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LEELA G CHIMALG! STAMP VENDOR No. 02/2004

5-4-76/A, Cenar Ranigum SECUNDERAL DESCRIPTION OF SECUNDERAL DESCRIP

CANCELLATION OF DEVELOPMENT AGREEMENT

This Deed of Cancellation is made and executed on this 28 day of August, 2007 by and between:

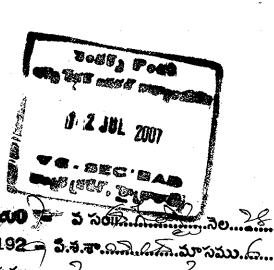
M/s. Mayflower Heights, a registered partnership firm having its office at 5-4-187/3 & 4, II Floor, Soham Mansion, M. G. Road, Secunderabad represented by its partners / duly authorized representatives Shri. Soham Modi (representing M/s. Modi Housing Pvt. Ltd., in capacity as its Director) son of Shri. Satish Modi aged about 37 years, Occupation: Business and Shri. Chanda Srinivasa Rao, son of Shri Parameshwar, aged about 42 years, **G**ccupation: Business (hereinafter the firm is referred to as the OWNER).

AND

M/s. Alpine Estates, a registered partnership firm having its office at 103, First Floor, Hariganga Complex, Ranigunj, Secunderabad, represented by its partners / duly authorized representatives Shri. Rahul B. Mehta, Son of Late Shri. Bharat U. Mehta aged about aged 28 years, Occupation: Business and Shri. Yerram Vijay Kumar, S/o. Yerram Shankaraiah, aged 43 years, Occupation: Business (hereinafter the firm is referred as the DEVELOPER).

The expressions 'OWNER' and 'DEVELOPER' shall mean and include unless it is repugnant to the context, their respective heirs, legal representatives, administrators STATE: executors, successor in interest, assignees, nominees and the like.

Page FOR ALPINE ESTATES



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WHEREAS:

- A. The OWNER and DEVELOPER have entered into an Development Agreement dated 22nd January, 2007 in respect of development of the land admeasuring about Ac. 4-11 Gts., in Sy. No.1/1 (Ac. 1-39 Gts.), Sy. No. 191 (Ac. 2-00 Gts.) & Sy. No. 2/1/1 (Ac. 0-12 Gts.), situated at Mallapur Village, Uppal Mandal, R. R. District which herein after is referred to as Scheduled Land which is more fully described in the schedule given hereunder.
- B. The above referred Development Agreement has been registered vide document no. 1002/07 with the Office of the Sub-Registrar, Uppal, R. R. District.
- C. The OWNER subsequent to entering into the above referred Development Agreement has agreed to sell the Scheduled Land for a consideration to the DEVELOPER and the DEVELOPER has agreed to purchase the same. The OWNER and the DEVELOPER have entered into an Agreement of Sale cum General Power of Attorney with possession dated 31st March, 2007 which is registered as document no. 4591/07 with office of Sub-Registrar, Uppal, R. R. District.
- D. The DEVELOPER has paid the entire agreed sale consideration to the OWNERS which is admitted and acknowledged by them.
- E. The OWNER in pursuance of the above agreement and on receipt of the entire sale consideration has conveyed their ownership rights absolutely in the Scheduled Land in favour of the DEVELOPER by virtue of above referred registered Agreement of Sale cum General Power of Attorney and as such the Development Agreement dated 22.01.2007 has become redundant and inoperative. The parties therefore hereto have mutually decided to cancel the same.
- F. The parties hereto are desirous of recording the cancellation of Development Agreement into writing.

NOW THEREFORE THIS DEED OF CANCELLATION OF DEVELOPMENT AGREEMENT WITNESSETH AS FOLLOWS:

- 1. That the parties hereto have mutually agreed to cancel the development agreement dated 22.01.2007 registered as document no. 4591/07 at the SRO, Uppal in respect of land admeasuring Ac. 4-11 Gts., in Sy. No.1/1 (Ac. 1-39 Gts.), Sy. No. 191 (Ac. 2-00 Gts.) & Sy. No. 2/1/1 (Ac. 0-12 Gts.), situated at Mallapur Village, Uppal Mandal, R. R. District which is herein referred to as the Scheduled Land.
- 2. That the OWNER hereby covenants and declares that they have not alienated, sold or disposed off in any manner their share of residential units proposed to be constructed under the above referred development agreement. The OWNER further declares and covenants that they have not entered into any agreements, understandings, etc., with any person(s) in respect of the Scheduled Land. For ALPINE ESTATES

For MAYFLOWER HEIGHTS

Partner

For MAYFLOWER HEIGHTS.~

For ALPINE ESTATES

Partner

Partner

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- 3. That the parties hereto hereby declare and covenant that they have no rights, claims, objections, etc., of whatsoever nature against each other. The OWNER particularly declares that they have no objections whatsoever in DEVELOPER using the name 'Mayflower Heights' for the housing project proposed to be taken up on the Scheduled Land.
- 4. The OWNER hereby confirms that it has received the entire sale consideration for sale of the Scheduled Land from the DEVELOPER and that hereafter the OWNER has no right, title or interest of whatsoever nature in the Scheduled Land.
- 5. The cost of registration and execution of this agreement shall be borne by the DEVELOPER.

SCHEDULE OF LAND

All that part and parcel of agricultural land admeasuring about Ac. 4-11 Gts., in Sy. No. 1/1 (Ac. 1-39 Gts.), Sy. No. 191 (Ac. 2-00 Gts.) & Sy. No. 2/1/1 (Ac. 0-12 Gts.), situated at Mallapur Village, Uppal Mandal, R.R. District and bounded by:

North

: Sy. No. 2/1/2 (Road 100')

South

: Village : Village

East West

: Sy. No. 2/1/1 (part), Sy. No. 189, Sy. No. 190 and Sy. No. 191(part)

For MAYFLOWER HEIGHTS For MAYFLOWER HEIGHTS

Owner:

Shri. Soham Modi^{ner}

Shri.Chanda Srinivasa Rao

(Partners / Authorised Representatives)

For ALPINE ESTATES

For ALPINE ESTATES

Partner

Partner

Developer:

Shri. Rahul B Mehta

Shri. Yerram Vijay Kumar

(Partners/ Authorised Representatives)

Witnesses:

1. Pullem

2.

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PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

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NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER



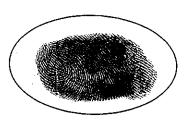


OWNER:

M/S. MAYFLOWER HEIGHTS HAVING ITS OFFICE AT 5-4-187/3 & 4, II FLOOR SOHAM MANSION, M. G. ROAD SECUNDERABAD – 500 003.

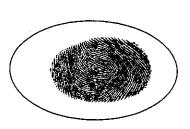
REP. BY ITS PARTNERS

1. MR. SOHAM MOD!
S/O. SHRI. SATISH MOD!





2. SHRI.CHANDA SRINIVASA RAO S/O. SHRI PARAMESHWAR





DEVELOPER:

M/S. ALPINE ESTATES HAVING ITS OFFICE AT 103, FIRST FLOOR HARIGANGA COMPLEX RANIGUNG SECUNDERABAD.

REPRESENTED BY ITS PARTNERS

1. MR. RAHUL B. MEHTA

S/O. LATE SHRI. BHARAT U. MEHTA





MR. YERRAM VIJAY KUMAR S/O. YERRAM SHANKARAIAH

SIGNATURE OF WITNESSES:

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For MAYFLOWER HEIGHTS

FOR ALPINE ESTATES

Partner

For MAYFLOWER HEIGHTS

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Partner

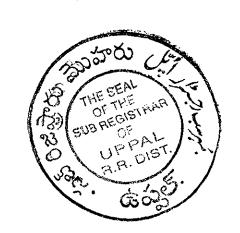
SIGNATURE OF OWNER

For ALPINE ESTATES

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Partner

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HOUSEHOLD CARD

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कु**ईं डेंटे/Date of Birth** : 04/12/1980

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For ALPINE ESTATES

Partner .

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