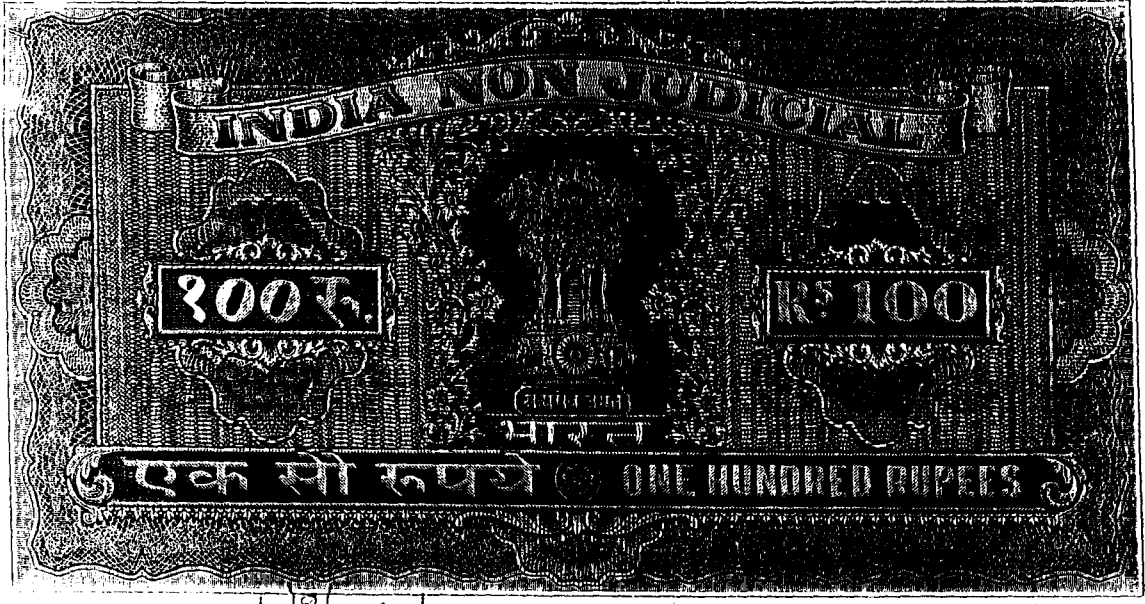


100Rs.



S No. 16688 Date 7/3/96 Rs 100/-
Sold to P. Sudhe & Co. 62635
S/o. D/o. W/o. P. Venkatesw. AP-23-IV-A
For Whom Assd. (Signature)

A. RAGUNATH
Stamp Vendor L. No. 15/88 R No 20/98
Shed No. 2-12-85. Marredpally,
SECUNDERABAD - 500 026.

AGREEMENT

This AGREEMENT executed at Secunderabad, on this the 7th day of March, 1996 by and between:-

F. SUDARSHAN, S/o F. Pentalaiah, aged 41 years, R/o H.No.1-4-485, Musheerabad, Hyderabad;

hereinafter referred to as the "FIRST PARTY" which term shall mean and include whenever the context may so require his heirs, executors, administrators and assigns;

AND

Gurudev Siddhapeeth (formerly known as Gurudev Ashram), a Charitable and Religious Trust, represented by its Honourary Trustee, Sri Satish Modi, S/o Late Sri Manilal C. Modi, aged 53 years; R/o 1-8-167 to 179/3, Sarojini Devi Road, Secunderabad-500 003;

hereinafter referred to as the "SECOND PARTY" which term shall mean and include whenever the context may so require its successors-in-interest; Witnesseth as follows:-

P. Sudharshan

Satish Modi - contd.....2.

x Abhananda

Land, admeasuring 1 acre 35 guntas in Survey No.37 and 38 (part), situated at Begumpet village, Cheekoti Gardens, Vallabh Nagar Taluq, Ranga Reddy District, was gifted to the Second Party under a registered Deed of Gift Settlement, dated 7-7-1975.

The said property originally belonged to Nawab Azam Jung Bahadur, who purchased the same under a registered sale deed, dated 24-1-1344 Fasli. The said Nawab Azam Jung Bahadur sold the land to one Macherla Veerabhadra Rao under a registered sale deed, dt.22-5-1958. The said Macherla Veerabhadra Rao by a sale deed, dt.1-4-1961, sold the property to three persons, namely., Sri Satish Modi, Smt.Girija Ben Modi and Smt.Kusum P.Modi. After the sale in their favour, Sri Satish Modi and Smt.Girija Ben Modi sold their right, title and interest in the property, in favour of Smt.Kusum P.Modi. Thus, Smt.Kusum P.Modi became the owner of the property. She in her turn, gifted the property to Gurudev Ashram, now known as Gurudev Siddha-peeth, under a registered Gift Deed, dated 7-7-1995.

According to the Second Party, it and its predecessors were in possession of the said property. While so, three persons, namely., Varikoppula Marsamma, Varikoppula Laxman and Varikoppula Yadagiri claiming to be the heirs of Varikoppula Ramaiah, claimed protected tenancy in the said land. They claimed that Varikoppula Ramaiah was a protected tenant and after his death, they have become entitled to the rights as protected tenants. They further claimed that they have obtained a succession certificate, as such under Proceedings, dated 24-12-1984. The First Party claiming to be the Power of Attorney-holder of the said heirs, instituted a suit bearing O.S.No.458 of 1984, on the file of the Principal Subordinate Judge, Sarcoornagar, Ranga Reddy District for an injunction against third parties. Thereafter, the Second Party filed a suit for declaration of title in respect of the said property and other reliefs. The said suit was numbered as O.S.No.74 of 1985, on the file of the Principal Subordinate Judge, Sarcoornagar, Ranga Reddy District. After the institution of the said suit, Smt.Varikoppula Marsamma, Varikoppula Laxman and Varikoppula Yadagiri filed a suit through the First Party as their General Power of Attorney against the Second Party and another. The said suit

P. Subashini

Satish mod

Contd....3.

x A. R. S. Narayana Rao

was numbered as O.S.No.250 of 1987, on the file of the Principal Subordinate Judge, Saroornagar, Ranga Reddy District. After due trial, O.S.No.74/85 filed by the Second Party was decreed in its favour by a judgment and decree, dated 6-8-1991. The suits filed by Smt. Varikoppula Marsamma and her sons, namely., O.S.No.458/84 and O.S.No.250/87 were dismissed for non-prosecution by orders dated 10-7-1990 and 1-2-1994 respectively. According to the Second Party, it has been in possession and enjoyment of the property ever since the gift in its favour. According to the First Party, he has been in possession and enjoyment of the property. The First Party has instituted a suit bearing O.S.No.181 of 1993, on the file of the Munsiff Magistrate, West & South, Ranga Reddy District against third parties and obtained an injunction against the third parties. On the basis of the said injunction, the First Party filed a Writ Petition bearing W.P.No.2486 of 1996 and obtained orders from the Hon'ble High Court of Judicature of A.P., Hyderabad, to direct the concerned Police authorities to protect his possession. By an order dated 9-2-1996, an Interim Order of direction was given to the Police authorities. The Second Party not being a party to the writ petition, filed an appeal, namely., W.A.No.125 of 1996 which has been ultimately allowed. Some third parties are also claiming rights in the said property, claiming the right as alienees from the First Party. Thus, there is a long drawnout legal proceeding in respect of the said property.

To avoid unnecessary litigation and also because the Second Party is a Charitable and Religious Institution, the parties herein have agreed to settle the disputes amicably.

NOW THIS AGREEMENT THEREFORE, WITNESSETH AS UNDER:-

1. The First Party, namely., P.Sudarshan, S/o P.Ramaiah doth hereby admit and acknowledge that the Second Party ie., Gurudev Siddhapesth (formerly known as Gurudev Ashram), is the absolute owner and possessor of land, admeasuring 1 acre 35 guntas in Survey Nos.37 and 38 (part), situated at Begumpet village, Chakoti Gardens, Secunjderabad.
2. The Second Party hereby agrees to withdraw all claims in any civil court or revenue authority in and upon the said land.

P. Sudarshan

Satish Mohan
Contd.....4.

x G. Brauraj

3. The First Party shall satisfy the claims of all the third parties claiming any right, title and interest in the said land or any portions thereof, through him or through Smt. Varikoppula Marsamma, Varikoppula Laxman and Varikoppula Yadagiri.
4. The First Party shall withdraw O.S.No.181/93 and also satisfy the claims of the claimants in O.S.No.242/93; 247/93 and 248/93, on the file of the Principal Munsiff Magistrate, West & South, Baroġnagar, Ranga Reddy District.
5. The First Party shall not claim any right as owner or possessor of the said property.
6. In consideration of the First Party withdrawing all claims as the holder of General Power of Attorney or agreements of sale or sale deeds in respect of the said property or any portion thereof and surrendering his possession, the Second Party shall pay a sum of Rs.35,00,000/- (Rupees Thirty five Lakhs only) in the manner specified hereunder.
7. The Second Party has this day paid a sum of Rs.15,00,000/- (Rupees Fifteen Lakhs only) through two Demand Drafts, bearing No.659643, dated 7-3-1996 for Rs.9,00,000/- (Rupees Nine Lakhs only) and D/D No.659642, dated 7-3-1996 for Rs.6,00,000/- (Rupees Six Lakhs only), both drawn on Canara Bank, Marredpally Branch, Secunderabad, in favour of the First Party, in part payment of the amount specified above and the receipt of which sum is hereby acknowledged by the First Party.
8. The balance of Rs.20,00,000/- (Rupees Twenty Lakhs only) shall be paid by the Second Party to the First Party within three months and for which, the Second Party has delivered the following post-dated Cheques:-
 - (1) Cheque bearing No.141839 for Rs.5,00,000/- (Rupees Five Lakhs only), dated 9-3-1996, drawn on Bank of Baroda, M.G.Road, Secunderabad, in favour of the First Party.
 - (2) Cheque bearing No.141840 for Rs.5,00,000/- (Rupees Five Lakhs only), dated 23-5-1996, drawn on Bank of Baroda, M.G.Road, Secunderabad, in favour of the First Party.
 - (3) Cheque bearing No.141841 for Rs.5,00,000/- (Rupees Five Lakhs only), dated 1-6-1996, drawn on Bank of Baroda, M.G.Road, Secunderabad, in favour of the First Party; and

P. Subrahmanya

Satish Mohan

contd....5.

x AP Narasimha

(4) Cheque bearing No.141942 for Rs.5,00,000/- (Rupees Five Lakhs only), dated 7-6-1996, drawn on Bank of Baroda, M.G.Road, Secunderabad, in favour of the First Party.

9. The First Party shall immediately take steps for contesting along with the Second Party, the following cases pending in civil courts:-

1. O.S.No.242/93 | on the file of the Principal Munsiff Magistrate, West & South, Saroornagar, Ranga Reddy District.
2. O.S.No.247/93
3. O.S.No.248/93

10. The First Party shall also withdraw immediately all applications filed by him or by Smt.Varikoppula Narsamma, Varikoppula Laxman and Varikoppula Yadagiri and before any Revenue authority for amending or recording any changes in the Revenue records.

11. The First Party shall file necessary affidavits, applications and/or give evidence before any civil or revenue authority to support the title and possession of the Second Party to the said property.

12. The First Party hereby admits and acknowledges the absolute title and possession of the Second Party to the said property.

IN WITNESS WHEREOF, the First Party and the Second Party have signed these presents on the date and at the place mentioned above, in the presence of the following witnesses.

P. Suresh
FIRST PARTY.

WITNESSES:-

1. *A. Bhawala Jain*
(H. BHAWARLAL JAIN)

Satish mad
SECOND PARTY.

2. *Chinbooray*
(M. B. RAMASWAMY)

3. *G. P. Hanumanth Rao*
G. P. HANUMANTHARAO.

x A. Bhawala Jain

TO WHOMSOEVER IT MAY CONCERN

As a result of amicable settlement reached between us, I, P. Sudarshan, S/o Sri P. Ramaiah, do hereby admit and acknowledge that Gurudev Siddhapeeth is the absolute owner and possessor of Land, admeasuring 1 acre 35 guntas in Survey Nos. 37 and 38(part), situated at Begumpet village, Cheekoti Gardens, Secunderabad, and I have delivered possession of the land to Shri. Satish Modi, S/o Late Sri Manilal C. Modi, Executive Trustee of Gurudev Siddhapeeth.

Secunderabad; |

Dt: 7-3-1996 |

P. Sudarshan

(P. SUDARSHAN)

S/o Sri P. Ramaiah,
R/o 1-4-485, Musheerabad,
HYDERABAD-500 020.


1. Handwritten Signature
(M. B. Ramaiah)

2. Handwritten Signature
G. P. HANUMANTHARAO

Handwritten Signature

To Whomsoever It May Concern

This is to certify that I, Bhawarlal Jain, S/o. Shri Lalchand Jain, aged 51 years, resident of 7-3-705, Pot Market, Secunderabad – 500 003 had signed as witness to document where Rs. 35,00,000/- (Rupees Thirty Five Lakhs only) was payable to P. Sudershan to settle all his claims.


H. BHAWARLAL JAIN
R/o. 7-3-705,
Pot Market,
Secunderabad – 500 003