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03AA Q84031

S. No. 4036 Date 7/8/08 Re. 10000  
Sold to Modiani Modil constructions  
S/o: \_\_\_\_\_  
For Whom: Jee

LEEBA G. CHIMALGI  
STAMP VENDOR  
L. No: 13/97, R. No: 1/2003  
5-4-76/A Cellar, Ranigunj  
SECUNDERABAD - 500 003.

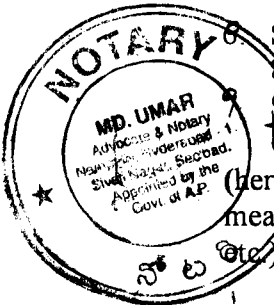
AFFIDAVIT

We,

1. Shri. Muniganti Hanmanth Rao S/o. Late Chinna Rama Chari aged about 54 years
  2. Shri. Muniganti Kashinatham S/o Late Chinna Rama Chari aged about 49 years
  3. Shri. Muniganti Venunadham S/o Late Chinna Rama Chari aged about 45 years
  4. Shri. Muniganti Srinivasa Chary S/o Late Chinna Rama Chari aged about 37 years
  5. Shri. Muniganti Narayana S/o Late Chinna Rama Chari aged about 32 years
  6. Shri Muniganti Pranavanadham S/o. Shri M. Hanmanth Rao, aged about 24 years
  7. Shri Muniganti Pravarakya S/o. Shri M. Kashinatham, aged about 19 years
- all are residents of Rampally Village, Keesara Mandal, Ranga Reddy District.  
(hereinafter collectively referred to as the **OWNERS** which terms shall mean and include all their heirs, successors-in-interest, assigns, legal representatives, executors etc.)

AND

- Shri. V.B. Venkateswarlu S/o. Late. V. Yogiaiah aged about 33 years resident of Plot No. 88, Ashok Enclave, Kapra, ECIL, Hyderabad
- Shri. M. Ramakrishna Reddy S/o. Shri. Lakshmi Reddy aged about 45 years resident of C-117, AWHO, Trimulghery, Secunderabad
- (hereinafter collectively referred to as the **FIRST AGREEMENT HOLDERS** which terms shall mean and include all their heirs, successors-in-interest, assigns, legal representatives, executors



1. Hanmanth Rao

2. Kashinatham

3. Venunadham

4. Srinivasa Chary

5. Narayana

6. M. Pranavanadham

7. M. Pravarakya

8. M. Kashinatham

9. M. Hanmanth Rao

10. V. Yogiaiah

11. V. B. Venkateswarlu

12. M. Ramakrishna Reddy

AND

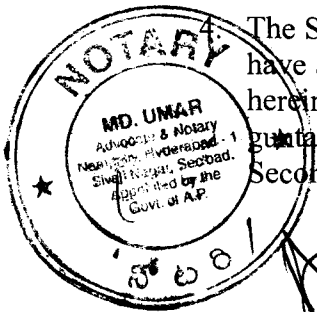
18. **M/s. Sai Nidhi Estates & Developers**, a partnership firm represented by its Managing Partner Shri. G. Nageshwar Reddy S/o. G. Ramachandra Reddy aged about 45 years resident of Plot No.40, 2<sup>nd</sup> Avenue Bhaskar Rao Nagar, Sainikpuri, Secunderabad (hereinafter referred to as the **SECOND AGREEMENT HOLDER** which terms shall mean and include all their heirs, successors-in-interest, assigns, legal representatives, executors etc.)

AND

19. **Shri. Survi Ganesh Goud** S/o. Late Shri. Shivalingam Goud aged about 49 years resident of Flat No. 305, Sri Sai Apartments, Kamala Nagar, ECIL X Road, Hyderabad.  
20. **Shri. M. Malla Goud** S/o. Shri. M. Balaraj Goud aged about 40 years resident of LIG 530, HB Colony, Phase II, Moula-Ali, R. R. District (hereinafter collectively referred to as **THIRD AGREEMENT HOLDERS** which terms shall mean and include all their heirs, successors-in-interest, assigns, legal representatives, executors etc.)

**DO HEREBY JOINTLY AND SEVERALLY SOLEMNLY SATE AND CONFIRM ON OATH AS UNDER:**

1. We, the **OWNERS** at Serial No. 1 to 5 are sons and legal heirs of Late Shri. Chinna Rama Chary and are the absolute Owners and in possession of all that agricultural land admeasuring 7 acres 26 guntas in Survey Nos. 128,129,132,133,134,135 and 136 situated at Rampally Village and Grampanchayat, Keesara Mandal, Ranga Reddy District by virtue of Partition Deed dated 05.09.2002 duly registered at S.R.O, Shameerpet of Ranga Reddy District as document No.4838/2002. The necessary mutation in favour of the **OWNERS** at serial No 1 to 5 has been done in the Office of the Mandal Revenue Officer, Keesara Mandal, Ranga Reddy District and is evidenced by title deed pass book issued by MRO bearing Patta Serial No.1306 (438557), 1307 (438554), 1308 (438556), 1309 (438555) and 1310 (438558).
2. The **OWNERS** have offered to sell to the First Agreement Holders 5 acres 08 guntas forming part of survey Nos.128, 129,132,133 & 136 out of the above referred total area of 7 acres 26 guntas for a consideration and the First Agreement Holders have agreed to purchase the same under certain terms and conditions agreed upon. The First Agreement Holders have paid a token advance to the Owners as part of the agreed consideration.
3. The First Agreement Holder on a later date with consent of the Owners have agreed to sell the above referred 5 acres 08 guntas of agricultural land to the Second Agreement Holder namely M/s. Sai Nidhi Estates & Developers for a consideration and under certain terms and conditions as mutually agreed upon. The Second Agreement Holder has paid a token advance to the First Agreement Holder as part of the agreed consideration.



The Second Agreement Holder on a later date with consent of the First Agreement Holders have agreed to sell to Shri. Survi Ganesh Goud and Shri. M. Malla Goud who are referred herein as Third Agreement Holders the above referred agricultural land of 5 acres and 08 guntas for a consideration. The Third Agreement Holders has paid a token advance to the Second Agreement Holder as part of the agreed consideration.

2 *Kamathay*

3 *Sh*

4 *Mohy*

5 *Devaraj*

6 *M.P. Madhu*

7 *M. Pravarajya*

8 *u*

9. *M. K. Reddy*

10 *Shree*

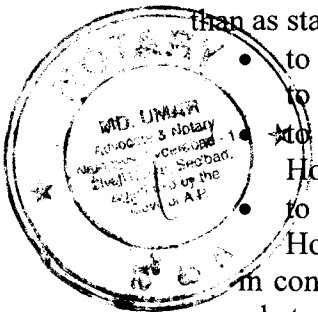
11 *Shree*

12 *M. Madhu*

5. Whereas **M/s. Modi & Modi Constructions** a registered partnership firm having its registered office at 5-4-187/3 & 4/7/B, third floor, Soham Mansion, M. G. Road, Secunderabad – 500 003, represented by its Managing Partner, Mr. Soham Modi (herein referred to as the PURCHASER which terms shall mean and include all their heirs, successors-in-interest, assigns etc.) are in the business of real estate development and have been approached by the Third Agreement Holders for purchase of the above referred land..
6. All the above transactions were not be completed and pending finalization of various terms and conditions and the exact particulars of the land area agreed to be sold no formal written agreements have been entered into by the respective parties from time to time. However the Owners have represented to the Purchaser the sequence and events of the above transactions and the amounts paid under each of the above transactions.
7. The Owners, the First Agreement Holder, the Second Agreement Holder and Third Agreement Holder have now canceled and nullified all the previous agreements in respect of the above referred land and have agreed to sell the same to the Purchaser herein for a consideration. The Purchaser have agreed to purchase the same provided all the previous agreement holders relinquishes, surrenders and conveys all their rights, title, interest, claim of whatsoever nature in favour of the Purchaser so that the Purchaser shall be entitled to hold and enjoy the same as absolute owner.
8. Whereas upon physical measurement of the land and the survey done by the MROs office it was found that the physical area on site was only acres 4-20 guntas as per the details given below:

S.No.	Survey No.	Acres	Guntas
1.	128	0	33
2.	129	1	09
3.	132	0	06
4.	133	1	15
5.	136	0	37
	<b>Total:</b>	<b>4</b>	<b>20</b>

9. The Owners, the First Agreement Holders, the Second Agreement Holders, the Third Agreement Holders and the Purchaser have accepted the survey done by the MRO, and have agreed that the total area being sold by the Owners and subsequently by the agreement holders is acres 4-20 guntas and payment for the same is to be calculated for acres 4-20 guntas instead of acres 5-08 guntas as mentioned above.
10. The Owners have also represented to the Purchaser that there are no agreements other than as stated above and upon the request of the Owners the Purchaser has repaid
  - to the First Agreement Holder all the amounts paid by the First Agreement Holder to the Owners,
  - to the Second Agreement Holder all the amounts paid by the Second Agreement Holder to the First Agreement Holder,
  - to the Second Agreement Holder all the amounts paid by the Second Agreement Holder to the Third Agreement Holder
 in consideration of surrendering and relinquishing all their rights, title, interest, claim what so ever nature in the above referred property.



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11. The First Agreement Holder, the Second Agreement Holder and the Third Agreement hereby confirm that they have received full and final refund of the amounts paid by them and that they hereby surrender relinquish and convey all their rights, claims, interest of whatsoever nature in the above referred land in favour of the Purchaser.
12. That the First Agreement Holder, the Second Agreement Holder and Third Agreement Holder hereby declare that if any claim is made by any person either claiming through them or otherwise in respect of the above referred land it shall be their joint and several responsibility to satisfy such claims and to indemnify the Owners and the Purchaser for any loss put to them.
13. That the Second Agreement Holder namely M/s Sai Nidhi Estates and Developers declare that theirs is a partnership firm and the constitution of the firm is as under:
- Shri G. Nageswar Reddy S/o. Shri. G. Rama Chandra Reddy
  - Smt. G Shobha Rani, W/o. G. Nageswar Reddy
  - Shri K.Venkat Reddy, S/o. Late Buchi Reddy
  - Smt. K. Veena Reddy, W/o. K. Venkat Reddy
  - Shri A.K. Chakravarthi, S/o. A. Trimuthulu,
  - Smt. A. Sita Mahalakshmi, W/o. A.K. Chakravarthi
  - Shri K.C. Kesava Rao, S/o. Panduranga Rao
  - Smt. K. Annapurna, W/o. K.C. Kesava Rao
  - Shri Mr. V. Mahender Reddy, S/o. V. Mukunda Reddy
  - Shri V. Mukunda Reddy, S/o. V. Laxma Reddy

Mr. G. Nageswar Reddy has represented that all the above referred partners constituting the partnership firm will execute an affidavit separately in confirmation of relinquishment of all the rights under this affidavit.

I, Muniganti Hanmanth Rao, the above named deponent hereby declare and verify that the above contents are true to the best of my knowledge.

Signed and verified on this the 15<sup>th</sup> day of August 2004.

*[Handwritten signature of Muniganti Hanmanth Rao]*

I, Muniganti Kashinatham, the above named deponent hereby declare and verify that the above contents are true to the best of my knowledge.

Signed and verified on this the 15<sup>th</sup> day of August 2004.

*[Handwritten signature of Muniganti Kashinatham]*

I, Muniganti Venunadham, the above named deponent hereby declare and verify that the above contents are true to the best of my knowledge.

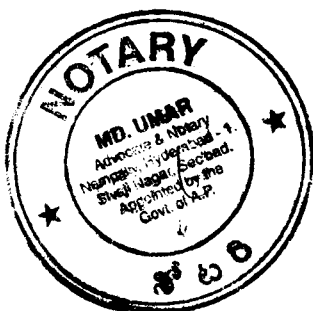
Signed and verified on this the 15<sup>th</sup> day of August 2004.

*[Handwritten signature of Muniganti Venunadham]*

I, Muniganti Srinivasa Chary, the above named deponent hereby declare and verify that the above contents are true to the best of my knowledge.

Signed and verified on this the 16<sup>th</sup> day of August 2004.

*[Handwritten signature of Muniganti Srinivasa Chary]*



I, Muniganti Narayana, the above named deponent hereby declare and verify that the above contents are true to the best of my knowledge.

Signed and verified on this the 10<sup>th</sup> day of August 2004.

*Muniganti Narayana*

I, Muniganti Pranavanadham, the above named deponent hereby declare and verify that the above contents are true to the best of my knowledge.

Signed and verified on this the 10<sup>th</sup> day of August 2004.

*M. Pranavanadham*

I, Muniganti Pravarakya, the above named deponent hereby declare and verify that the above contents are true to the best of my knowledge.

Signed and verified on this the 10<sup>th</sup> day of August 2004.

*M. Pravarakya*

I, V. B. Venkateswarlu, the above named deponent hereby declare and verify that the above contents are true to the best of my knowledge.

Signed and verified on this the 10<sup>th</sup> day of August 2004.

*V. B. Venkateswarlu*

I, M. Ramakrishna Reddy, the above named deponent hereby declare and verify that the above contents are true to the best of my knowledge.

Signed and verified on this the 10<sup>th</sup> day of August 2004.

*M. Ramakrishna Reddy*

I, G. Nageshwar Reddy, the above named deponent hereby declare and verify that the above contents are true to the best of my knowledge.

Signed and verified on this the 10<sup>th</sup> day of August 2004.

*G. Nageshwar Reddy*

I, Survi Ganesh Goud, the above named deponent hereby declare and verify that the above contents are true to the best of my knowledge.

Signed and verified on this the 10<sup>th</sup> day of August 2004.

*Survi Ganesh Goud*

I, M. Malla Goud, the above named deponent hereby declare and verify that the above contents are true to the best of my knowledge.

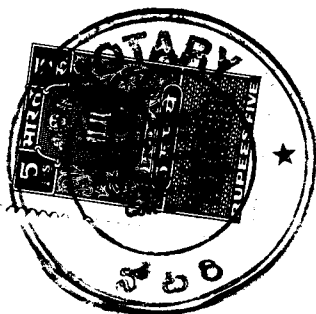
Signed and verified on this the 10<sup>th</sup> day of August 2004.

*M. Malla Goud*

**WITNESSES:**

- 1.
- 2.

**"ATTESTED"**



**MOHAMMAD UMAR, B.A., B.L.**  
Advocate & Notary  
Appointed by the Govt. of A.P. (India)  
for Nampally of Hyderabad & Secunderabad  
Beside A1 Stationery at Ajanta Gate,  
Exhibition Ground, M.J. Road, Hyderabad.

Entered in the Register  
as S. No. 1012 of 2004

**10 AUG 2004**