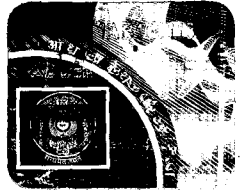




ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH *h-clerks* D4AA 883118

S. No. 1533 *21-2-05* Rs. 1000
 Sold to Mehta & Modi Homes
 For Whom see *see*

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



AGREEMENT

This Agreement is made and executed on this 22nd day of February 2005 by and between:

1. **Sri P. Sanjeeva Reddy**, Son of Late Sri P. Sai Reddy, aged about 57 years, occupation: Agriculture, permanent resident of 2-63, Cherlapally, Ghatkesar Mandal, Ranga Reddy District, presently residing at 2-2-23/22/8, D. D. Colony, Bagh Amberpet, Hyderabad – 500 013, represented by Agreement of Sale-cum-General Power of Attorney Holder Sri Kasula Shankar Goud, Son of Sri K. Rajaiah, aged about 46 years, occupation: Business, resident of H. No. 2-1-15/2, Charlpally, Ghatkesar Mandal, Ranga Reddy district, Vide Regd. Agreement-Cum-G.P.A. Doct.No. 535/2004, Regd. at S.R.O., Uppal, hereinafter referred to as **Sanjeeva**.
2. **Sri Kasula Shankar Goud**, Son of Sri K. Rajaiah, aged about 47 years, occupation: Business, resident of H. No. 2-1-15/2, Cherlpally, Ghatkesar mandal, Ranga Reddy district, hereinafter referred to as the **Goud**.
3. **Shri Jagan Mohan Reddy**, S/o. Late Muthyam Reddy, aged about 51 years, resident of H.No. 3-4-875/4, Barkatpura, Hyderabad – 500 057, hereinafter referred to as **Jagan Mohan**.
4. **M/s. Narne Estates Pvt. Ltd.**, having its registered office at 10, Gunrock Enclave. Secunderabad – 500 003, represented by its Chairman & Managing Director Col. N. Ranga Rao (Retd.), S/o. Late N.V. Naidu, aged about 62 years, hereinafter referred to as **Narne**.

AND

5. **M/s. Mehta & Modi Homes**, a partnership firm having its registered office at 5-4-187/3 & 4, III floor, Soham Mansion, M. G. Road, Secunderabad – 500 003, represented by its Managing Partners Shri Soham Modi, Son of Sri Satish Modi, aged about 34 years, Occupation: Business and Mr. Suresh U. Mehta, S/o. Late Sri Uttamlal Mehta, aged about 53 years, Occupation: Business. herein after referred to as the '**Purchaser**'.

1. *U. Shanmouk* 3. *[Signature]*
 2. *U. Shanmouk* 4. *[Signature]*

5. *[Signature]*
 6. *[Signature]*

The expressions **Sanjeeva**, **Goud**, **Jagan Mohan**, **Narne** and **Purchaser** shall mean and include unless it is repugnant to the context their respective heirs, executors, successors, legal representatives, administrators, nominee, assignee, successor-in-office, etc.

WHEREAS:

1. The father of **Sanjeeva**, Sri P. Sai Reddy inter alia was the owner of Agricultural land aggregating to about Acres 7-34 guntas forming part of Survey No. 291, Cherlapally village. Sri P. Sai Reddy with an intention to sell the same divided the said land into several plots admeasuring from 100 sq. yards to 500 sq. yards. Out of these plots Sri P. Sai Reddy during his life time had sold 18 plots to several intending purchasers and balance land aggregating to acres 6-30 guntas remained unsold.
2. Upon death of Sri P. Sai Reddy on 27.05.1998 **Sanjeeva** became the absolute owner of the balance land/plots admeasuring acres 6-30 guntas by succession from his father.
3. Shri. P. Sai Reddy along with **Sanjeeva** have executed an Agreement of Sale for sale of Ac.7-34 gts in Sy. No. 291 dated 23.11.1989 in favour of Jagan Mohan wherein he is authorized to enter into Agreement of Sale with third parties.
4. The above said Sri P. Sai Reddy along with **Sanjeeva** have executed General Power Attorney dated 22nd February 1993 in favour of **Jagan Mohan** in respect of land forming part of Sy. No. 291 admeasuring 4 acres situated at Cherlapally Village, Ghatkesar Mandal, R.R. District and the same is registered as document no. 130 of 1993 in the office of Sub-Registrar of Vallabh Nagar.
5. **Jagan Mohan** has executed an Agreement to Sell dated 12.05.1992 with **Narne** for sale of Ac. 7-34 Gts. in Sy. No. 291 situated at Cherlapally Village, Ghatkesar Mandal, R.R. District, Hyderabad on terms and conditions contained therein.
6. **Sanjeeva** has offered to sell to **Goud** land to the extent of Ac. 6-30 Gts. out of the total land area of Ac. 7-34 Gts. in Sy. No. 291, situated at Cherlapally Village, Ghatkesar Mandal, R.R. District, Hyderabad for a consideration and have executed an Agreement Of Sale Cum General Power Of Attorney With Possession dated 20th January, 2004. The same is registered as document no. 535/04 in the office of the Sub-Registrar, Uppal, R.R. District.
7. **Goud** by virtue of above referred Agreement Of Sale Cum General Power Of Attorney With Possession dated 20th January, 2004 has offered to sell to the **Purchaser** for a consideration land to the extent admeasuring about Ac. 6-10 Gts. forming part of Sy. No. 291, out of the total original land area of Ac. 7-34 Gts.
8. **Goud** has assured to the **Purchaser** in the course of negotiations that he shall obtain No Objection Certificate and / or Notarised Affidavits from certain persons, firms etc. stating that such parties and persons have no right, title or claim of whatsoever nature in the property agreed to be purchased by the **Purchaser**. In particular, such NOCs were required to be obtained from **Narne**, **Jagan Mohan** & Children of **Sanjeeva**.
9. The **Purchaser** has issued a general public notice on 21/11/2004 in Deccan Chronicle through its advocate Shri Y.S.R. Murthy expressing its intention to purchase the above referred land admeasuring Ac. 6-10 Gts. and calling for claims etc., if any from any member of the general public in respect to the said property.

1x K. Suresh Kumar

3x [Signature]

5x [Signature]

2x K. Suresh Kumar

4x [Signature]

5x [Signature]

10. **Narne** in response to the above referred public notice have raised its objection vide its letter dated 23.11.2004 addressed to **Purchaser's** Advocate Shri Y.S.R. Murthy.
11. The **Purchaser** is desirous to amicably settle the claims of the all the parties so that it has absolute, unfettered, clear, marketable title, free from all encumbrances, charges, etc.
12. **Sanjeeva, Goud, Jagan Mohan & Narne** have agreed to execute this agreement to ensure and assure the **Purchaser** that they henceforth will have no title, claim, interest of whatsoever nature over the land agreed to be purchased by the **Purchaser** on certain terms and conditions agreed upon by the parties hereto.
13. The parties hereto are desirous of recording into writing the agreement reached amongst themselves.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

1. That **Goud** has agreed to pay to **Narne** a total sum of **Rs. 45,00,000/- (Rupees Forty Five Lakhs only)** which is inclusive of all money claims on all accounts of **Narne over Goud** in respect of the entire land area of Ac. 7-34 Gts. in Sy. No. 291, situated at Cherlapally Village, Ghatkesar Mandal, R.R. District, Hyderabad.
2. That the **Goud** shall pay the above agreed sum of **Rs. 45,00,000/- (Rupees Forty Five Lakhs only)** to **Narne** within 20 days of this agreement. However, **Goud** shall be allowed grace period of further 60 days for the payment of the agreed sum together with interest calculated @ 18% p.a.
3. That **Goud** has already paid a sum of **Rs. 15,00,000/- (Rupees Fifteen Lakhs only)** to **Narne** by way of Demand Drafts:

D.D. No.	Date	Amount	Drawn on
110703	21/02/05	5,00,000/-	HDFC Bank, Secunderabad Branch
110704	21/02/05	5,00,000/-	HDFC Bank, Secunderabad Branch
110714	22/02/05	5,00,000/-	HDFC Bank, Secunderabad Branch

The receipt of same is hereby admitted and acknowledged by the Narne. Balance amount of **Rs. 30,00,000/- (Rupees Thirty Lakhs Only)** will be paid to Narne within 20 days of this agreement.

4. That it is specifically agreed that the amount payable to Narne shall be the joint responsibility of **Goud** and the **Purchaser**.
5. That the amounts paid by the **Purchaser** directly to **Narne** under this agreement shall be deemed to have been paid for and on behalf of **Goud** for which necessary receipt and acknowledgements shall be given by **Goud** to the **Purchaser**. These payments will be appropriated towards the consideration payable by the **Purchaser** to **Goud** in respect land admeasuring Ac. 6-10 Gts. agreed to be sold by **Goud**.
6. That henceforth upon execution of this agreement **Sanjeeva, Goud, Jagan Mohan and Narne** shall have no objection, right, title, interest, claim, charge, encumbrance, lien etc., of whatsoever nature over land admeasuring Ac. 6-10 Gts. forming a part of Sy. No. 291 situated at Cherlapally Village, Ghatkesar Mandal, R.R. District, Hyderabad. The claims, if any shall strictly be restricted only in monetary terms for the amount remaining unpaid under this agreement.
7. That **Narne** specifically declares that all their rights, claims, interest etc., of whatsoever nature over the property under this agreement arising by virtue of Agreement to Sell dated 12.05.1992 and/or under any other agreements oral/written henceforth on execution of this Agreement is waived.

Y.S.R. Murthy
Y.S.R. Murthy

Sanjeeva
Goud

Y.S.R. Murthy
Y.S.R. Murthy

8. That **Jagan Mohan** declared that all his rights, claims, interest etc., of whatsoever nature over the property under this agreement arising by virtue of Agreement to Sell dated 23.11.1989 and/or under any other agreements oral/written henceforth on execution of this Agreement is waived.
9. That **Sanjeeva, Goud, Jagan Mohan and Narne** shall indemnify the **Purchaser** fully if on a future date any person directly or claiming through them claims any right, title, interest etc., from the Purchaser over the said property.
10. That the parties hereto have agreed to do all such acts and things and to execute such deeds, affidavits, give NOC's, be witness in execution of subsequent sale deeds etc., that may be necessary to assure and ensure the perfect legal marketable title in favour of the **Purchaser**.

The schedule of the property which is the subject matter of this agreement is as given below:

SCHEDULE OF THE PROPERTY

All that agricultural land admeasuring about Ac. 6 – 10 Gts. forming a part of Survey No. 291, Cherlapally village, Ghatkesar Mandal, Ranga Reddy District, marked red in the plan annexed hereto, bounded on:

NORTH BY	: Premises owned by K. Pratap Reddy in Sy. Nos. 36 (P), 37 (P), 38(P), 39 (P) and 291 (P).
SOUTH BY	: Proposed 100' wide leading from Cherlapally IDA to Cherlapally Railway Station.
EAST BY	: Village Gadi wall
WEST BY	: Portion of land belonging to Vendors and road in Sy. No. 288.

IN WITNESS WHEREOF this Agreement is made and executed on day and date afore mentioned at Secunderabad by the parties hereto in presence of the witnesses mentioned below:

WITNESSES:

1.



x 
P. SANJEEVA REDDY,

2.



x 
K. SHANKAR GOUD,

x 
JAGAN MOHAN REDDY,

x 
COL. N. RANGA RAO (RETD.),
for NARNE ESTATES PVT. LTD.

x 
SOHAM MODI

x 
SURESH U. MEHTA

for MEHTA & MODI HOMES.

Plan showing the agricultural land admeasuring about Ac. 6 – 10 Gts. forming a part of Survey No. 291, Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District.

Vendors

1. Sri P. Sanjeeva Reddy, S/o. late Sri P. Sai Reddy,
2. Sri Kasula Shankar Goud, S/o. Sri K. Rajaiah,
3. Sri Jagan Mohan Reddy, S/o. Late Muthyam Reddy
4. M/s. Narne Estates Pvt. Ltd. Rep by its Chairman & Managing Director Col. N. Ranga Rao (Retd.)

Purchasers

M/s. MEHTA & MODI HOMES, Rep. by its Managing Partners
Sri Soham Modi & Suresh U Mehta

Area

Ac. 6-10 Gts.

Boundaries:

North By:

Premises owned by K. Pratap Reddy in Sy. Nos. 36 (P), 37 (P), 38 (P), 39 (P) and 291 (P).

South By:

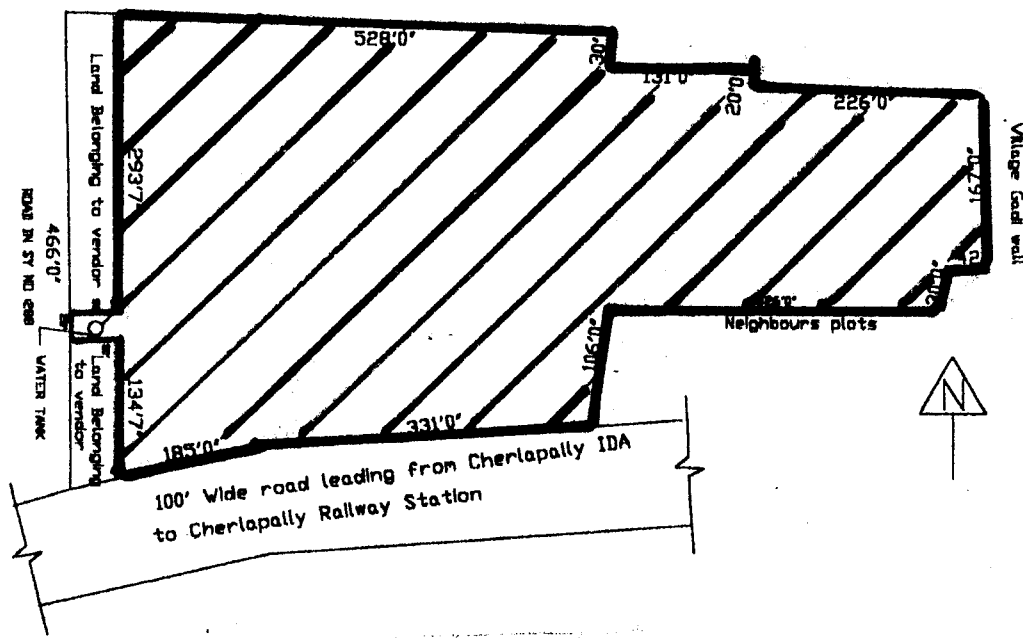
Proposed 100' wide leading from Cherlapally IDA to Cherlapally Railway Station.

East By:

Village Gadi wall.

West By:

Portion of land belonging to Vendor No. 1 and road in Sy. No. 288.



WITNESSES:

1.

2.

VENDORS

1. *Sri P. Sanjeeva Reddy*

1. Sri P. Sanjeeva Reddy.

2. *Sri Kasula Shankar Goud*

2. Sri Kasula Shankar Goud

3. *Sri Jagan Mohan Reddy*

3. Sri Jagan Mohan Reddy

4. *M/s. Narne Estates Pvt. Ltd.*

4. M/s. Narne Estates Pvt. Ltd.
Rep. by Col. N. Ranga Rao (Retd.)

PURCHASERS:

1. *Shri Soham Modi*

1. Shri Soham Modi

2. *Shri Suresh U. Mehta*

2. Shri Suresh U. Mehta

For Mehta & Modi Homes

RECEIPT

Received with thanks from **M/s. MEHTA & MODI HOMES** a partnership firm having its registered office at 5-4-187/3 &4, III rd Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003 represented by its Managing Partner Mr. Soham Modi a sum of **Rs.30,00,000/-** (Rupees Thirty Lakhs only) being the amount paid on my behalf to M/s. Narne Estates Pvt. Ltd. as per details given below

1. **Rs. 10,00,000/-** (Rupees Ten Lakhs only) by way of D. D. No. 110992 dated.10.03.2005 drawn on HDFC Bank, S. D. Road, Secunderabad Branch.
2. **Rs. 10,00,000/-** (Rupees Ten Lakhs only) by way of D. D. No. 110993 dated.10.03.2005 drawn on HDFC Bank, S. D. Road, Secunderabad Branch.
3. **Rs. 10,00,000/-** (Rupees Ten Lakhs only) by way of D. D. No. 110994 dated.10.03.2005 drawn on HDFC Bank, S. D. Road, Secunderabad Branch.

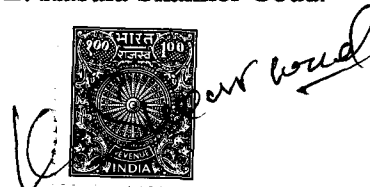

towards part payment of sale consideration for purchase of Ac. 6 – 10 guntas of land forming a part of Sy. No. 291 situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District.

Place: Secunderabad

Date: 11th March 2005.




P. SANJEEVA REDDY
Rep by Agreement of
Sale-Cum-G. P. A. Holder
Mr. Kasula Shanker Goud.

KASULA SHANKER GOUD
S/o. Shri. K. Rajaiah
H.No.2-1-15/2
Cherlapally Village,
Ghatkesar Mandal,
Ranga Reddy District.

RECEIPT

Received with thanks from **M/S. MEHTA & MODI HOMES**, a partnership firm having its registered Office at 5-4-187/3 &4, III rd Floor, Soham Mansion, M. G. Road, Secunderabad – 500 003, represented its Managing Partner Mr. Soham Modi, Son of Sri Satish Modi, aged about 34 years, Occupation: Business, a sum of **Rs. 15,00,000/-** (Rupees Fifteen Lakhs Only) paid on your behalf to M/s. Narne Estates Pvt. Ltd., having its registered office at 10, Gunrock Enclave, Secunderabad – 500 003, as per the details given below,

1. **Rs. 5,00,000/-** by way of D. D. No. 110703, dated 21.02.2005, drawn on HDFC Bank, Secunderabad Branch.
2. **Rs. 5,00,000/-** by way of D. D. No. 110704, dated 21.02.2005, drawn on HDFC Bank, Secunderabad Branch
3. **Rs. 5,00,000/-** by way of D. D. No. 110714, dated 22.02.2005, drawn on HDFC Bank, Secunderabad Branch.

Towards part payment of sale consideration of purchase of part of Ac. 6 –10 guntas of land forming a part of Sy. No. 291, situated at Cherlapally Village Ghatkesar Mandal, Ranga Reddy District.

Place: Secunderabad.
Date: 22nd February 2005.




P. SANJEEVA REDDY
Rep.by agreement of
Sale-Cum-G.P.A.Holder
Mr.K.SHANKER GOUD.




KASULA SHANKER GOUD
S/o. SHRI RAJAI AH
H. No. 2-1-15/2
Cherlapally Village,
Ghatkesar Mandal,
Ranga Reddy District.

RECEIPT

Received with thanks from **M/s. Mehta & Modi Homes** a partnership firm having its registered office at 5-4-187/3 &4, 3rd Floor, Soham mansion, M. G. Road, Secunderabad – 500 003 a sum of **Rs. 50,000/-** (Rupees Fifty Thousand only) being the amount paid on my behalf to Mr. P. Jagan Mohan Reddy vide cheque No.840420 dated 06.04.2005 drawn on HDFC Bank, S. D. Road, Secunderabad towards part payment of sale consideration for purchase of Ac.6-10 guntas of land forming a part of Sy. No. 291 situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District.

Place: Secunderabad

Date: 8th April 2005



P. Sanjeeva Reddy
Rep by Agreement of Sale –
Cum –G.P.A Holder
Mr. Kasula Shanker Goud.



K. Shanker Goud
S/o. K. Rajaiah
2-1-15/2, Cherlapally,
Ghatkesar Mandal,
Ranga Reddy Dist.