntas, comprised in Survey Nos. 116/P, 120/P, 124/P, 125/P, 126/P and 127/P, situated at Dubbacherla Village, Maheshwaram Mandal, Ranga Reddy District by virtue of various sale deeds. (hereinafter referred as **Schedule Property**)
- B. The First Party has applied for, and obtained, a permission for a layout of residential plots from the Hyderabad Metropolitan Development Authority (**HMDA**) vide Lr. No. 14691/LO/Plg/HMDA/2008, dated 03.07.2021, in respect of the Schedule Property (the **HMDA Permit**). The Layout Permit No. is 13/LO/Plg/HMDA/2008 dated 03.07.2021. According to the HMDA Permit, the First Party is entitled to develop 320 plots over the Schedule Property.
- C. While so, the First Party assured to Second Party to sell the entire 320 plots admeasuring 60803 square yards in three (03) tranches and accordingly in first tranche, the First Party has transferred its right, interest and title over 92 plots, aggregating 17,357 Square Yards in Sy Nos. 116/P, 120/P, 124/P, 125/P, 126/P and 127/P of Dubaacherla Village, Maheshwaram Mandal, Ranga Reddy District in favour of Second Party, vide Agreement of Sale cum General Power of Attorney Dated: 02/02/2022 under registered **Document No.2881/2022**, in the office of the Sub – Registrar Maheshwaram, Ranga Reddy District, Telangana State.
- D. The Parties herein agreed to complete the remaining tranches of transaction on or before 31/7/2022 .
- E. The Second Party willing to register the Schedule Property before Telangana State Real Estate Regulatory Authority to commence its sale transactions, for which First Party agreed to, give its consent for the same.

Both the parties have negotiated the various terms and conditions and entered into this MOU on the terms and conditions set out herein:

For Crescent Real Estates & Developers


Managing Partner

For **SPRINGDALE DEVELOPERS LLP**

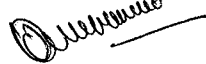

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Authorized Signatory

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

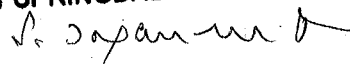
1. The First Party hereby confirmed to the Second Party that, he shall not sell/transfer/convey the remaining land in Schedule Property to any third party.
2. The Second Party agreed to obtain necessary permissions or registrations from the Competent authority or from any departments of State, Central Government or local authorities and to sign Affidavits, applications, petitioner, maps, documents, or any other papers for the said purpose. To give deposition before the concerned authorities and to sign such declarations as may be required for the said purpose and to take any or all steps whatsoever legally required for obtaining necessary permission from concerned authorities in respect of the above mentioned property on behalf of all the parties.
3. The First Party confirmed to the Second Party that, he shall not object the Second Party to go for registering the total Schedule Property before the RERA and to commence the sale transactions subject to sale of balance land in the Schedule Property.
4. The First Party agreed not to enter any Development /Construction Agreement(s) on any of the Schedule Property with any third party.
5. The First Party confirms with the Second Party that he has not entered into any agreement for sale, mortgage or exchange whatsoever with any other person relating to the remaining land in Schedule Property.
6. That the First Party assures the Second Party that the Schedule Property is free from all kinds of encumbrances such as prior Sale, Gift, Mortgage, Will, Trust, Exchange, Lease, legal flaw, claims, prior Agreement to Sell, Loan, Surety, Security, lien, court injunction, litigation, stay order, notices, charges, family or religious dispute, acquisition, attachment in the decree of any court, hypothecation, Income Tax or Wealth Tax attachment or any other registered or unregistered encumbrances whatsoever, and if the same proves against then the First Party will be liable and responsible to make good the loss suffered by the Second Party and keep the Second Party saved, harmless and indemnified against all such losses and damages.

For Crescent Real Estates & Developers



Managing Partner

For SPRINGDALE DEVELOPERS LLP



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7. It is hereby agreed by the Parties that in the event of any disputes, differences and or claims arising out of this MoU shall be referred to a Sole Arbitrator to be chosen by the Second Party and the venue of Arbitration shall be at Hyderabad / Secunderabad, Telangana State only.
8. All disputes arising between the parties out of or in connection with this MoU shall be subject to the jurisdiction of the competent courts within the city of Hyderabad/ Secunderabad.

SCHEDULE PROPERTY

(Description of the Land)

All that part and parcel of land admeasuring Acres 21-30 Guntas in Sy No. No.116/P, 120/P, 124/P, 125/P, 126/P and 127/P of Dubbacherla Village, Maheshwaram Mandal, Ranga Reddy District, and covered by Layout Permit No. is 13/LO/Plg/HMDA/2008 dated 03.07.2021 issued by the Hyderabad Metropolitan Development Authority, and having the following boundaries:

NORTH: Neighbours Land.
SOUTH: 60' Feet Wide Road.
EAST: DTCP Layout of Crescent Enclave and Sri Vensai Developers layout
WEST: Nala & DTCP Layout of Crescent Enclave.

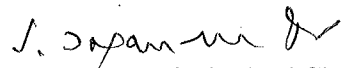
IN WITNESS WHEREOF the First Party and the Second Party have signed this MOU on the day month and year herein above mentioned in the presence of the witnesses:

For Crescent Real Estates & Developers


Managing Partner

FIRST PARTY

For SPRINGDALE DEVELOPERS LLP



Authorized Signatory

SECOND PARTY

WITNESS:

1.  Harish Kalcarla)

2.  (Shanti Priya K)