

MEMORANDUM OF UNDERSTANDING
DEED OF FAMILY SETTLEMENT

This Memorandum of Understanding is made on this day 11th August, 2023 & 22nd August, 2023 by and between at Hyderabad

1. Sri J Ramulu S/o **Late J Narasimha**, aged about 69 years, Occ: Business, R/o Plot No 5, Survey No 71, Miyapur, Serilingampally, R R District.

(Hereinafter referred to as the First Party*)

2. Smt. J. Lalitha W/o **Sri J Ramulu** R/o Villa No 41, Lalitha Nilayam, Esmaralda fortune, Kondapur, Hyderabad

(Hereinafter referred to as the Second Party*)

3. Sri Jeripeti Satyanarayana Raju S/o Sri J Ramulu, aged about 52 years, Occ: Business, R/o Flat No 305 B wing Pegasus Meenakshi Sky Lounge, Serilingampally, Khanamet Ranga Reddy District, Telangana

(Hereinafter referred to as the Third Party*)

4. Sri Jeripeti Govardhana Raju S/o Sri J Ramulu, aged about 42 years, Occ: Business, R/o Flat No 1803, Polaris A Wing Meenakshi Sky Lounge Hitex Road Khanamet, Serilingampally, Ranga Reddy District, Hyderabad.

(Hereinafter referred to as the Fourth Party*)

5. Smt. O. Chandrakala D/o Sri J Ramulu, aged about 50 years, Occ: Business, R/o (Hereinafter referred to as the Fifth Party*)

6. Smt. D Laxmikala D/o Sri J Ramulu, aged about 46 years, Occ: Business, R/o Rainbow Vista, Kukatpally, Hyderabad.

(Hereinafter referred to as the Sixth Party*)

7. Smt. Shashikala D/o Sri J Ramulu, aged about 43 years, Occ: Business, R/o H No C/5, Madhura Nagar, Ameerpet, Hyderabad.

(Hereinafter referred to as the Seventh Party*)

(*which expression shall unless it be repugnant to the context or meaning thereof mean and include **their** legal heirs, executors, administrators, legal representatives, successors and/or permitted assignees, etc)

the parties are family members disputes and differences had arisen between the parties concerning properties. First party and Second Party are the husband and wife. During life time of first party who have acquired/succeeded/purchased some properties in high potential area under various documents which are enumerated below.

Whereas the First Party married to Smt. J Laxmi and out of their wedlock they are blessed with two sons namely, Sri J. Satyanarayana Raju, Sri J Ravinder and one daughter namely, Smt Chandrakala (Adopted son of Jeripeti Jaipal).

Whereas after the death of First wife of First Party namely late J Laxmi the First party got married again with Smt J Lalitha (Second Party) and out of their wedlock they are blessed with two daughters namely Smt Laxmikala, Smt Shashikala and one son namely Sri J Govardhana Raju. All the children are married, settled in their life and living happily.

Whereas the matrimonial life of first party and second party had led smoothly till mid of March 2021, thereafter, disputes arose between first party and second party and both of them have been separated, their differences led to filing **of civil and criminal cases and the entire family is disturbed causing severe mental agony..** At this stage due to intervention of the elders and well-wishers of the parties to this MoU arrived at this Deed of Family Settlement amicably so as to avoid any litigation in future among the family members.

The following descriptions of the properties are the subject matter of MOU under settlement.

1) First Party had acquired land to an extent of 6078 Sq Yds in Survey No 25, 24 & 10 with different extents clearly described below situated at Moosapet, Kukatpally Mandal, (Old Balanagar Mandal), Medchal-Malkajgiri District, Hyderabad as under :

(i) All the Plot of Land H No 4-125/2, in Survey No 25, admeasuring 610 Sq Yds (510.45 Sq Mts) situated at Moosapet, Kukatpally Mandal, (Old Balanagar Mandal), Medchal-Malkajgiri District, Hyderabad under regt. document No 556 of 1984 dt. 31-01-1984 and gift deed document No 3914 of 2021.

(ii) All that land bearing Survey No 10, admeasuring 35 Guntas equivalent to 4235 Sq Yds situated at Moosapet Village, Kukatpally Mandal (Old Balanagar Mandal), Medchal-Malkajgiri District under judgment and decree in OS No 497 of 1983.

(iii) All that land to extent of 0.5.5 Gts equivalent to 665.5 Sq Yds situated at Survey No 24 situated at Moosapet Village, Kukatpally Mandal, (Old Balanagar Mandal), Medchal-Malkajgiri District unr judgment and decree in OS No 247 of 1982.

(iv) All that land in survey No 25, admeasuring 284.5 Sq Yds, situated at Moosapet Village, Kukatpally Mandal (Old Balanagar Mandal), Medchal-Malkajgiri District succeeded through mother in favour of First Party.

(v) All that land to an extent of 284.5 Sq Yds, Plot No 4, Survey No 25 stands in the name of third party under sale deed dt. 13-12-1978 vide document No 3651 of 1978, situated at Moosapet Village, Kukatpally Mandal (Old Balanagar Mandal), Medchal-Malkajgiri District. Standing in the name of Third Party. Thus, totaling to 6078 Sq Yds.

Whereas, the First Party and second party together made construction of theatres merging the entire land over period of time, the first theatre started operating in the year 1990 slowly with income from the theatre first party and second party developed the property by constructing the additional theatres at present there are four theatres existing by name “Laxmikala”, “Shashikala”, “Chandrakala” and “Lalitha” over survey No 25,24 & 10 to an extent of 6078 Sq Yds situated at Moosapet Village, Kukatpally Mandal, (Old Balanagar Mandal), Medchal-Malkajgiri District which is hereinafter referred as (Schedule of Property-A).

Whereas as the First Party, Second Party and Fourth Party are the owners of 3547 Sq Yds under registered sale deed document No 5098 of 1983, 5019 of 1983, 5099 of 1983 and 10659 of 2022 & 5018 of 1983 (link) (excluding the third party extent of plot) in survey No 71, situated at Miyapur, R R District consisting three theatres by name “Krishna” “Narasimha” and “Laxmi” which is herein after called as (Schedule of Property-B).

Whereas as the second party got acquired all that agriculture land survey No 389/A, 391/A, 390, 392/a, 391/Vu, 391/A, 394/a, 395, 391/EE, 396, 393, 391/E total admeasuring Ac.23:10 Gts situated at Chinthalcheru Village, Hathnoora Mandal, Sanga Reddy District under registered sale deed document No 790 of 2019 and 791 of 2019 both dt.14-02-2019 later created sale deeds in favour of Sri Jeripeti Govardhana Raju (Fourth Party), (which is herein after referred as Schedule of Property-C).

The following civil and criminal cases are pending before various forums

i) First Party filed suit for eviction against the second party and M/s Asian Multiplexes Pvt Limited vide OS No 335 of 2022 before Hon’ble III Addl. District Judge, at Kukatpally, Medchal-Malkajgiri District in respect of Schedule of Property-A, **which is pending for adjudication.**

(ii) Third party has filed a suit for partition against the first party and second party in vide OS No 517 of 2022 on the ifle of the III Addl District Judge, Kukatpally, Medchal-Malkajgiri District in respect of Schedule of Property –A. , **which is pending for adjudication.**

(iii) Third Party has filed suit for specific performance against the second party and others vide OS No 22 of 2023 before the Special Judge for trial of cases under SCs and STs (POA) Act 1989-cum-II Addl District and Sessions Judge, Sanga Reddy in respect of Schedule of property-A , **which is pending for adjudication**

(iv) First party has filed CRP No 1876 of 2023 before Hon'ble High Court in respect of Schedule of property-A, , **which is pending for adjudication.**

(v) First party filed criminal complaint vide FIR No 749 of 2022 dated 23.11.2022 under Section 448, 341, 506 R/w 34 IPC before PS Sanathnagar against Venkataswamy and Srinivas and others. , **which is pending for adjudication**

(vi) Second party filed criminal complaint vide FIR 754 of 2022 dated 25.11.2022 under section 448, 506, 504 R/w 34 IPC before PS Sanathnagar against first party, Satyanarayana @ Satti Babu and Nagaraju and others. , **which is pending for adjudication**

(vii) One U Shankar filed criminal complaint vide FIR No 911 of 2022 dated 14.07.2022 under Section 182, 419,420 IPC before PS Miyapur against the fourth party and one K Venkataswamy.

(viii) First party filed criminal compliant vide FIR No 19 of 2023 dated 09.01.2023 under secontion 420, 406, 506 R/w 120B, 156(3) CrPC before PS Sanathnagar against the second party M/ Asian Multiplexes Pvt Ltd Suneil Narang, , **which is withdrawn.**

(ix) The First party filed divorce petition against the **Second party** vide FCOP No 175 of 2023 before the Family Court VI Addl District and Session Judge-cum-VI Addl MSJ-cum-Family Court, Ranga Reddy District at Kukatpally, , **which is withdrawn**

(x) The Second party filed FCOS No 000003/2022 against the First party a suit for perpetual injunction, in respect of the Schedule of property –A, before the Hon'ble Principal Family Court, Medhal-Malkajgiri District at Kukatpally, , **which is pending**

NOW THIS DEED OF FAMILY SETTLEMENT IS WITNESSETH AS FOLLOWS:

In consideration of the premises and mutual promises contained herein, the parties agree as follows :

1. That all the parties to this MoU agreed and allotted schedule A property- to the Fourth party and he will become absolute owner and possessor of the. The First party and Second party and Third party hereby relinquish all the rights over the Schedule –A property.

2. That First party, Second party and Fourth party are the owners of 3547 Sq Yds under registered Sale Deed Doc No 5098 of 1983, 5099 of 1983 and 1065 of 2022 & 5018 of 1983 (link)

First party Second party and Fourth party should cancel all ‘DEED OF LEASE’ documents wise 6799 of 2004, 6800 of 2004, 6802 of 2004, 3381 of 2011 and 3382 of 2011 and hand over this land possession to Third party (excluding the Third party extent of Plot) in Sy No 71 situated at Miyapur, RR District consisting of three theatres namely “Krishna” “Narasimha” and “Laxmi” (Schedule property-B) has been allotted to third party who will become absolute owner and possessor. **The First party, Second party, Fourth to Seventh party hereby relinquish schedule –B property in favour of the Third party.**

3. **The Schedule ‘C’ property has been allotted to Second party and Fourth party, they will become absolute owner and possessor of the Schedule of property-C.** First party, Third party and Fifth to Seventh party hereby relinquishing all the rights over the Schedule C property in favour of Second party and Fourth party.

4.. The parties to the MOU have agreed to share profits/rents 100% accrued after deducting EMIs form all theatres i.e, Lalitha, Laxmikala, Shashikala and Chandrakala (GST on the rent has to be paid by the lessee) from Schedule A property- in the following ratio :

First Party is Entitled	25% (Rents/Profits)	25% (Parking Fee)
Second Party is Entitled	25% (Rents/Profits)	25% (Parking Fee)
Fourth Party is Entitled	50% (Rents/Profits)	50% (Parking Fee)

It is agreed between the parties that the Fourth party will look after the maintenance of the theatres viz payment of property tax, license fee, other maintenance charges required to run the theatres in day by day operations will be borne by the Fourth party. It is further agreed that the First party will enjoy 25% share of profits/rents/parking fee from the Schedule of property-A during his life time thereafter his share of profits/rents/parking fee and all rights whatsoever exists in his favour will go to the Master Jeripeti Akshit Raju Son of Sri J Govardhan Raju aged about 10 years, Occupation : Student represented by his natural guardian/father Sri Jeripeti Govardhan Raju son of Sri J Ramulu.

5. The parties in the MoU have agreed to share profits/rents accrued from theatres situated at Sy No 71, situated at Miyapur, RR District consisting three theatres by name “Krishna” and “Narasimha” and “Laxmi” in the following ratio:

First Party is entitled	100% profit/rent from Narasimha theatre	First party and Third party are equally entitled to 50% ech share in parking fees from Narasimha, Krishna & Laxmi
Third Party is entitled to	100% profit/rent from Krishna theatre and Laxmi theatre	

		theatres
--	--	----------

It is agreed between the parties that the Third Party will look after the maintenance of the theatre payment of property tax, license fee and other maintenance charges required to run theatres in day by day operations will be borne by the Third Party. It is further agreed that the First party will enjoy his 100% share of income from Narasimha theatre and 50% share parking fee from all the three theatres. During his life time, the Narasimha theatre will be transferred on the name of the First party and after his demise, his share of profits/rents & all rights over Narasimha theatre will go to Sri J Akhil Raju son of Sri J Satyanarayana Raju, aged about 20 years, Occupation: Student, parties agreed to cancel the registered lead deed Doc NO 6799 of 2004, 6800 of 2004, 6802 of 2004, 3381 of 2011 & 3382 of 2022 stands in favour of First party and Third party. **A fresh registered lease deed will be executed in respect of the First party in respect of the “Narasimha” theatre.**

6. The parties shall with mutual consent agreed to execute necessary documents of title in terms of compromise between the parties at the concerned Sub-Registrar’s office at their cost and expenses.

7. The parties shall with mutual consent agreed to withdraw civil and criminal cases pending before various courts.

8. The parties hereby agree undertake and confirm to have settled all their disputes and differences amicably between themselves without recourse to litigation on the above mentioned terms and conditions.

9. In consideration for their faithful performance of the terms of this Memorandum of Compromise, the parties for themselves, their legal heirs, successors, assigns do hereby relinquish, waive, release, acquit and forever discharge each other of and from any and all claims, disputes, actions, charges liabilities, contractual or other obligations, complaints, causes of action, suits, rights, demands, debts, damages or accountings of whatever nature, character or description, at law or in equity, known or unknown, asserted or not asserted, which they have now or may have in the future against one another based on any actions or events which occurred prior to the date of this Memorandum of Compromise.

10. It is further agreed to between the parties, that they shall not file any other suit, petition or complaint etc in respect of petition schedule of property A to C. In case of any such proceedings is filed this MOU shall be filed there and the parties would where required appear and make and submit/make statements to this effect before the said court, forum or authority.

111. All the parties hereby agree, assure, represent, warrant, undertake and confirm that this Memorandum of Compromised is irrevocable and unquestionable and undertake that this Memorandum of Compromise would inter alia be legal, valid binding and enforceable and executable in all manners and none of the parties shall be at liberty to take advantage of any technical language or lacuna if any, if the same are not explained hereinbefore.

12. All the parties hereby agree and confirm that this Memorandum of Compromised has been executed between the parties voluntarily with their mutual consent and free will and without any pressure, force, coercion or undue influence from any side.

13. This Memorandum of Compromise is a compromise of a disputed matter and shall not be construed as an admission of any party's liability.

14. Each of the parties has participated in the drafting and negotiation of this Memorandum of Compromise. Accordingly, for all purposes, this Memorandum of Compromise shall be deemed to have been drafter jointly by the parties as a result of negotiated settlement between the parties and shall not be construed as having been prepared by any one party and contents cannot be disputed.

15. This Memorandum of Compromise may be executed in any number of copies, each of which shall be deemed to be a counterpart original.

16. This Memorandum of Compromise, its terms have been explained to each party in telugu and made them to understand and after understanding its terms fully the Memorandum of Compromise is signed in the presence of witnesses.

17. If the Third party fails to pay the rent consecutively for three months to First party the Third party shall any how pay the rent along with interest @24% per annum upto six months thereafter the First party is at liberty to direct the lessee to deposit share of rent into his Bank Account and the lessee should agree for the same.

18. If the Fourth party fails to pay the rent consecutively for three months to First and Second party, the Fourth party shall any how pay the rent along with interest @24% per annum upto six months, thereafter the First and Second party is at liberty to direct lessee to deposit their share of rent into their Bank Account and the lessee should agree for the same. Even if after six(06) months, the fourth party fails to pay the rents, Lakshmikala Theatre comes to the share of first party and the first party shall enjoy the rents on his own and can leave it to any party. In future if there is no lessee and the theatres are run by Fourth party and if he fails to pay four months' rent share to First party, First party can give Laxmikala theatre to rent on his own.

As the Fourth party committed default of clause 17 & 18 above, so it is mutually agreed by all the parties hereto that the Fourth party shall allot the Laxmikala theatre to the

share of the First party along with undivided share in land admeasuring 1769 Sq Yds after excluding roads etc., and the First party shall enjoy the rents i.e, Rs 15,00,000/- per month plus GST of 25% and parking rents of Rs 1,25,000/- per month accrued thereon during his life time and after his demise the said property goes to Master Akshith Raju son of Sri J Govardhan Raju, after the registration of the said property in favour of the First party. A fresh registered lease deed will be executed from M/s Asian Multiplix Pvt Ltd.

The Fourth party herein agreed to pay Rs 10,00,00,000/- (Rupees Ten crores) or its worth of land in survey numbers 391, 392, 393, 394, 395 & 396, admeasuring 8350 Sq Yds, situated at Chinthalcheruvu Village, Hathnoora Mandal, Sanga Reddy District, Telangana to each of his sister i.e, Fifth, Sixth and Seventh parties vide separate registered document immediately. So that there is justification that even sisters have been given their respective shares.

SCHEDULE OF PROPERTY- A

All that the land to an extent of 6078 Sq Yds in Sy No 25, 24 and 10 consisting four theatres existing by name Laxmikala, Shasikala, Chandrakala and Lalitha situated at Moosapet village, Kukatpally Mandal (Old Balanagar Mandal) Medchal-Malkajgiri District

SCHEDULE OF PROPERTY- B

All that the land to an extent of 3547 Sq Yds in Sy No 71 situate at Miyapur, Ranga Reddy District consisting three theatres by name “Krishna”, “Narasimha”, and “Laxmi”

SCHEDULE OF PROPERTY- C

All that the agricultural land in Sy No 389/A, 391/A, 390, 392/A, 391/Vu, 391/A, 394/A, 395, 391/EE, 396, 393, 391/E total admeasuring Ac 23: 10 Gts situated at Chinthalcheru village, Hathnoora Mandal, Sanga Reddy District

IN WITNESS WHEREOFF, the parties hereto intending to be legally bound hereby have each caused to be affixed hereto its or his or her hand and seal on this Settlement Agreement on the day indicated hereinabove in the presence of following witnesses :

WITNESSES

1.

(J RAMULU – FIRST PARTY)

(J LALITHA – SECOND PARTY)

