

// M.C. MODI'S COPY //

1st January 2005.

From,
Mr. Prakash Challa,
Managing Partner,
M/s. Sri Satya Sai Constructions,
125, Annam Gardens,
Kavadiguda,
Secunderabad.

To,
Shri Pramod Modi,
Trustee,
M C Modi Educational Trust,
5-4-187/3&4, M.G. Road,
Secunderabad – 500 003.

Sub: Cancellation of Agreement of Lease dated 26/11/1996 and Agreement of Development dated 31/01/1994 for premises bearing no. 1-8-179, admeasuring about 2,000 sq. yds. situated at S.D. Road, Secunderabad.

Dear Sir,

We have entered into two agreements as referred above for the development of the property owned by M C Modi Educational Trust. You are aware of the difficulties that we have faced in obtaining permissions from statutory authorities for development of the said land. We have appraised you from time to time about the reasons for which we could not under take development of the said land.

We have paid a deposit of Rs. 40.00 lacs in 1994. We have subsequently paid further amounts on an adhoc basis towards part payment to fulfill our obligations under the above referred agreements.

We are no longer interested in pursuing the said development. We request you to cancel the above referred agreement of development and agreement of lease dated 30/1/1994 and 26/11/1996 respectively. We further request you to refund the deposit of Rs. 40.00 lacs lying with you within a period of 30 days and forfeit the balance amounts that have been paid on an adhoc basis.

We hereby confirm that we have no right, title or claim of whatsoever on the above referred property owned by M C Modi Educational Trust except the refund of Rs. 40.00 lacs which is due to us.

Thank You,

Yours sincerely,
for **Sri Satya Sai Constructions,**


(CHALLA PRAKASH),
Managing Partner.

ep x

5th January 2005

From,
Shri Pramod Modi,
Trustee,
M C Modi Educational Trust,
5-4-187/3&4, M.G. Road,
Secunderabad – 500 003.

To,
Mr. Prakash Challa,
Managing Partner,
M/s. Sri Satya Sai Constructions,
125, Annam Gardens,
Kavadiguda,
Secunderabad.

Sub: Cancellation of Agreement of Lease dated 26/11/1996 and Agreement of Development dated 31/01/1994 for premises bearing no. 1-8-179, admeasuring about 2,000 sq. yds. situated at S.D. Road, Secunderabad.

Ref: Your letter dated 1/1/2005, requesting for cancellation of above referred agreements.

Dear Sir,

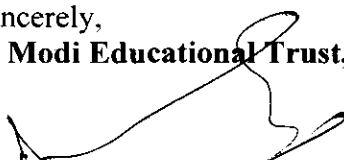
With reference to your request for cancellation of the above referred agreements, we hereby confirm that the above referred agreements hereby stand cancelled effective from 05/01/2005.

We agree to refund the deposit of Rs. 40.00 lacs lying with us within a period of 60 days i.e., on or before 05/03/2005.

Subject to refunding of the above referred Rs. 40.00 lacs, on or before 05/03/2005. All your rights, title, claims and interests of whatsoever nature with regard to the above property shall stand terminated effective from 05/01/2005.

Thank You.

Yours sincerely,
for **M C Modi Educational Trust,**

x PM

**(PRAMOD MODI),
Managing Trustee.**

x
Received
M K
6/1/05

10th January 2005

From,
Mr. Prakash Challa,
Managing Partner,
M/s. Sri Satya Sai Constructions,
125, Annam Gardens,
Kavadiguda,
Secunderabad.

TO WHOM SOEVER IT MAY CONCERN

This is to confirm that M/s. Sri Satya Sai Constructions having its registered office at 125, Annam Gardens, Kavadiguda, Secunderabad has no right, title or claim of whatsoever nature in the premises bearing no. 1-8-179, situated at S.D. Road, Secunderabad admeasuring about 2,000 sq. yds. owned by M C Modi Educational Trust.

M/s. Sri Satya Sai Constructions hereby agrees to indemnify M C Modi Educational Trust against claim made by any third persons, claiming rights on the said property through them.

for Sri Satya Sai Construction,

Date: 10/01/2005.

Place: Hyderabad.

x EP 
CHALLA PRAKASH,
Managing Partner.