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5-4-76/A Corer Reniguri RECUNDERARAGESCO 003

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## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made and executed on this the day of March, 2008 by and between:-

Eega Sattaiah son of Eega Pentaiah Aged 65 years, occ. Agriculture r/o 2-3-54, Chinna Cherlapally, Ghatkesar mandal RR Dist

2. Eega Sailu son of Eega Pentaisi: Aged 47 years, oec. Agriculture r/o 2-3-54, Chi ma Cherlapally. Ghatkesar mandal RR Dist

\$.Eega Yadaiah son of Eega Pentaiah Aged 46 years, occ. Agriculture r/o 2-3-54, Chinna Cherlapally. Ghatkesar mandal RR Dist

4.Smt. Chukkamma wife of Anantaiah D/2 Eega Pentaiah Aged 60 years, occ.household // 2-3-54, Chinna Cherlapally, Ghatkesar mandal RR Dist

5.Smt.Anjamma D/o Eega Pentaian Aged 55 years, occ. Household r/o 2-3-54. Chinna Cherlapally, Ghatkesar mandal RR Dist

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Hereinafter referred to as the PARTIES OF THE FIRST PART which terms shall mean and include all their heirs, successors-in-interest, assigns etc.,]

## AND

- 1.Sri Palle Pratap Reddy son of late Sri Ram Redy aged 56 years, occ.business r/o 3.1.73/1, Ramanthapur RR Dist.
- 2.Sri Palle Purushotham Reddy son of late Sri P Sarabha Reddy aged 47 years, occ.business r/o 3.3.21/B Anandnagar Ramahtapur, RR Dist.
- 3.Sri Palle Venkat Ram Reddy son of late Sri P Sarabha Reddy aged 36 years, occ.business r/o 3.3.21/D Anandnagar Ramahtapur, RR Dist.
- 4. Smt. Palle Susheela wife of Sri P Narsimha Reddy aged 4l years, occ. Housewife r/o 3.1.63, Old Ramanthapur RR Dist.

Hereinafter referred to as the PARTIES OF THE SECOND PART which terms shall mean and include all their heirs, successors-in-interest, assigns etc.,]

Whereas originally late Sri Eega Pentaiah was a protected tenant in respect of agricultural land in old sy.no.102 corresponding to new sy.nos.11, 12, 14 and 18 part admeasuring Ac 6-00 gts situated at Cherlapally village, ghatkesar mandal RR Dist and has been cultivating the same.

And whereas the said Sri Eega Pentaiah passed away on\_\_\_\_\_ leaving behind the parties of the first part as his only legal heirs.

And whereas the parties of the first part being the only legal heirs of late Sri Eega Pentaiah, are entitled to succeed to the tenancy rights as held by Sri Eega Pentaiah.

And whereas the parties of the second part are the legal heirs of pattedars of the said lands in old sy. No.102 corresponding to new sy.nos.11, 12, 14 and 18 part admeasuring Ac 6-00 gts situated at Cherlapally village, ghatkesar mandal RR Dist namely late Sri P Sai Reddy and others.

And whereas the parties of the first part have agreed to surrender tenancy rights in respect of the said agricultural lands unto and in favour of the parties of the second part being the legal heirs of original pattedars and the parties of the first part are given to understand that for the said purpose, they have to obtain appropriate declaration from competent court of law to declare them as the only legal heirs of late Sri Eega Pentaiah, the original protected tenant in respect of the said land.

And whereas the parties of the first part shall take appropriate step to file a suit before the competent court of law for declaration to declare them as the only legal heirs of late Sri Eega Pentaiah, the original protected tenant in respect of the said land and after obtaining a decree in that respect, shall surrender the tenancy rights in favour of the parties of the second part, they being legal heirs of the original pattedars before the Tahsildar, Ghatkesar mandal and in lieu thereof, the parties of the second part have agreed to pay a total sum of Rs \_\_\_\_\_\_ to the parties of the first part.

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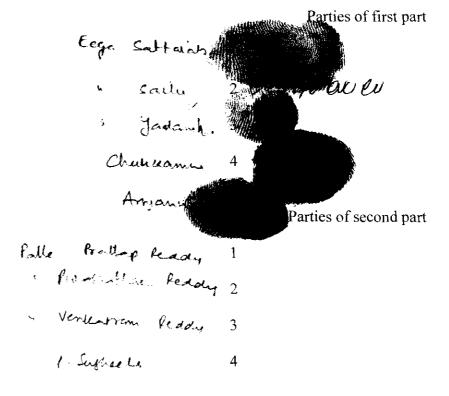
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NOW THEREFORE THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:-

- It has been agreed between the parties of the first and second part that the parties of the first part shall surrender the tenancy rights in respect of agricultural land in old sy.no.102 corresponding to new sy.nos.11, 12, 14 and 18 part admeasuring Ac 6-00 gts situated at Cherlapally village, ghatkesar mandal RR Dist unto and in favour of the parties of the second part, they being the legal heirs of the original pattedars after obtaining appropriate declaration from the competent court of law before the Tahsildar, Ghatkesar mandal RR Dist for a total consideration of Rs ...... only ]. Out of th said amount, the parties of the second part have this day paid a [Rupees...... only] as part payment thereof to the parties of the first part and the parties of the first part hereby specifically acknowledge receipt of the same.
- It has been agreed that the parties of the second part shall pay a further part to the parties of the first part out of the balance amount payable in a sum of Rs \_\_\_\_ on intimation by the parties of the first part of having obtain appropriate decree of declaration from the competent court declaring them as legal heirs of late Eega Pentaiah, the protected tenant in respect of the said land.
- It has been further agreed between the parties that the balance amount of \_\_shall be paid by the parties of the second part to the parties of the first part simultaneously along with surrender of tenancy rights in respect of the said land in favour of the parties of the second part before the Tahsildar, Ghatkesar mandal RR District.
- 4. The parties of the first part hereby confirm and covenant that they shall sign, verify and execute such further document/s, declarations as are required for effectively surrender the tenancy rights in favour of the parties of the second part after obtaining declaration as to legal heirs of late Eega Pentaiah.

In witness whereof both the parties have affixed their respective signatures on this memorandum of understanding in presence of the following witnesses;-



Witnesses

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