

WHEREAS

1. Mehtas has instituted a complaint as L.G.C.No.144/95 before the Special Court under Land Grabbing Act claiming in all an area of 605 Sq.yards having been grabbed.
2. The Special Court under A.P.Land Grabbing Act vide orders dated 19-12-1997 upheld the contentions of the complainant as against the other party being the Modis.
3. That aggrieved therefrom the Modis filed W.P.No.137 and 8053/98 in the Hon'ble High Court of Judicature, A.P. and vide orders dated 3-2-2000 the orders of the Special Court under A.P. Land Grabbing was set aside.
4. That Mehtas aggrieved by the orders of the Hon'ble High Court of A.P. preferred an SLP No.10815 and 10816/2000 (CVL) before the Hon'ble Supreme Court of India.
5. Meanwhile the Modis approach the Mehtas for out of Court settlement and after due deliberations both the parties have agreed to the terms and conditions hereinafter contained.

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS FOLLOWS:

1. That Modi, in consideration and in pursuance of this Memorandum of Understanding has paid an amount of Rs.10,00,000/- (Rupees Ten Lakhs) on the date of this Memorandum of Understanding, which shall not be refundable by Mehtas under any circumstances and in respect of the final out come of the pending SLP.No.10815 and 10816/2000 before the Hon'ble Supreme Court of India. \*
2. That in the event of the SLP No.10815 and 10816/2000 (CVL) being decided in favour of Mehtas, the Modis will pay a further amount of Rs.35,00,000/- within a period of ( 2 ) months <sup>(SIXTY DAYS)</sup> from the date of the orders made in the above SLP.

3. That on the payment of the said sum of Rs.35,00,000/- by the Modis to Mehtas in the event of the decision going in favour of Mehtas in the above mentioned SLP the Mehtas on receiving the said consideration shall thereafter have no manner of title, right, claim or interest over the property ~~xxxx~~ popularly known as Modis House Begumpet, Hyderabad.

4. That in the event of the Mehtas succeeding in the aforementioned SLPs yet the Modis failing to pay the agreed sum of Rs.35,00,000/- within the stipulated period, then in such eventuality the Mehtas shall have the right to take such legal steps as permitted under law in pursuance of the orders passed by the Hon'ble Supreme Court in favour of Mehtas in the above SLPs.

5. That in the event of the orders passed by the Supreme Court in the above SLPs go in favour of Modis then in such eventuality the Mehtas shall not pursue all their claims, rights and interest title or whatsoever in nature for the land over which Modis House Begumpet Hyderabad is constructed as all the rights, title and claims shall get extinguished in consideration of the sum of Rs.10,00,000/- paid by Modis to Mehtas at the time of execution of this Memorandum of Understanding.

6. The Modis specifically agree with the Mehtas that Mehtas ~~kk~~ are free to pursue their rightful claim for such other part of land out of the total area 605 Sq.yards after leaving of such area of land over which Modi house is constructed with the respective department of Govt. of A.P. to claim such compensation of area acquire for road widening and the Modi shall not have any share right or claim or whatsoever in the nature in the claim of the Mehtas. Further Modi will cooperate and do all that is reasonable required to do in preferring the claim by Mehtas for such compensation for the land lost in road widening.

7. That in the event of the decision of Supreme Court going in favour of the Modis then the Mehtas who have agreed not to agitate any further claim, right, title or interest or whatsoever in nature shall reasonably do all that required in perfecting the title of Modis over Modi house.

8. That if either party performs their part of the terms and conditions then alone this Memorandum of Understanding will irrevocable by either parties and shall be final in all respects and issues.

IN WITNESS WHEREOF the parties hereto have executed this Memorandum of Understanding on the date aforementioned above, without any force, coercion, influence and is out of free will.

WITNESSES:

1)

1.

2)

2.

3.

4.

(MEHTA)

1.

2.

(MODI)

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed at Hyderabad on this the 18<sup>th</sup> day of July, 2001 by and between:

1. Smt. Dimani K. Mehta, wife of Sri K.B. Mehta , aged about 69.
  2. Girish K Mehta, son of Sri K.B. Mehta, aged 50 years.
  3. Subash K. Mehta, son of Sri K.B. Mehta, aged 41 years &
  4. Balakrishna K. Mehta, son of Sri K.B. Mehta, aged 30 years.
- all residing at 3-6-456, Himayath Nagar, Hyderabad.

hereinafter collectively referred to as MEHTA (which expression where the context so permits shall mean and include heirs, successors, nominee etc.) of the **ONE PART**.

AND

1. Mr. Soham Modi, son of Sri Satish Modi, aged about 31 years
  2. Mr. Sourabh Modi, son of Sri Satish Modi, aged about 30 years,
- both residing at Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad – 500 034.

hereinafter collectively referred to as MODI (which expression where the context so permits shall mean and include heirs, successors, nominee etc.) of the **OTHER PART**.

### WHEREAS:

1. There is a prevailing dispute between MEHTA and MODI with respect to location and title of a land on which a RCC Structure has been constructed by MODI bearing Municipal No. 1-10-72/2/3, Begumpet, Hyderabad popularly known as 'MODI HOUSE' (hereinafter the said land together with the RCC Structure thereon is referred to as MODI HOUSE).
2. The dispute is presently pending adjudication before Hon'ble Supreme Court of India in S.L.P. (Civil) No. 10815 and 10816 of 2000.
3. The Petition before the Hon'ble Supreme Court of India has arisen of various pronouncements by lower courts as follows:

Case No./Reference	In the Court of the	Date of Order
LGC No. 144/1995	Special Court Under A.P. Land Grabbing Act	19-12-1997
W.P.No.137 & 8053/98	High Court of A.P	03-02-2000

4. The parties hereto have agreed to settle the dispute amongst themselves on certain terms and conditions and are desirous of recording the same into writing.

NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:

1. That MODI, in consideration and pursuance of this MOU, has paid an amount of Rs. 10,00,000/- ( Rs. Ten lacs only) on the date of this MOU which shall not be refundable by MEHTA under any circumstances and irrespective of the final out

come of the dispute. The receipt of which is admitted and acknowledged by the MEHTA.

2. In the event of the dispute being settled in favour of MEHTA, stating that the major portion of the MODI HOUSE is on the land belonging to MEHTA, MODI shall pay a further amount of Rs. 35,00,000/- ( Rupees Thirty five lacs only) within a period of 3 months to MEHTA and MODI shall not pursue further the dispute. On payment of the said sum of Rs. 35,00,000/- ( Rupees Thirty five lacs only), MEHTA shall not have any right, claim, interest, title of whatsoever nature on this disputed land and building.
3. In the event of the dispute being settled in favour of MODI, MEHTA shall not pursue further the dispute and all his claim, right, interest, title of whatsoever nature on the disputed land and building get extinguished in consideration of Rs 10,00,000/- (Rupees ten lacs only) paid by MODI to MEHTA as stated in clause 1 above.
4. The above consideration agreed upon between the parties is final irrespective and not withstanding any thing contained in the Judgment.
5. MEHTA is free to pursue their claim with appropriate authority in regard to land area lost in road widening and MODI shall not have any share, right of whatsoever nature in the claim proposed by MEHTA. Further MODI will Co-operate and do all that is reasonably required to do in preferring claim by MEHTA.
6. That MEHTA shall do all that is reasonably required to do for protecting & perfecting the title of MODI over MODI HOUSE.
7. This MOU is irrevocable by either parties and is final in all respects and issues.

IN WITNESS whereof the parties hereto have executed this MOU on the date aforementioned above, without any force, coercion, influence and is out of free will.

WITNESSES:

1.

2.

(Name & Address)

1.

2.

3.

4.

(MEHTA)

1.

2.

(MODI)

**C. BALAGOPAL**

Advocate

253/2, West Marredpally,  
Secunderabad-500 026.  
Phone : 7805530  
E-Mail: baluchatta @ usn.net

To:

Date: 14-08-2001

Mr.Soham Modi  
Mr.Sourabh Modi,  
Plot No.280, Road No.25,  
Jubilee Hills,  
HYDERABAD - 500 034.

Sirs,

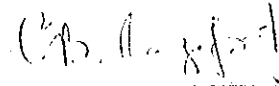
A reading of the Memorandum of Understanding as executed by and between  
Mrs.D.K.Mehta & others

**AND**

Soham Modi and another, it is clear that the further payment to Mehtas of  
Rs.35,00,000/- will only be payable when the SLP No.10815 & 10816 are decided in  
favour of Mehtas.

At present all that the Supreme Court has done is granting SLP filed by Mehtas.  
It only shows that the Supreme Court has allowed the petition to leave for appeal filed  
by Mehtas. It does not mean that the Supreme Court has already allowed the appeals  
filed by the Family of Mehtas. Under the circumstances the provision under clause (2)  
of the Memorandum of Understanding does not come into operation. A close reading of  
the Memorandum of Understanding will show that the balance payment would only be  
done after the final result. I am of the opinion that at this stage, the Mehtas cannot all  
upon you to pay the balance.

Yours faithfully,



(C.Balagopal)

**RECEIPT**

Received a sum of Rs. 10,00,000/- (Rupees Ten Lakhs Only) from Mr. Soham Modi and Mr. Sourabh Modi as per the terms & conditions of the Memorandum of Understanding dated 18<sup>th</sup> July, 2001, the details of which are as follows:-

1. Rs. 8,00,000/- (Rupees Eight Lakhs Only) by cash.
2. Rs. 1,00,000/- (Rupees One Lakh Only) by Cheque No. 23219 dated 18-07-2001 drawn on the A.P. Mahesh Co-op. Urban Bank Ltd., M. G. Road, Secunderabad, in favour of Mr. GIRISH K MEHTA.
3. Rs. 1,00,000/- (Rupees One Lakh Only) by Cheque No. 23220 dated 18-07-2001 drawn on the A.P. Mahesh Co-op Urban Bank Ltd., M. G. Road, Secunderabad, in favour of Mr. SUBASH K MEHTA.

Total Rs. 10,00,000/- (Rupees Ten Lakhs Only)

Note:- Receipt given subject to clearance of cheques.

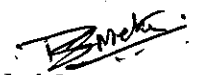
Place : Secunderabad

Dated : 18-07-2001

Smt. Dimani K. Mehta.

  
Girish K Mehta

  
Subash K. Mehta

  
Balakrishna K. Mehta  
All residing at 3-6-456,  
Himayath Nagar, Hyderabad.

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AND

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both residing at Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad – 500 034.

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C.D.S. (1/11)  
11.6.2001

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2.

(Name & Address)

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**WITNESSESS AS FOLLOWS:**

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2. That in the event of the S.L.P. No. 10815 and 10816/2000 (CVL) being decided in favour of Mehtas, the Modis will pay a further amount of Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only) within a period of (2 1/2) months i.e. Seventy Five days from the date of the orders made in the above S.L.P.

3. That on the payment of the said sum of Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only) by the Modis to Mehtas in the event of the decision going in favour of Mehtas in the above mentioned S.L.P. the Mehtas on receiving the said consideration shall thereafter have no manner of title, right, claim or interest over the property popularly known as 'MODI HOUSE', Begumpet, Hyderabad.
4. That in the event of the Mehtas succeeding in the aforementioned SLP's yet the Modis failing to pay the agreed sum of Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only) within the stipulated period, then in such eventuality the Mehtas shall have the right to take such legal steps as permitted under law in pursuance of the orders passed by the Hon'ble Supreme Court infavour of Mehtas in the above SLP's.
5. That in the event of the Orders passed by the Supreme Court in the above SLP's go infavour of Modis then in such eventuality the Mehtas shall not persue all their claims, rights and interest title or whatsoever in nature for the land over which Modi House, Begumpet, Hyderabad is constructed as all the rights, title and claims shall get extinguished in consideration of the sum of Rs. 10,00,000/- (Rupees Ten Lakhs Only) paid by Modis to Mehtas at the time of execution of this Memorandum of Understanding.
6. The Modis specifically agreed with the Mehtas that Mehtas are free to pursue their rightful claim for such other part of land out of the total area of 605 sq.yds. after leaving of such areas of land over which Modi House is constructed with the respective department of Government of Andhra Pradesh to claim such compensation of area acquire for road widening and the Modi shall not have any share right or claim or whatsoever in the nature in the claim of the Mehtas. Further Modi will cooperate and do all that is reasonably required to do in preferring the claim by Mehtas for such compensation for the land lost in road widening.
7. That in the event of the decision of Supreme Court going in favour of the Mehtas then the Mehtas who have agreed not to agitate any further claim, right, title or interest or whatsoever in nature shall reasonably do all that required in perfecting the title of Modis over Modi House.
8. That if either party performs their part of the terms and conditions then alone this Memorandum of Understanding will irrevocable by either parties and shall be final in all respects and issues.

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WITNESSES:

1.

1. Smt. Dimani K. Mehta.

2.

2. Girish K Mehta

3. Subash K. Mehta

4. Balakrishna K. Mehta  
(MEHTAS)

1. Soham Modi

2. Sourabh Modi  
(MODIS)

RECEIPT

Received a sum of Rs. 10,00,000/- (Rupees Ten Lakhs Only) from Mr. Soham Modi and Mr. Sourabh Modi as per the terms & conditions of the Memorandum of Understanding dated 18<sup>th</sup> July, 2001, the details of which are as follows:-

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Total Rs. 10,00,000/- (Rupees Ten Lakhs Only)

Note:- Receipt given subject to clearance of cheques.

Place : Secunderabad

Dated : 18-07-2001

Smt. Dimani K. Mehta.

Girish K Mehta

Subash K. Mehta

Balakrishna K. Mehta

All residing at 3-6-456,

Himayath Nagar, Hyderabad.

OFFICE OF THE MUNICIPAL CORPORATION OF HYDERABAD  
TOWN PLANNING SECTION - SECUNDERABAD ZONE

No. 331/TPS/SD/Rw/MCH/05

Date: 14/6/05

To

Sri / Smt / M/s. Girija Bai Modi Charitable Trust

H.No. 1-10-72/2/3/A

Sir / Madam,

Sub: MCH - Town Planning Section - Secunderabad - Road Widening Programme - Widening of S.P.Road - Area affected under Road Widening from Premises No. 1-10-72/2/3/A - handing over the total area affected under widening of said road - Requested - Reg.

\* \* \*

It is to inform you that the MCH has taken up road widening proposal of **S.P. Road** starting from **Hyderabad Public School** to **Y.M.C.A** and proposed to widen this road to **150'-00"** as per ZDP so as to ensure free flow of traffic.

In this regard MCH has taken up the widening of this road under Section 146 & 147 of the HMC Act, 1955 i.e. U/S 146 (Private negotiations) & U/S 147 (Land Acquisition) and we are approaching you U/S 146 under private negotiations and your valuable co-operation is required to MCH without which it is not possible to achieve the proposed road width, which is in the interest of public at large.

In the said widening proposal your premises bearing No. 1-10-72/2/3/A is getting effected to a depth of 25'0" to 25'0" admeasuring 241.63 SQ. MTS. A plan indicating the effected portion together with consent letter proforma are enclosed and request you to exercise your consent to handover advance possession of the effected area in Road Widening to MCH in the larger interest of public.

The MCH will, however, pay compensation to the other effected structures, if any, as per the structural valuation and extend all benefits as provided in the G.O.Ms.No.483 MA, Dt.24-08-1998 for carrying the re-development in the balance area.

Yours faithfully,

[Signature] 14/6/05

for COMMISSIONER,  
M.C.H.

[Signature]  
14/6/05

[Signature]  
14/6



## CONSENT LETTER

I / We hereby given consent to handover the portion of my / our property bearing premises No. \_\_\_\_\_ situated at S.P.Road, Secunderabad to the depth of \_\_\_\_\_ feet admeasuring \_\_\_\_\_ Sq.Yds. / Sq.Mts / Sq. Ft. for widening of S.P.Road.

This consent letter is given in response to the MCH Lr. No. \_\_\_\_\_ for road widening purpose only subject to following conditions:

1. Re-Construction of the compound wall after demolishing the existing compound wall as per the road alignment.

**Or**

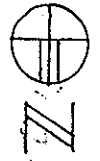
2. Payment of the compensation for structures affected and benefits as provided in G.O.Ms.No.483 MA, dated 24-08-1998 for re-development of left over portion.

Date:

**OWNER OF THE LAND / PROPERTY**

PLAN SHOWING THE EFFECTED PORTION OF PREMISES NO. 1-10-72/32/3 IN 9  
PROPOSED 150'-0" ROAD WIDENING OF S.P. ROAD

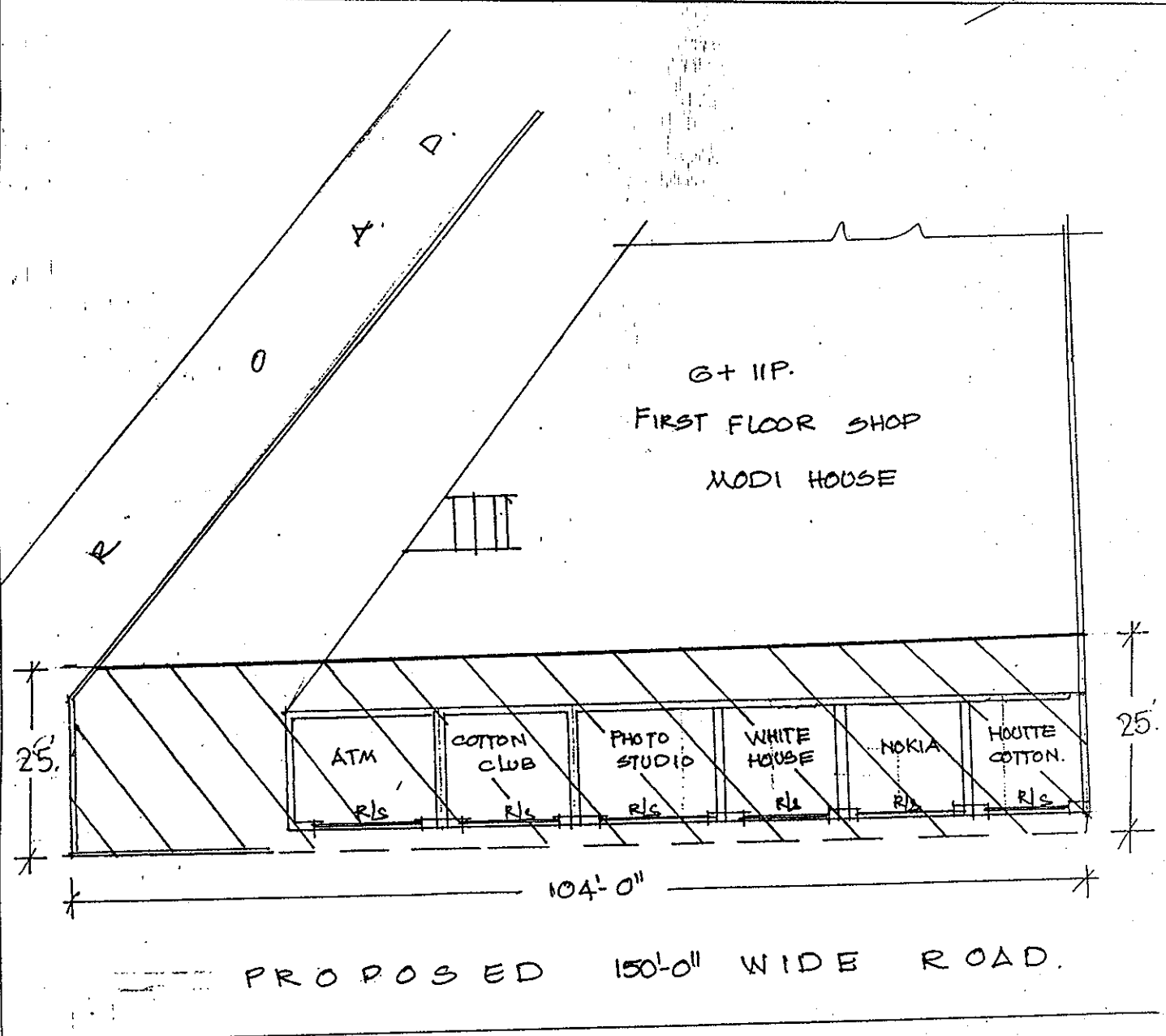
Belonging to Sri/Smt. SOURAV MODI



TOTAL AREA EFFECTED: 241.63 SQ. MTS.                      SQ. YARDS

EFFECTED AREA: 

SCALE: 1" = 20'-0"



  
S.O.

  
A.E.P.  
SEC'BAD

  
City Planner  
SEC'BAD

OFFICE OF THE MUNICIPAL CORPORATION OF HYDERABAD  
TOWN PLANNING SECTION - SECUNDERABAD ZONE

No. 331/TPS/SD/RW/MCA/2005

Date: 14/6/05

To  
Sri / Smt / M/s. Anil Monalisa

H.No. 1-10-72/2/3/A

Modi House Begampet Sec B. Bad

Sir / Madam,

Sub: MCH - Town Planning Section - Secunderabad - Road Widening Programme - Widening of S.P. Road - Area affected under Road Widening from Premises No. 1-10-72/2/3/A - handing over the total area affected under widening of said road - Requested - Reg.

\* \* \*

It is to inform you that the MCH has taken up road widening proposal of **S.P. Road** starting from **Hyderabad Public School** to **Y.M.C.A** and proposed to widen this road to **150'-00"** as per ZDP so as to ensure free flow of traffic.

In this regard MCH has taken up the widening of this road under Section 146 & 147 of the HMC Act, 1955 i.e. U/S 146 (Private negotiations) & U/S 147 (Land Acquisition) and we are approaching you U/S 146 under private negotiations and your valuable co-operation is required to MCH without which it is not possible to achieve the proposed road width, which is in the interest of public at large.

In the said widening proposal your premises bearing No. 1-10-72/2/3/A is getting effected to a depth of 25.0' to 25.0' admeasuring 241.63 SQ. MTS A plan indicating the effected portion together with consent letter proforma are enclosed and request you to exercise your consent to handover advance possession of the effected area in Road Widening to MCH in the larger interest of public.

The MCH will, however, pay compensation to the other effected structures, if any, as per the structural valuation and extend all benefits as provided in the G.O.Ms.No.483 MA, Dt.24-08-1998 for carrying the re-development in the balance area.

Yours faithfully,

[Signature] 14/6/05  
for COMMISSIONER,  
M.C.H.

[Signature] 14/6/05  
14/6

PLAN SHOWING THE EFFECTED PORTION OF PREMISES NO. 1-10-72/32/3 IN 9  
PROPOSED 150'-0" ROAD WIDENING OF S.P. ROAD

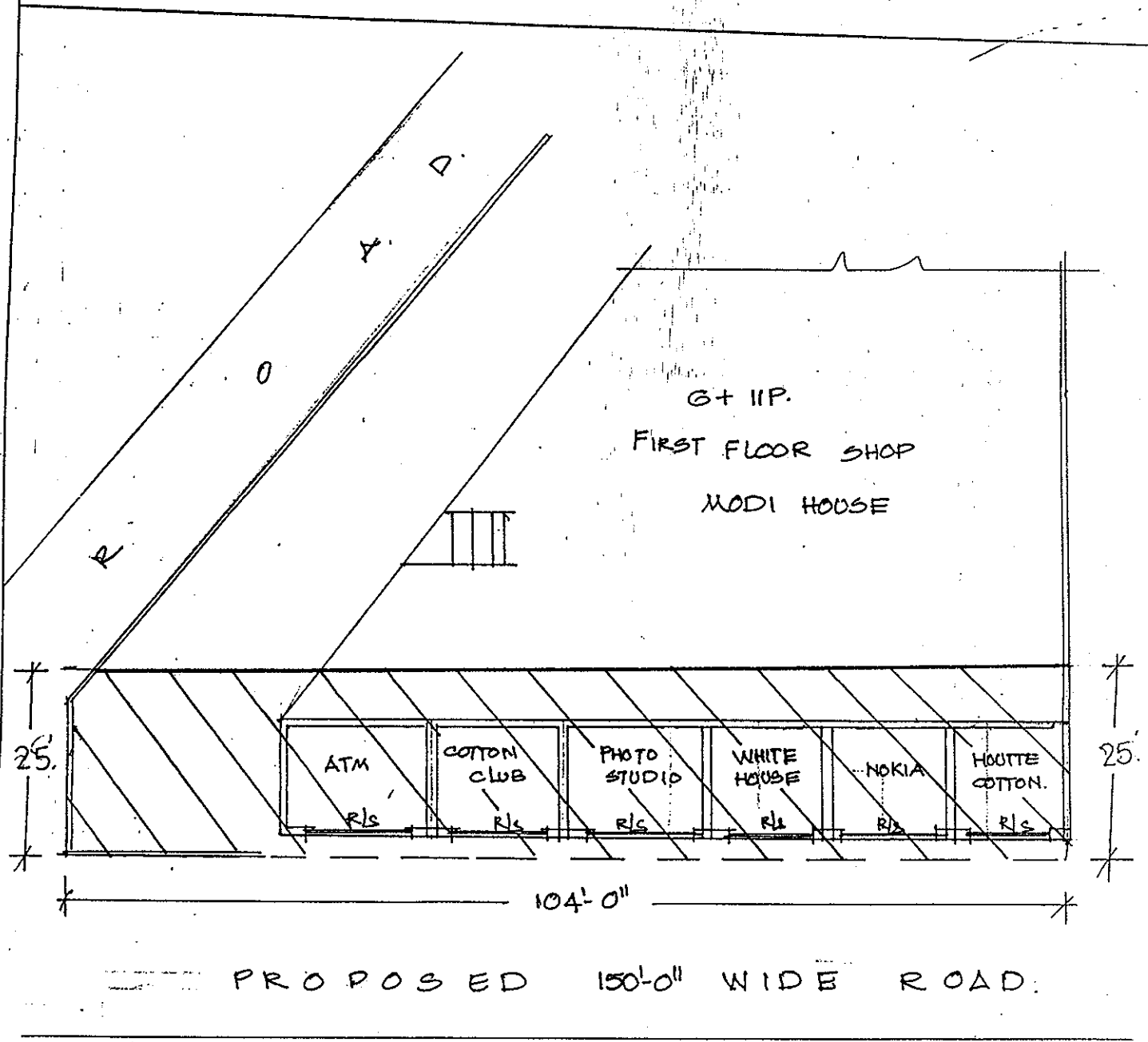
Belonging to Sri/Smt. SOURAV MODI

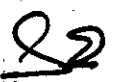


TOTAL AREA EFFECTED: 241-63 SQ. MTS.                      SQ. YARDS

EFFECTED AREA: 

SCALE: 1"=20'-0"



  
S.O.

  
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