

ఆంద్ర స్థాన్ अग्ने प्रदेश ANDHRA PRADESH Bold to Modi & Modi Coustructions. For Whom.

AFFIDAVIT

We,

- 1. Shri. Muniganti Hanmanth Rao, S/o. Late Chinna Rama Chary aged about 55 years
- 2. Shri. Muniganti Kashinatham, S/o Late Chinna Rama Chary aged about 50 years
- 3. Shri. Muniganti Venunadham, S/o Late Chinna Rama Chary aged about 46 years
- 4. Shri. Muniganti Srinivasa Chary, S/o Late Chinna Rama Chary aged about 38 years
- 5. Shri. Muniganti Narayana, S/o Late Chinna Rama Chary aged about 33 years
- 6. Shri Muniganti Pranavanadham, S/o Shri M. Hanmanth Rao, aged about 25 years,
- 7. Shri Muniganti Pravarakya, S/o. Shri M. Kashinatham, aged about 20 years Sl. No. 1, 3, 4, 5 & 6 are residents of Rampally Village, Keesara Mandal, Ranga Reddy District and Sl. No. 2 & 7 are residing at H. No. 29-117, Shailaga Residency, G-1, New Vidya Nagar, Neredment, Malkagiri, Hyderabad (hereinafter collectively referred to as the OWNES which terms shall mean and include all their heirs, successors-in-interest, assigns, legal representatives, executors etc.,)

AND

8. Shri SURVI GANESH GOUD, S/o Late Shri Shivalingam Goud aged aboul 49 resident of Flat No. 305, Sri Sai Apartments, Kamala Nagar, ECIL X Road, Hyder bad

9. Shri M. MALLA GOUD, S/o Shri M. Balaraj Goud aged about 40 years resident des LIG 530, HB Colony, Phase II, Moula-Ali, R.R. District.

(hereinafter referred to as AGREEMENT HOLDERS which expressions shall include and mean all their heirs, successors, nominees, assignees, executants, administrators etc.,)

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<u>DO HEREBY JOINTLY AND SEVERALLY SOLEMNLY STATE AND CONFIRM</u> 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 agriculture land admeasuring 2 acres 08 guntas forming a part of Survey Nos. 134,135 and 136 situated at Rampally Village and Grampanchayat, Kesara 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 Office, 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 (4385555) and 1310 (438558)

The Owners have offered to sell to the Agreement Holders 2 acres 08 guntas forming a part of survey nos. 134, 135 & 136 for a consideration and the Agreement Holders have agreed to purchase the same under certain terms and conditions agreed upon. The Agreement Holders have paid a token advance to the Owners as part of the agreed consideration.

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 Shri Soham Modi, Son of Sri Satish Modi aged about 35 years, Occupation: Business (herein referred to as the PURCHASER which terms shall mean and include all their heirs, successors-in-interest, assign, etc.) are in the business of real estate development and have been approached by the Agreement Holders for purchase of the above refereed land.

All the above transaction 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 Purchase the sequence and events of the above transactions and the amounts paid under the above transactions

The Owners and the Agreement Holders have now canceled and nullified all the previous agreements in respect of the 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 that the previous agreement holders relinquishes, surrender and conveys all their rights, title, interest, claim of whatsoever nature in favor of the Purchase so the Purchaser shall be entitled to hold and enjoy the same as absolute owner.

The Agreement Holder hereby confirms 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 refereed land in favour of the Purchaser.

That the Agreement Holder hereby declares 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 Purchasers for any loss put to them.

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

Signed and verified on this the day of September 2005.

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Page 2 of 3

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

Signed and verified on this the day of September 2005.

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

Signed and verified on this the day of September 2005.

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

Signed and verified on this the day of September 2005.

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

Signed and verified on this the day of September 2005.

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

Signed and verified on this the day of September 2005.

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

Signed and verified on this the day of September 2005.

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

Signed and verified on this the day of September 2005.

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

Signed and verified on this the day of September 2005.

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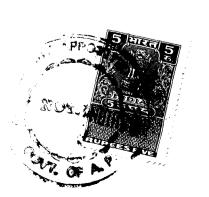
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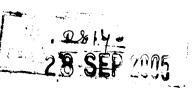
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NOTARY N. KOTESWARA RAU BAEL

Advocate≕(Ex) Govt. Pleade Beside Vinayaka Ground, Sanathnagar, HYDERABAD-18



Page 3 of 3