

**MEMORANDUM OF AGREEMENT FOR JOINT DEVELOPMENT AND MARKETING**

This Memorandum of Agreement for Joint Development and Marketing (MOA for JDM) is made and executed on the 27<sup>th</sup> Day of September 2024 at Registered Office of the **Bharat Nirman Limited**, Hyderabad, Telangana.

**BETWEEN**

Sri/Smt. **Solleti Phani Kumar** S/o. **Nanda Krishna**, Aged about 41 Years, Occupation: Private Employee, R/o. House No. 3-4-2/3, Flat No. S1, Sri Balaji Towers, Near Venkataratnam Hospital, Subbarao Peta, Tadepalligudem, West Godavari Dist, Andhra Pradesh - 534101 (Aadhaar No: **8127 0467 7404**).

(Hereinafter called as **First Party** which then and expression shall mean and include all their Heirs, Legal Representatives, Assignees, Executives, Administrators, etc.).

**AND**

**M/s Bharat Nirman Limited**, (CIN: U45209TG2011PLC073659), a Company Incorporated under Indian Companies Act, 1956/2013, having its Regd. & Corp. Office: Flat No. 206 & 207, House No. 7-1-58, 2<sup>nd</sup> Floor, Divyashakti Complex, Ameerpet, Hyderabad-500016, Telangana; Represented by its Managing Director, Sri Balakrishnamraju Mudunuri, S/o. M. Subbaraju, Aged about 41 Years (Aadhaar No: 563560751953) & its Executive Director, Sri Laxman Poloju, S/o. P. Venkateswarlu, Aged about 36 Years (Aadhaar No: 220149783775) to Act as its Legal Representative(s) authorized in the Resolution Passed at Board of Directors Meeting held on: 1<sup>st</sup> July 2023.

(Hereinafter called as **Second Party** which then and expression shall mean and include all their Heirs, Legal Representatives, Assignees, Executives, Administrators, etc.).

WHEREAS, the First Party is the Absolute and Peaceful Owner of the **Unit No. 3 in Section: B, Block: Sangameshwara, Admeasuring: 2 Guntas (242 Sq. Yards)** in the Project Named: Nature Valley in the Revenue Survey No: 60/౧/1/1/1/2/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/2 at G. Hokrana Village, Narayankhed Mandal, Sangareddy District, Telangana, having Purchased the same from the Second Party under the Registered Sale Deed via Dharani, at MRO: Narayankhed on Dated: **25-09-2024**, Bearing Document No: 2001/2024 And, subsequently Patta Passbook No: **T09160160563**.

**SCHEDULE OF THE PROPERTY AS FOLLOWS**

**NORTH** : Unit No: 2, Section: B, Block: Sangameshwara;  
**SOUTH** : Unit No: 4, Section: B, Block. Sangameshwara;  
**EAST** : 30 Feet Wide Road;  
**WEST** : Unit No: 40, Section: B, Block. Sangameshwara;

AND WHEREAS, the First Party is a Part and Parcel of the total Project comprising of **Ac. 157.00 Gts.** being developed by the Second Party by growing Agroforestry Varieties of Plantation such as: Mahogany, Red Sandalwood, Malabar Neem as Long-Term Highly Demanded Major Commercial Crops as well as Intercrop such as Aloe Vera and other suitable Vegetables and Seasonal Fruits etc. The First Party agreed to join in such Scheme of Development for Growing of Agroforestry Plantation along with Intercrop(s) as said above in the said Plot. The Second Party agreed to Develop the same on the Terms & Conditions hear in after mentioned:

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**NOW THIS “MEMORANDUM OF AGREEMENT FOR JOINT DEVELOPMENT AND MARKETING”  
(MOA FOR JDM) DEED IS WITNESSETH AS FOLLOWS**

1. The First Party hereby agreed to permit the Second Party to Develop/Grow Agroforestry Trees such as: Mahogany, Red sandal Wood, Malabar Neem etc. along with the adjacent Plot(s) comprising in the Venture of Nature Valley, Acres 157.00 Guntas.
2. The Second Party is venturing the project called: Nature Valley (*as an integrated agroforestry farmland project*) initially in an Ac. 58.11 Gts in a Phased Manner and the venture is being proposed to extended upto the further land availability and feasibility of development in next 2 to 3 years.
3. The Second Party will Plant and Grow 15 Trees (i.e: 5 No's of Mahogany, 5 No's of Red sandal & 5 No's of Malabar Neem) on an average per Gunta (121 Sq. Yards). The Second Party will replant a Sapling of Trees and take all necessary measures to grow such Saplings into Profitable Trees in a period of 14 years. The Second Party for the purpose of growing the Saplings into Trees will deploy the standard Drip Irrigation System (for the supplying purpose of water, fertilizers and pesticides in the form of liquid).
4. The Second Party shall be responsible for proper Growth and Protection of Plants/Trees during the entire period of 14 years by deploying Watch and Ward Staff at its own cost and the same cost/expenses gaining through Cultivation of Intercrop(s) as required for the farm expenses.
5. The Second Party shall also be liable to use the necessary/required bio-manures (*fertilizers and pesticides if so required necessarily*) for the growth of the saplings. The Second Party will avail the services of Agriculturists, Wood & Forestry Scientists, Horticulturalists and decided to avail services of IWST (Institute of Wood Science & Technology, Govt. of India, Bangalore) Institution to utilize their expertise in growing the Agroforestry Saplings into Trees as planned and proposed.
6. It is also agreed that in consideration of the services at expenditure to be incurred by the Second Party for Planning, Sourcing, Procurement, Transport, Plantation, Implementation, Plant Mortality Replacement, Electricity, Water, Staff and Labor Payouts, Growth and Protection etc. of the Plants/Trees for the entire period of 14 years, the Second Party shall be entitled to 40% of the realizable proceeds from the Sale of these Agroforestry Trees upon expiry of 14 years.
7. It is also further Agreed that the Intercrop(s) will also be Grown in the Entire Venture including the Plot of the First Party for an entire period of 14 years. The intercrop(s) will be replaced from time-to-time at Discretion of the Second Party depending upon the Yielding and Sustainability of the particular intercrop(s). The Income which is derived from the intercrop(s) from time-to-time will be utilized by the Second Party for the Growth of the Main Plantation/Agroforestry Trees and also for the Farm Maintenances. Hence, the First Party has no right to claim the yielding of Intercrop or the revenue from it in the entire maintenance period of 14 years. Thus, the First Party further agreed that the total proceeds from Intercrop(s) will go to the Second Party only.
8. It is also Agreed that the Second Party shall tie-up the entire venture with a globally reputed/renowned exchange to get the Carbon-Credits for getting the additional income from 4<sup>th</sup> or 5<sup>th</sup> year onwards (*as grown plants*). The proceeds from Carbon-Credits also be shared between the First and Second parties as per the sharing ratio mentioned herein.
9. It is also Agreed that the First Party having complete liberty to Sell/Transfer their Scheduled Property to any prospective Purchasers/Transferee. Whoever purchases the Scheduled Property from the Original Owner(s) He/She should be bound by the respective Second Party/Company norms as prescribed in the Owners Association/Society, so that He/She could maintain a cordial relation with the Second Party. The respective Transferee(s)/Purchaser(s) should have to Sign a Declaration Form of the

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Second Party/Company at the time of purchasing the Scheduled Property to obey the same Terms and Conditions as mentioned in this Memorandum of Agreement for Joint Development and Marketing (MOA for JDM), and the same shall be submitted a copy to the Owners Association & another copy to the Second Party/Company.

10. It is also Agreed that the Second Party protect entire Venture by High Security Fencing with minimum 5 Feet height. The Corners of the Venture *(as per the future requirement)* will be covered by the Watchtower(s) with Floodlights. The CCTV Surveillance will be installed across the Main Road Entry, Clubhouse/Resort Area and Workmen Quarters and also where it is really necessary. The live streaming access of the CCTV Surveillance will be provided to the First Party by the Second Party through an Android Mobile Apps for the convenience of the First Party.
11. It is also Agreed that the Second Party develop a Resort along with Clubhouse in an extent of Ac. 04.13 Gts as proposed in the Layout/Master Plan in its Copyrighted Name **"PLANETEERS"** with a built-up area of Approximately 10,000 Sq. Feet *(+/- 10 to 20% as required)*. In the Resort/Clubhouse, 24 No's of Staycation Rooms, an Ultramodern Banquet Hall, Out-door and In-door Games, a Natural Swimming Pool, an Open Air Theater with 70MM Screen including Qube Satellite Link in an Area of ½ Acre, a Goshala, ½ Acre of Medicinal/Aroma Plantation with Yoga Seating Facilities, ½ Acre of Organic Vegetable Cum Floral Garden, and a Private Chopper Landing facility in 13 Guntas area with the Permanent Helipad construction including its complete protection works as per the DGCA norms will be provided; Further agreed that the Second Party will convert (Nala Conversion / As Non-Agriculture Land) this Ac. 4.13 Gts and the same shall be registered in the Name of the Association; hence the First Part also having the equal rights on the same along with the other Plot(s) Owners. The First Party shall be entitled to have Free Membership Card (Chip-enabled) of **"PLANETEERS RESORT"**, the same shall be facilitated by the Second Party; w.e.f the date of Resort started the First Party can avail the Resort Facility/Staycation twice in a year (i.e: every time 2 Nights and 3 Days) for the entire maintenance period of 14 Years.
12. It is also Agreed that the Second Party will form an Association/Society *(i.e: it may be a Farmer Producer Organization/FPO or a Owners Association/Society with Safe and Secured bylaws)* in the name of: **"Nature Valley Owners Welfare Association"** as soon as the 100% plotting units owners completed their registrations in the Venture to protect investors/buyers interests, rights and returns; and also to implement and maintain the project in a transparent manner until this 14 years of MOA period. Through the Association/Society, the Second Party seeking First Party's monitoring involvement in the Maintenance Activities for the sake of quality growth of the trees etc. for the entire MOA period by nominating some among them as per the bylaws stated in the Registration of the Owners Association.
13. Herewith, The First Party along with the Association/Society further declared/entitled that the Second Party has 100% rights on Yielded Crop *(i.e. may be Intercrop, Midterm-Crop and/or Long-term Crop)* from the Scheduled Property all together or as may be required along with the other income-generated Trees/Plants if there are anything. Further, the First Party allowed total Sales, Export, Process whatsoever means required for the Successful Marketing of the Future Yielding only through the Second Party. No other party having any right on the yielded crop(s) from the Scheduled Property.
14. The First Party hereby declare His/Her **NOMINEE DETAILS** as follows: **Name: Solleti Venkata Alekhya, W/o. Solleti Phani Kumar, Date of Birth: 14-03-1987, Aadhaar No: 3161 9439 5417, Relationship With First Party: Wife,**

IN WITNESS WHEREOF, This Deed executed in a Single Original Copy for the First Party, and the same xerox copy for the Second Party which shall together constitute one Agreement. Each-party is required to share the signed scan copy of this deed to make it a valid and binding agreement. The all of the Parties here to have Signed on these Day, Month and Year first mentioned above in the presence of the following witnesses:

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WITNESSES:

1)

FIRST PARTY

Name:  
Mobile Number:  
*(Preferably Selling Agent/Marketing Associate)*

2)

SECOND PARTY

Name:  
Mobile Number:

(For & On Behalf of: Bharat Nirman Limited  
with Seal & Signature)

DATE: 27-09-2024

PLACE: Hyderabad