

తెలంగాణ తెలంగాణ TELANGANA  
S.No. 3768 Dt. 28/11/17 Rs. 100  
Sold SHAFI  
S/D/W/o. SAMEER HASHMI - MEDCHAL  
For Whom. SILVER OAK REALTY

H 840923  
HANUMANLA NARESH  
Licensed Stamp Vendor,  
L.No. 15-07-039/2013, R.L.No. 15-07-025/2015  
H.No. 5-1-121/2, H.C.K. Complex, Meerpet, Uppal,  
Medchal District, Telangana, 500 076 Ph. : 98853 07907


#### AGREEMENT



This Agreement executed at Secunderabad on this the 28<sup>th</sup> day of November, 2017 by and between:

M/s. Silver Oak Realty a registered re-constituted partnership firm (Formerly known as M/s. Mehta & Modi Homes) vide registration No. 873 of 2003 dated 01.09.2015 having its registered office at 5-4-187/3 & 4, II Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003, represented by its Partner Shri Soham Modi, Son of Sri Satish Modi, aged about 48 years hereinafter referred as the First Party (PAN: ACXFS3783R).

#### AND

1. MR. SUMAN V. AMARNATH, SON OF MR. V. AMARNATH aged about 37 years, Occupation: Service.
2. MRS. IRA SUMAN. VAGIPURAPU, WIFE OF MR. SUMAN V. AMARNATH, aged about 51 years, Occupation: Service.  
residing at Plot no. 309, in the project known as Silver Oak Bungalows, forming part of Sy. Nos. 31, 40(P), 41(P), 42, 44, 45 & 55, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, hereinafter jointly referred to as the Second Party.

For SILVER OAK REALTY  
  
Partner

1x   
2x 

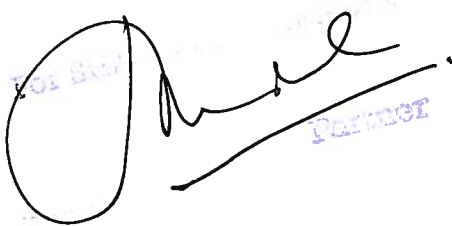
The term First Party and Second Party referred to above shall mean and include all their heirs, successors-in-interest, assignees, legal representatives, administrators, executors, nominees, etc.

**WHEREAS:**


- A. Whereas the Second Party has purchased the Plot No. 309 admeasuring 272 Sq. Yards. forming part of Sy. Nos. 31, 40(P), 41(P), 42, 44, 45 & 55, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District by way of registered sale deed No. 7713/2010 dated 20.10.2010 registered at SRO Uppal from the First Party.
- B. In the said sale deed 272 Sq. Yards of land was sold to the Second Party by the First Party. However, inadvertently the First Party has included 41 Sq. Yards of land designated for buffer zone into the plotted area of plot no. 309. As per the bye-laws the buffer zone cannot be sold as a part of plot of land for residential use.
- C. The First Party has brought this mistake to the notice of the Second Party and after negotiations the First Party and Second Party have come to the following agreement.

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. That the Second Party agrees to give up its right on the 41 sq.yards, which is as informed by the First Party, forming a part of buffer strip i.e., 2 mtrs (6'6") x about 57' = about 41 Sq. Yards from the existing compound wall.
2. That the Second Party has handed over physical portion of the 41 Sq. Yards to the First Party on this day.
3. The First Party agrees to re-construct a compound wall after leaving the agreed 41 Sq. Yards at its cost.
4. The First Party at its cost agrees to erect a temporary fence 1 meter north of the compound wall proposed to be constructed for safety purposes, till such time the compound wall is re-constructed.
5. The First Party agrees and assures to Second Party it shall reconstruct a compound wall within a period of 14 days (with a grace period of another 14 days) from the date of demolition of the existing compound wall.
6. That the plan of the original plot of land, the land that is handed over to the First Party by the Second Party, the location of the temporary fence and the location of the compound wall to be erected are given in Annexure – A. Both parties have agreed to the proposed plan.

  
Partner

10 

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7. The First Party agrees to compensate the Second Party at the rate of Rs. 15,000/- per sq yard x 41 Sq. Yards = Rs. 6.15 lakhs as full and final compensation for giving up all rights, title, interest in the land effected i.e. for 41 Sq. Yards only.
8. The First Party shall pay the Second Party the said amount by way of PDCs as follows:

Cheque No	Date	In favour of	Amount	Bank
003682	04-12-2017	Suman Vangipurapu Amarnath	1,00,000/-	HDFC
003683	11-12-2017	Suman Vangipurapu Amarnath	1,00,000/	HDFC
003684	18-12-2017	Suman Vangipurapu Amarnath	1,00,000/	HDFC
003685	25-12-2017	Suman Vangipurapu Amarnath	1,00,000/	HDFC
003686	01-01-2018	Suman Vangipurapu Amarnath	1,00,000/	HDFC
003687	08-01-2018	Suman Vangipurapu Amarnath	1,15,000/	HDFC

9. On receipt of the above amount and after construction of the compound wall, all accounts shall be deemed to have been settled and neither party shall have any claim of whatsoever nature against each other with respect to the present agreement only.
10. The Second Party agrees to not cause any obstruction or hindrance for the work to be taken up by the First party and First Party assures to complete the entire work as agreed under clause No. 5 of the present agreement.
11. The First Party further covenant that the remaining plot of the land, after the handover of the above mentioned 41 Sq. Yards and admeasuring approximately 231 Sq. Yards is free from all sorts of encumbrances, charges, cess or attachment of whatsoever nature and as such the First Party hereby give warranty of title. If any claim is made by any person either claiming through the First Party or otherwise in respect of the remaining plot it shall be the responsibility of the First Party alone to satisfy such claims. In the event of Second Party being put to any loss on account of any claims on the remaining plot and the First Party shall indemnify the Second Party fully for such losses.

For SILVER OAK REALTY  
  
 Partner


12. The First Party and the Second Party hereby undertake to register this agreement as and when called upon by either of the parties at any time. The expenses of stamp duty and registration charges of this agreement and all other incidental expenses shall be borne by the First Party.

IN WITNESSES WHEREOF this Agreement is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESS:

1. *Rekha V Amarnath*

2. *[Signature]*

*[Signature]*  
FOR SILVER OAK REALTY  
Partner  
M/s. Silver Oak Realty  
First Party

*[Signature]*  
SUMAN V. AMARNATH  
Second Party

*[Signature]*  
MRS. IRA SUMAN VAGIPURAPU  
Second Party

2019-10-08 12:05:00

**PLAN SHOWING**

41 sq yds

**IN SURVEY NO.**

PLOT NO. 309, SY. NOS. 31, 40(P), 41(P), 42, 44, 45 & 46

**Situated at**

SILVEROAK BUNGALOWS, CHERLAPALLY,

**Mandal, R.R. Dist.**

M/S. SILVEROAK REALTY

REPRESENTED BY ITS PARTNER SHRI SOHAM MODI, S/O. LATE SRI SATISH MODI

MR. SUMAN V. AMARNATH, S/O. MR. V. AMARNATH

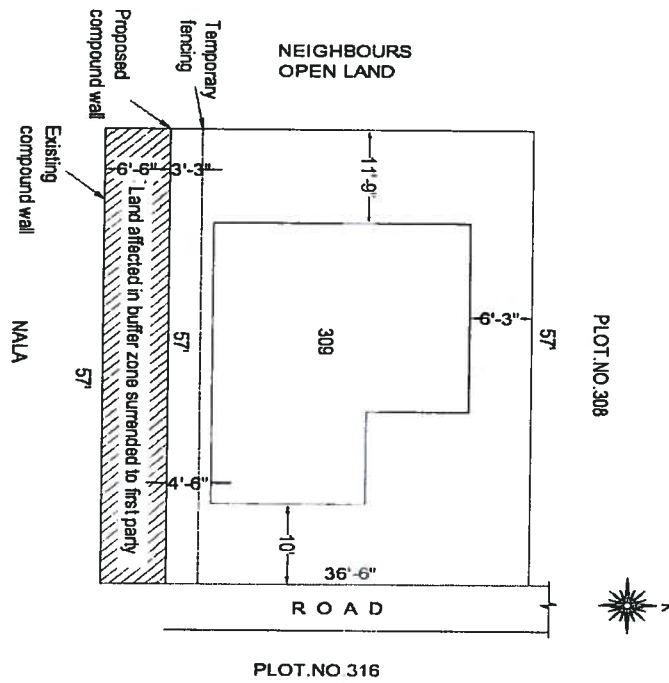
MRS. IRA SUMAN. VAGIPURAPU, W/O. MR. SUMAN V. AMARNATH

REFERENCE:  
AREA: 41 SQ YDS,

SCALE:  
SFT.

INCL:   
SQ. MTRS.

EXCL:



**WITNESSES:**

1.

2.

*[Signature]*  
 SILVEROAK REALTY  
 Partner

**SIGN. OF THE PARTIES**

*[Signature]*