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AGREEMENT TO SELL

THIS AGREEMENT TO SELL is made and executed this the 12th day of May 1992, EY AND DETWEEN:-

SHRI P. JAGAN NOHAN REDD: son of Late Mutyam Reddy, aged about 38 years, occupation business, resident of House No. 3-4-875/4, Barkatpura, Hyderabad - 500027, hereinafter called the "VENDOR", which expression shall mean and include not only the said Vendor, but also his heirs, executors, administrators, legal representatives and assigns on the one part

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MESSRS. NARNE ESTATES PRIVATE LIMITED, having its Registered Office at No. 10, Gunrock Enclave, Secunderabad - 500003, represented by its President, Col. N. Ranga Rao [Retd], son of Late N.V. Naidu, aged about 49 years, hereinafter called the "PURCHASER", which expression shall mean and include not only the said Purchaser but also his successors in interest on the other part witnesseth:-

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WHEREAS the Vendor is the Agreement Holder on the day of the agricultural lands bearing Survey No. 291 admeasuring O7 Acres 34 Guntas, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, Andhra Pradesh, more fully described in the Schedule annexed hereto, having purchased the same from its owners, SHRI P. SAI REDDY son of Yella Reddy and SHRI P. SANJEEVA REDDY son of P. Sai Reddy, both residents of Cherlapally Village, under an Agreement of Sale dated 23rd November 1989, where under the Vendor has been authorised to enter into Agreement of Sale with third parties, therefore the Vendor is competent to enter into Agreement with the Purchaser.

AND WHEREAS the Vendor has informed and assured the Purchaser that SHRI P. SAI REDDY and SHRI P. SANJEEVA REDDY with whom the Vendor has entered into an Agreement, are the full and absolute owners of the lands agreed to be sold and they are competent to sell and hereby indemnify the Purchaser of all such losses and damages on account of defect of title.

AND WHEREAS there are no other claimants and the said Vendor is empowered to deal with the said lands.

AND WHEREAS the Vendor has agreed to sell all that agricultural lands shown in the schedule hereto for Rs. 2,93,000/- [Rupees Two Lakhs, Ninety Three Thousand Only] per acre, to the Purchaser and whereas the Purchaser has agreed for the said sum, the said lands.

NOW THIS AGREEMENT TO SELL WITNESSETH AS UNDER :-

- 1. THAT the sale price of the schedule mentioned lands shall be Rs. 2,93,000/- [Rupees Two Lakhs, Ninety Three Thousand Only] per acre, subject to the actual measurement.
 - 2. THAT the Purchaser this day has paid a sum of Rs. 4,00,000/[Rupees Four Lakhs Only] through crossed Cheque bearing C/19 No. 964968 dated 12th May 1992, drawn on Syndicate Bank, Picket Branch, Secunderabad 500003, as ADVANCE to the Vendor, the receipt of which sum, the Vendor hereby admits and acknowledges.

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- 3. THAT the balance sale consideration shall be paid before the Registering Officer at the time of execution and registration of the sale deed or sale deeds.
- 4. THAT the stamp duty and registration charges shall be borne by the Purchaser.
- 5. THAT the Vendor hereby declares that the schedule lands are free from all encumbrances, charges, mortgages, liens and court attachments.
- 6. THAT the Vendor is not affected by the provisions of the Andhra Pradesh Land Reforms [Ceiling on Agricultural Holdings] Act, 1972.
- 7. THAT the Vendor declares that he has not entered into any agreement of sale earlier with anyone to sell the schedule mentioned lands.
- 8. THAT the Vendor shall permit the Purchaser or his nominees and agents to enter upon the schedule mentioned lands for the purpose of survey to ascertain the actual area to be purchased, fix boundary stones, develop and altar the lands at the Purchaser's cost and mark out plots by erecting stone pillars and lay roads and erect sign boards to enable the Purchaser to enter into agreement with such intending purchasers and to collect advances from them. However, the actual possession will be delivered at the time of execution and registration of sale deed or sale deeds.
- 9. THAT the Vendor assures the Purchaser that in the event of the schedule mentioned lands being acquired at any future date by Government or other agencies, the Vendor will compensate the Purchaser by giving equal extent of lands, in the remaining lands held by the Vendor in the Village, as per the choice of the Purchaser.
- 10. THAT the Vendor, before executing the sale deed, shall get the lands demarcated and boundary stones fixed for the exact identification of the lands.

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- 11. THAT the Vendor also undertakes to produce documents of title to establish that the Vendor has clear and marketable title to the lands agreed to be sold and shown in the schedule. The Vendor also promises to produce non-encumbrance certificate for a period of twenty years, patta, certified copies of pahanies, pass books and other relevant documents to the Purchaser.
- 12. THAT the Vendor declares that there are no tenants or protected tenants in or over the lands hereby agreed to be sold.
- 13. THAT it is agreed by both the parties that the sale shall be completed within a period of six months.

SCHEDULE OF LANDS AGREED TO BE SOLD

ALL THAT AGRICULTURAL LANDS admeasuring 37 Acres 34 Guntas in Survey No. 291, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District, Andhra Pradesh, and bounded as follows:-

> Owner's Land. NORTH

SOUTH Road to the Village.

EAST -Chinna Cherlapally Village.

WEST Cart Track.

IN WITNESS WHEREOF the Vendor has signed this AGREEMENT TO SELL after understanding the contents, at Secunderabad, on this the 12th day of May 1992, in the presence of the following witnesses :-

WITNESSES :-

VENDOR

(1) A Timblebe.
(2) K. Bafuroo