

आन्ध्र प्रदेश ANDHRA PRADESH

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A. P. A. SHUNATH STAMP VENDOR S V L. No. 15/88, R. No. 36/2005 Short No. 2-12-85,

AGREEMENT TO SELL AND TO PURCHASE

- 1. **M. JAGAN MOHAN REDDY,** S/o.Late.Sri M. Shankar Reddy, Aged about 43 years, Occ.. Business, R/o.H.No.1291/A Pioneer Bazar, Bollarum, Secunderabad.
- 2. M. MADHU MOHAN REDDY, S/o. Late.Sri.M. Shankar Reddy, aged about 40 years Occ: Business, R\o. Plot.No.45, Sai Nagar Colony, Farzandiguda, Bollarum, Secunderabad.
- 3. M. SUDHEER REDDY, S\o. Late Sri M. Narayan Reddy aged about 30 years, Occ:Business. R\o.H.no.T.4, Himagiri Towers, G.V. Reddy Colony, Alwal, Opposite Raitu Bazar, Secunderabad,

M. J. M. Roddy

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- 4: M. SUSHANTH REDDY, S/o, Late Sri.M.Narayan Reddy, aged about 30 years, Occ: Business, R/o.H.no.T,4, Himagiri Towers, G.V.Reddy Colony, Alwal, Opposite Raitu Bazar, Secunderabad.
- 5. M. SUNITA W/o. RAMANA REDDY, D/o . Late. NARAYAN REDDY.
- 6. M. KAMALAMMA, W/o.Late.M.NARAYAN REDDY
- 7. M. INDIRAMMA, W/o.Late. M. SHANKAR REDDY

Hereinafter jointly and collectively called the VENDORS and individually called as VENDOR No.1, VENDOR.No.2, VENDOR. No.3, VENDOR. No.4, VENDOR.No.5, VENDOR.No. 6, and VENDOR.No.7, which expression wherever the context admits herein shall mean and include their respective heirs, legal representative's, assign, successors, administrators, executors, etc.

AND

1. PEDDI SURESH, S\o. Late. Sri Vishwanatham aged about 40 years, Occ: Business, R/o.Flat.No.122, First Floor, Cholasa Residency, Vasavinagar, Secunderabad.

 KARNATI BHASKAR, S/o. K. NARASIMHA AGED ABOUT 41 YEARS, Occ. Business, R/o.
H.No. 2-44/1, Sai Nagar, Chaitanyapuri, Dilsukhnagar, HYDERABAD.

- 3. K. GOPINATH, S/o. K. BHASKAR, Aged about 18 years Occ:Business, H.No.2-44/1, Sai Nagar, Chaitanyapuri, Dilsukhnagar, HYDERABAD.
- 4 A.PURUSHOTHAM,S/o.Sri A.Vittal,aged about 41 years,Occ:business,R/o.H.No.1-3-1/c/1, Flat. No. 101,1st Floor, Jaya mansion, kavadiguda, Hyderabad-500080
- 5 A.SRINIVAS ,S/o.Sri A.Vittal,aged about 33 years,Occ:business,R/o.H.No.1-3-1/c/1, Flat. No. 101, 1st Floor, Jaya mansion, kavadiguda, Hyderabad-500080

) M. JH Reddy

100 P)

(3) Harry

Hereinafter jointly and collectively called the VENDEES and individually called as VENDEE.No.1, VENDEE.No.2, VENDEE.No.3 VENDEE.No.4, and VENDEE.No.5, which expression wherever the context admits herein shall mean and include their respective heirs, legal representatives, assigns, successors, administrators, executors, etc.

WITNESSETH AS FOLLOWS:

WHEREAS the VENDORS.No.1 to 4 herein are the absolute and unencumbered owners and in possession of all that agricultural land totally admeasuring Ac.8.20 Guntas in Sy.Nos.202, 203, 204, 205 and 206, situated at Kawkoor Village, Malkajigiri Mandal, Alwal Municipality, Rangareddy District, having acquired/derived the same through their ancestors and vide Pattadar and Pass books and Title Deed bearing no.61, 63 with serial No.Z 212910, Z 212911 and Pass Book Serial. No. Z 274488 and Z 274490 respectively.

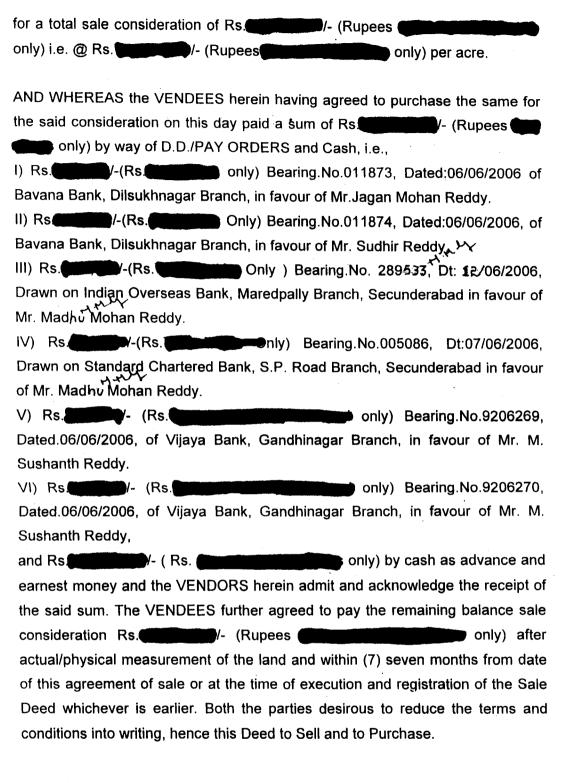
AND WHEREAS the VENDORS No.3 and 4 herein in order to laid a road exchanged their land with the adjacent land owners i.e. P.Suresh Reddy, Smt.P.Rupa and P. Surender Reddy, accordingly, entered into a Deed of Exchange, registered with Sub-Registrar Vallabh Nagar, R.R. district vide registered documents.No.2501 of 2004 and thereafter laid a road in between their respective lands for their convenience and better use of their respective properties and the said road divides the above said land.

AND WHEREAS THE VENDORS NO.5, VENDOOR NO.6, and VENDOR.NO.7 are the female heirs of Late M. SHANKAR REDDY AND M. NARAYAN REDDY respectively and have no right over the aforesaid property. However at the request of the VENDEES and in order to convey perfect title to the VENDEES, they are also participating in this indenture as CO-VENDORS.

AND WHEREAS the VENDORS to meet their financial needs offered to sell part of the above said agricultural lands i.e. all that part and parcel of agricultural land admeasuring Ac.6.00 Gts., out of the total land admeasuring Acres 8-20 guntas forming part of Sy.Nos.202 203, 204, 205 and 206 which falls on the Northern side of the existing road situated at Kawkoor Village, Malkajigiri Mandal, Alwal Municipality, R.R. District and bounded on North by Land of Sai Reddy & Others, South by 40 feet road, East by Dhananjaya Estates, west by: Land of Sai Reddy & others, and (hereinafter called and referred as Schedule mentioned property)

1, M.JMRoddy 2) M.MMZ

(1) Ideal of

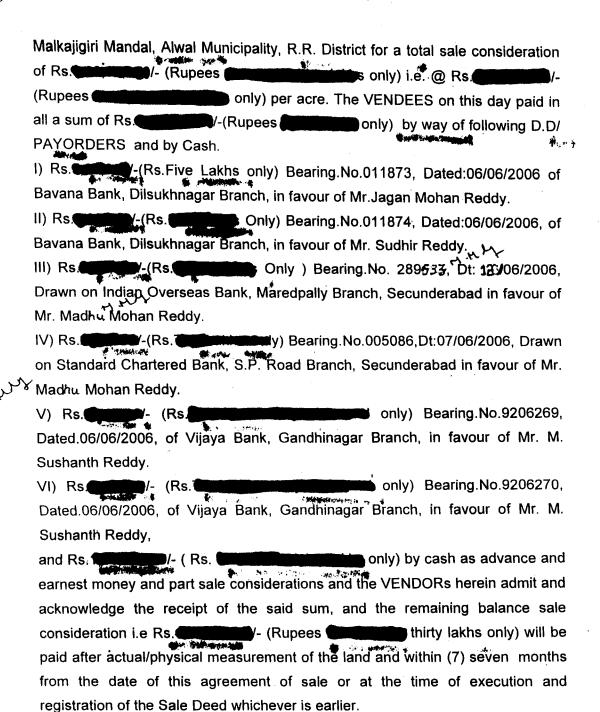


NOW THIS DEED OF AGREEMENT TO SELL AND TO PURCHASE WITNESSETH THE FOLLOWING TERMS AND CONDITIONS:

1. The VENDORS hereby recite and agree to sell all that part and parcel of agricultural land admeasuring Ac.6-00 guntas out of the total land admeasuring Acres 8-20 Guntas forming part of Sy.Nos. 202, 203, 204, 205 and 206 which falls on the Northern side of the existing road situated at Kawkoor village,

NM.JM Keddy

@ How



2. The VENDORS hereby assure the VENDEES that they have good, valid and marketable title to the schedule mentioned property and that there are no encumbrances, charges, liens, etc., and further that the schedule mentioned property is not subject matter to any previous agreement and does not suffer from and court litigation and it is free from all litigations for the sale to the

VENDEES. 1) M. JM Reddy

of M.M.M.

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- 3. It is mutually agreed that in the event of any dispute or shortfall in the extent of land, the VENDORS herein will make good the loss or proportionate to the consideration paid.
- 4. The VENDORS hereby declare and assure that there are no protected tenants of any nature in the schedule land and the land and neither lnam nor Assigned and there are no impediments to transfer the schedule property and schedule property is not covered by the Agricultural Ceiling Act.
- 5. The VENDORS hereby undertake to indemnify the VENDEES or their nominee(s) or their successors in interest for any defect in title, and claim laid against such land and also in respect of any loans, cess, dues, taxes, etc., including any interests or penalty thereon, that are payable on such land upto this date.
- 6. The VENDORS shall not rescind from this transaction on any count, nor dispute in any way regarding the sharing of the sale proceeds amongst themselves or any claim of any nature from any one.
- 7. The VENDORS agree and hereby guarantee that in the event of any discrepancy or overlapping noticed in respect of adjoining Survey Numbers, the VENDORS shall settle the matter at their cost and expenses.
- 8. The VENDORS undertake to deliver the Revenue Pass Books, Title Deeds, Pahanies, other documents in respect of the property now offered to sell at the time of execution of sale deed and registration thereof.
- 9. In the event of any dispute arising between both the parties touching upon the terms and conditions set out in this indenture, the same shall be resolved by mutual discussion between parties and shall be settled by both the parties amicably subject to the provisions of law for the time being in force.
- 10. The VENDORS shall hand over the vacant physical possession of land to the VENDEES and further assure that they shall also pay all the dues to the respective departments.
- 11. The stamp duty and Registration charges and all other incidental charges and expenses shall be borne by the VENDEES.

11 M. JM Roddy.

(a) (b)

- If the VENDORS rescind from this Agreement and fail to execute the Sale 12. Deed in favour of the VENDEES or their nominee(s), they are liable for specific performance, in addition to payment of liquidated damages, if any, sustained by the VENDEES.
- Similarly if the VENDEES rescind or back out from purchasing the 13. schedule mentioned property, a sum of Rs. (Rupees will be forfeited out of the amount paid as advance and earnest money and remaining amount will be refunded immediately and the VENDORS shall be at liberty to sell the same to any third person without any prior notice to the VENDEES and the AGREEMENT shall be deemed to cancelled with immediate effect.
- The VENDEES are at liberty to enter into schedule land and to develop the same by making into house sites as per the norms and requirements of the HUDA. However, it does not mean to delivery of possession of land to the VENDEES.
- The VENDORS hereby assures the VENDEES that they will co-operate in signing all necessary documents for obtaining layout and other necessary permissions in the name of the VENDORS.
- Both the parties agreed that time is essence of the contract and in any event no further time will be extended after expiry of 7 months period agreed under this agreement for payment of balance sale consideration.
- The VENDEES are at liberty to give public notice in any of the local newspapers calling objections, if any, from the General Public if not issued already.

11 M. JM Reddy.

SCHEDULE OF PROPERTY

All that part and parcel of agricultural land admeasuring Ac.6-00 guntas out of the total land admeasuring Acres 8-20 guntas forming part of sy. Nos. 202 203, 204, 205 and 206 which falls on the Northern side of the existing road situated at Kawkoor village, Malkajigiri Mandal, Alwal Municipality, R.R. District and bounded by

NORTH:

Land of Sai Reddy & others,

SOUTH:

40 feet road.

EAST:

Dhananjaya Estate

WEST:

Land of Sai Reddy & others

IN WITNESSETH WHEREOF the parties above named have hereunto set their hands and signed this Deed of Agreement to sell and purchase at Hyderabad, on the day, month and year first above named.

WITNESSES:

1. M. 5 M Reddy 2. M M My 3. Mashda

VENDEES -