

తెలంగాణ तेलंगाना TELANGANA

SL. No. 20475

Date: 18-09-2021, Rupees: 100/-

Sold to: Ramesh,

S/o. Late Narsing Rao, R/o. Hyd,

For whom: GVSH Manufacturing Facilities Pvt.Ltd.

AG 114515

KODALI RADHIKA
Licensed Stamp Vendor Lic No. 7/10, 16/7/04/19-21
G6, Kubera Towers, Narayanaguda, Hyderabad-29.
Cell: 9866378260, 9440090826

SETTLEMENT AGREEMENT

This Settlement Agreement is made and executed at Hyderabad on this the 20th day of September, 2021 by and between:

GVSH Manufacturing Facilities Pvt Ltd, having its registered office at 5-4-187/3&4, 2nd Floor, Soham Mansion, M.G. Road, Rani Gunj Secunderabad, represented by its Director Soham Modi, , (Hereinafter referred to as First Party which term shall unless repugnant to the context or meaning thereof shall mean and include their representatives, executors, administrators and assignees etc.)

AND

- 1. Mrs. Yellu Pushpa Veni, W/o. Late Y. Ramchandra Reddy, aged about 73 years, Occupation: Housewife, R/o. H. no. 3-47, Turkapally Village, Shamirpet Mandal, Medchal-Malkajgiri District. Aadhar No. 719191275955.
- 2. Mr. Yellu Balgangadhar Reddy, S/o. Mrs. Pushpa Veni, aged about 56 years, Occupation: Government Employee, R/o. H. No. 4-3-74, 521/46, F2, Type III, BSNL staff quarters, Kandaswamy Lane, Sultan Bazar, Hyderabad, Aadhar No. 943572474224.

(Yellu Pushpa Veni and Yellu Balgangadhar Reddy shall be hereinafter be collectively referred to as "Second Party" which expression shall include their legal heirs, successors, nominees and assigns).

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WHEREAS:

- A. By way of execution of Agreement of Sale dated 05-.06-2021, executed by Ramchandra Reddy (brother of Second Party), Vishnuvardhan Reddy and Vijayvardhan Reddy (nephews of Second Party), the First Party has acquired all rights, title and interest over an extent of land admeasuring Acres 2-19 guntas in Sy. No. 197, 198, 201 & 202, situated at Turkapally Village Shamirpet Mandal (Scheduled Land).
- B. It has come to the notice of First Party that the Second Party had filed a suit for partition being O.S. No. 79 of 2007 for *interalia* partitioning of the Schedule Land. O.S. No. 79 of 2007 was dismissed by way of Judgement dated 26 August 2014. Challenging the said Judgement, the Second Party has filed A.S.No.827 of 2016 on the file of Hon'ble High Court for the State of Telangana, which is pending adjudication.
- C. On intervention of elders, after discussions and negotiation with the family members, and on legal advise, the Second Party has understood that her claim over the Schedule Land was not tenable and therefore has no objection to the sale of Schedule Land in favour of the First Party.
- D. The Second Party has also agreed to withdraw A. S. No. 827 of 2016 to the extent of the Schedule Land and are desirous of reducing the terms of their understanding into writing as hereunder.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- The Second Party and all her legal heirs affirm and acknowledge sale of the Schedule Land in favour of the First Party by Ramchandra Reddy (Paternal Uncle of Second Party), Vishnuvardhan Reddy and Vijayvardhan Reddy (Brothers of Second Party).
- 2. Pushpa Veni has two children, while one son is made a party to this Agreement, the second son, Mr. Yellu Ramswaroop Reddy is presently residing at 4759, Hepler Ridgway, Glen Allen, 23059, Virginia, USA and the Second Party shall ensure that Mr. Yellu Ramswaroop Reddy shares signed, notarized affidavit with the First Party confirming the terms of this Agreement.

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- 3. The Second Party, shall jointly execute a ratification deed ratifying the execution of the sale deed in respect of the Schedule Land in favour of the First Party and shall ensure that Mr. Mr. Yellu Ramswaroop Reddy also executes a ratification deed confirming the sale of the Schedule Land to the First Party and such ratification deed shall be duly notarized in The USA.
- 4. The Second Party shall, within 60 days of execution of this Agreement, file an application before the Hon'ble High Court to withdraw the appeal filed by Mrs. PushpaVeni in A.S.No.827 of 2016 to the extent of removal of the Schedule Land from the Suit Scheduled Properties mentioned in the Appeal.
- 5. The Second Party confirms and acknowledges that they or anyone claiming through them have no objection to the development activities being carried out by GVSH Manufacturing Facilities Pvt Ltd and shall not prevent it from developing the Scheduled Land by any means whatsoever.
- 6. The Second Party affirms that they have not initiated any proceedings or made any representation in connection with the Schedule Land or any part thereof before any other court, authority, department, etc., which will have a bearing on the title/development of the Schedule Land in the hands of First Party.
- 7. The Second Party shall ensure that no fresh cases are filed in connection with the Schedule Land either by them or anyone claiming from them and in the event of any loss suffered by the First Party on account of such litigations, the Second Party shall indemnify the First Party for all losses suffered by them.
- 8. Second Party also agrees to indemnify and keep indemnified the First Party at all times in respect of all losses, damages, claims, etc. arising out of breach of the terms of this Agreement.
- 9. This Agreement is irrevocable and binding on all the Parties including their legal heirs, successors, assigns.
- 10. This Agreement shall be governed and construed under the laws of India. Any disputes or differences arising out of or pertaining to this Agreement shall be subject to the jurisdiction of the competent Courts at Hyderabad, Telangana.
- 11. The contents of this Agreement have been read and explained to each party in Telugu/English language and the parties confirm having understood the same.

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DESCRIPTION OF SCHEDULED PROPERTY

All that part and parcel of land admeasuring Ac. 2-19 gts., forming Sy. Nos. 197 (10 guntas), Sy. no. 198 (Ac. 1-28 gts.,), Sy. No. 201 (18.50 guntas) and Sy. no. 202 (2.50 guntas) forming a part of Turkapally Village, Shamirpet Mandal, Medchal –Malkajgiri District, Telangana, marked in red in the plan enclosed herein and bounded by:

North	Sy. Nos. 193 & 196	
South	Sy. No. 227	
East	Sy. Nos. 199 & 200	
West	Part of Sy. Nos. 190 & 203	

IN WITNESSES WHEREOF the Parties herein have put their hands to this Settlement Agreement on the date, month and year mentioned above.

GVSH Manufacturing Facilities Pvt Ltd,- First Party;

Yellu Balgangadhar Reddy- Second Party:

Witness No.1

Address:

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Witness No.2

Address: