



తెలంగాణ తెలంగాణ TELANGANA

Sl. No. 4201 010/2016 Rs. 100/-

SOLD TO L. Rama chara s/o late L. Raghavendra Rao

For Whom: Modi Reddy (Himyalaguda) L.L.P. R/o Hyd

D 914707  
The Advocates' Mutually Aided Co-operative Society Ltd.

Rep. By Prahad Patil, Licenced Stamp Vendor,  
LIC.No: 1609-025 of 2014, City Civil Court Premises,  
Secunderabad, Telangana State, Phone No: 040-27808105

### INDEMNITY DEED

This Indemnity Deed ("Indemnity Deed") is made and executed at Hyderabad on this 15<sup>th</sup> day of April, 2016:

BY

1. Smt. Anireddy Vasudha Reddy, W/o. Late Shri. Veera Reddy, aged about 51 years, Occupation House wife, resident of Flat no. A 402, Aditya Hilltop, Road no. 82, Jubilee Hills, Filmnagar Sub-port, Hyderabad.
2. Shri. Anireddy Sujay Reddy, S/o. Late Shri. Veera Reddy, aged about 31 years, Occupation Business, resident of Flat no. A 402, Aditya Hilltop, Road no. 82, Jubilee Hills, Filmnagar Sub-port, Hyderabad.
3. Shri. Anireddy Ajay Reddy, S/o. Late Shri. Veera Reddy, aged about 29 years, Occupation Business, resident of Flat no. A 402, Aditya Hilltop, Road no. 82, Jubilee Hills, Filmnagar Sub-port, Hyderabad.

Hereinafter jointly referred to as the Indemnifying Party, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns.

A. Sujay Reddy

A. Vasudha Reddy

A. Vasudha Reddy

IN FAVOUR OF

1. Modi Realty (Miriyalaguda) LLP, a company incorporated under companies act having its office at 5-4-187/3&4, II floor, Soham Mansion, M.G. Road, Secunderabad -500 003, represented by its Director Shri Soham Modi, Son of Late Shri. Satish Modi aged about 46 years.
2. M/s. Modi Properties & Investment Private Limited, a Company duly incorporated under the Companies Act, 1956 having its registered office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003 and represented by its Managing Director Mr. Soham Modi, S/o. Shri Satish Modi, aged about 46 years, Occupation Business

Hereinafter jointly referred to as the Indemnified Party and severally as Indemnified Party no. 1 & Indemnified Party no. 2 respectively which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, administrators and permitted assigns;

WHEREAS:

- A. The Indemnifying Party are absolute owners and possessors of land admeasuring about Ac. 16-19 gts., in Sy. No. 786, Miriyalaguda Village, Miriyalaguda Mandal, Nalgonda District, Telangana. Originally Mr. Kancharla Jitender Reddy, S/o. Ramakrishna Reddy along with Late Mr. Anireddy Veera Reddy, S/o. Raghav Reddy were the owners of the said land in Sy. No. 786. The names were duly recorded in the pahanis since 1956 as owners and possessors of the said land.
- B. Late Mr. Anireddy Veera Reddy died on 11.07.2009 and the MRO Miriyalaguda has issued a family member certificate bearing no. E/968/2010 dated 26.03.2010, certifying the Indemnifying Party herein as the sole legal heirs of late Mr. Anireddy Veera Reddy.
- C. After the death of late Mr. Anireddy Veera Reddy, the Indemnifying Party herein inherited the portion of land owned by him in Sy. No. 786. Further, Mr. Kancharla Jitender Reddy has also transferred his share of land in Sy. No. 786 to the Indemnifying Party herein. The MRO Miriyalaguda has appropriately recorded the change in ownership of the land admeasuring Ac. 16-19 gts., in Sy. No. 786 from Mr. Anireddy Veera Reddy and Mr. Kancharla Jitendr Reddy in favour of the Indemnifying Party herein. The Record of Rights (ROR) dated 16.09.2011 reflects the transfer of the Ac. 16-19 gts., in Sy. No. 786, of Miriyalaguda Village in favour of the Indemnifying Party.
- D. Accordingly, the Indemnifying Party herein have become absolute owners and possessors of land admeasuring about Ac. 16-19 gts., in Sy. No. 786, Miriyalaguda Village, Miriyalaguda Mandal, Nalgonda District, Telangana. The MRO Miriyalaguda has issued patta passbooks and title books in their favour as per the details given below.

*A. Sujay Reddy*

*A. Jay Reddy*

*A. Karudha Reddy*

Name of Pattedar	Patta No.	Pass book no.	Title book no.	Extent in Sy. No. 786 Ac – gts.,	Extent in Sy. No. 786/AA Ac – gts.,
Anireddy Vasudha Reddy Owner no. 1	2071	963442	963442	2-26	4-09.5
Anireddy Sujay Reddy Owner no. 2	2070	963441	963441	2-27	4-09.5
Anireddy Ajay Reddy Owner no. 3	2069	963440	963440	2-27	--

- E. The Indemnifying Party have expressed interest in developing a portion of the above mentioned land, admeasuring about Ac. 6-18 gts., forming a part of Sy. No. 786, Miriyalaguda Village, Miriyalaguda Mandal, Nalgonda District, Telangana (herein after referred to as the Scheduled Land and more fully described in the schedule given herein) by constructing residential houses/villas along with common amenities like clubhouse, roads, drains, water & electricity supply, landscaping, gates, children's park, compound wall, sports & recreational facilities, etc.
- F. The Indemnified Party has agreed to take on development the Scheduled Land as proposed by the Indemnifying Party. The Indemnified Party intends to develop the entire Scheduled Land by constructing residential houses/villas along with certain common amenities.
- G. Accordingly the Parties herein have entered into an Memorandum of Understanding dated 15<sup>th</sup> April, 2016 for development of the Scheduled Land. As per the terms of the said MOU the Indemnifying Party shall execute a registered Joint Development Agreement in favour of the Indemnified Party at the time of obtaining permit for building construction. The Indemnified Party has agreed to develop houses on the Scheduled Land and the houses so developed shall be owned by the Indemnifying Party and Indemnified Party in the ratio mentioned in the MOU.
- H. The Indemnified Party has expressed concern about the manner in which ownership of Ac. 8-19 gts., forming a part of Sy. No. 786, Miriyalaguda Village, Miriyalaguda Mandal, Nalgonda District, Telangana was transferred from Mr. Kancharla Jitender Reddy to the Indemnifying Party herein. The Indemnified Party is not entirely satisfied with the manner of transfer of the said land and has requested the Indemnifying Party to indemnify it against any claims made by Mr. Kancharla Jitender Reddy or his heirs or any related persons/entities claiming title or interest in the Scheduled Land which is proposed to be developed.
- I. The Indemnifying Party has assured the Indemnified Party that they are owners of the total extent of Ac. 16-19 gts., in Sy. No. 786 of Miriyalaguda Village and the area of the land being developed is only Ac. 6-18 gts. They are the owners and possessors of the balance land admeasuring Ac. 10-01 gts., which is not proposed to be developed under the said MOU. In the unlikely event of any claim being made by Mr. Kancharla Jitender Reddy or his heirs or any related persons/entities against this Scheduled Land, the Indemnifying Party shall settle their claims from out of the said balance land admeasuring Ac. 10-01 gts.

*A. Sujay Reddy*

*A. Kancharla Jitender Reddy*

*A. Vasudha Reddy*

- J. The Indemnifying Party thus further assured the Indemnified Party that the Indemnifying Party has sufficient resources/assets to settle any claims made by Mr. Kancharla Jitender Reddy or his heirs or any related persons/entities against the Scheduled Land, in monetary terms. Further, the Indemnifying Party has substantial lands and other properties in Miriyalaguda which can be used for settling any such claims.
- K. On the basis of the above representations, the Indemnified Party has expressed its intention and desire to develop the Schedule Property, provided however that the Indemnifying Party shall indemnify and keep indemnified the Indemnified Party against any loss, costs, expenses, liability or damage that the Indemnified Party or its prospective purchaser, may suffer as a result of any claims made by Mr. Kancharla Jitender Reddy or his heirs or any related persons/entities against the Scheduled Land in accordance with the terms of this Indemnity Deed.

NOW THIS INDEMNITY DEED WITNESSES AS UNDER:

1. The Indemnifying Party undertakes to indemnify, defend and hold harmless the Indemnified Party, their officers, directors, employees, customers, purchasers of houses in the Scheduled Land and agents, at all times, to the fullest extent lawful, without any demur, from and against any loss, costs, expenses, liability or damage suffered by the Indemnified Party as a result of any actions, suits, claims, proceedings, damages, judgments and amounts paid in settlement (including without limitation attorneys' fees and disbursements at actuals) relating to or arising solely out of any claims made by Mr. Kancharla Jitender Reddy or his heirs or any related persons/entities against the Scheduled Land
2. In case of any claims made by Mr. Kancharla Jitender Reddy or his heirs or any related persons/entities against the Scheduled Land or the Indemnified Party, the Indemnifying Party shall settle such claims out of the balance area in Sy. No. 786 or in monetary terms or other properties owned by the Indemnifying Party in Miriyalaguda.
3. It is hereby clarified that this Indemnity Deed shall be governed by and construed in accordance with the Indian law. It is also clarified that courts at Hyderabad have exclusive jurisdiction to settle any dispute arising out of or in connection with this Indemnity Deed (including a dispute relating to any non-contractual obligations arising out of or in connection with this Indemnity Deed) and the Indemnifying Party submits to the exclusive jurisdiction of such courts.

A. Sujay Reddy

Kancharla Jitender Reddy

A. Varadar Reddy

