

Rs 50750 = 105/-

50 Rs.



34360-9-12-93 50-00

Soham
- Kmparathnam S,
Soham Modi S/o

P. RAMA SUBBAMMA
STAMP VENDOR
L. No. 15/88, R.No. 14/1993
4-2-10, OLD BHOIGUDA,
SECUNDERABAD-A. P.

FAMILY AGREEMENT/ARRANGEMENT

This Family agreement /arrangement made on the 9th December 1993 by and between :-

Shri Soham Modi S/o. Shri Satish Modi, R/o. 1-10-72/2/3, Modi House, 2nd floor, Begumpet, Hyderabad-500 016 aged about 24 years (hereinafter referred as party of the first part).

AND

Shri Sourabh Modi S/o. Shri Satish Modi, R/o. 1-10-72/2/3, 2nd floor, Modi House, Begumpet, Hyderabad-500 016, aged about 22 years (hereinafter referred as party of the second part).

This agreement is in respect of property situated in survey No. 41 of Begumpet, village Vallabh Nagar Taluq of Ranga Reddy District bearing Municipal No. 1-10-72/2/3, and 1-10-72/2/3/A and 1-10-72/2/3/B, Begumpet and known as 'Modi House' consisting of Ground floor, first floor and second floor together with land of about 315 Sq. Mtrs., and more particularly described and set out in the plan annexed hereto (hereinafter collectively referred to as 'scheduled property').



WHEREAS the party of the First Part has entered into a Sale Agreement dated 01/02/1986 in respect of purchase of land bearing Municipal No. 1-10-72/2/3 with Shri M.B.S. Purushotham to the extent of 160 Sq. Mtrs., and forming part of the scheduled property for a total consideration of Rs. 49,500/- (Rupees Forty Nine Thousand five hundred only).

Soham Modi

Soham Modi

NOTARY
M. J. MANIKYA RAO
B. A.; LL. M.
ADVOCATE
Flat No. 1, Near Amar Talkie,
Chilkalguda, Sec'bad.
Appointed by Govt. of A. P
INDIA.

AND WHEREAS the party of the Second Part has also entered into a sale agreement dated -01-02-1986 in respect of purchase of land bearing municipal No. 1-10-72/2/3/A of schedule property with Shri M.B.S. Purushotham to the extent of 155 Sq. Mtrs., and forming part of the scheduled property for a total consideration of Rs. 45,000/- (Rupees Forty Five Thousand only).

AND WHEREAS the above referred two agreements were subject to Articles of Agreement dated 01/04/1985, entered into by and between Shri M.B.S. Purushotham and Shri Satish Modi with respect to the development of the land admeasuring 315 Sq. Mtrs., Situated at Survey No. 41, Begumpet Village, Vallabh Nagar Taluq, Ranga Reddy District and forming part of the scheduled property.

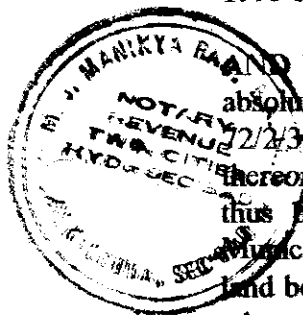
AND WHEREAS the said Shri Satish Modi by virtue of Articles of Agreement dated 01/04/1985 have developed the property and built up structures on ground floor admeasuring about 1580 Sft., and more particularly described and set out in the enclosed plan for the ground floor.

AND WHEREAS the said Shri Satish Modi having interest in the scheduled property by virtue of Articles of Agreement dated 01/04/1985, has given up the interest in the Ground floor structures on the said land in favour of parties herein for a consideration of Rs. 30,000/- (Rupees Thirty Thousand only) to each party herein under the sale deeds both dated 24/07/1993 and registered as document No. 3529 of 1993 and 3530 of 1993 respectively.

AND WHEREAS in pursuance of the aforesaid Articles of Agreement dated 01/04/1985 and sale agreements dated 01/02/1986 two Sale Deeds both dated 24/07/1993 are executed by Shri M.B.S. Purushotham and Shri Satish Modi in favour of party of the first part and party of the second part and is registered as Document No. 3530 of 1993 and 3529 of 1993 respectively.

AND WHEREAS the party of the first part Shri Soham Modi have thus become the absolute owner of the land admeasuring 160 Sq. Mtrs., bearing Municipal No. 1-10-72/2/3; Begumpet, Hyderabad - 500 016, with structures on ground floor constructed thereon admeasuring 790 Sq. ft., and the party of the second part Shri Sourabh Modi have thus become the absolute owner of the land admeasuring 155 Sq. Mtrs., bearing Municipal No. 1-10-72/2/3/A, Begumpet, Hyderabad - 500 016, which is adjacent to the land belonging to Shri Soham Modi, with structures on ground floor constructed thereon admeasuring 790 Sq. ft.

AND WHEREAS the party of the first part has put up structures on first floor bearing Municipal No. 1-10-72/2/3/B during the financial years 1990-91, 1991-92, 1992-93, 1993-94, admeasuring about 2700 Sq. ft., at a cost of Rs. 6,30,281.49 (Rupees Six Lakhs Thirty Thousand Two Hundred and Eighty One and paise Forty Nine only)



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Soham Modi 2

Sourabh Modi

AND WHEREAS the party of the second part has put up structures on second floor bearing Municipal No. 1-10-72/2/3/C during the financial years 1990-91, 1991-92, 1992-93, 1993-94 admeasuring about 2700 Sq. ft., at a cost of Rs. 8,51,666.08 (Rupees Eight Lakhs Fifty One Thousand Six Hundred and Sixty Six and paise Eight only)

AND WHEREAS the structures so put up by respective parties on first floor and second floor are on the total land area of 315 Sq. Mtrs., i.e., 160 Sq. Mtrs., belonging to party of the first part and 155 Sq. Mtrs., belonging to party of the Second Part.

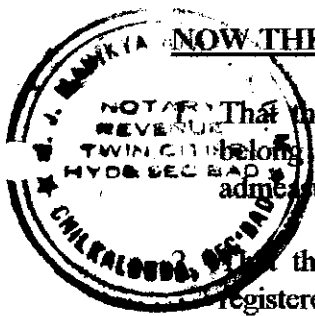
AND WHEREAS by above facts and acts of the parties hereto the following situation has arisen where in ;

1. Total land area of 315 Sq. Mtrs., is belonging to party of the First part and party of the second part to the extent of 160 Sq. Mtrs, and 155 Sq. Mtrs., respectively.
2. Total structures on ground floor admeasuring 1580 Sq. ft., is belonging equally to party of the first part and party of the second part respectively.
3. The structures put up on first floor admeasuring about 2700 Sq. ft., is belonging to party of the first part and
4. The structures put up on second floor admeasuring about 2700 Sq. ft., is belonging to party of the second part.

AND WHEREAS certain differences have arisen between the parties hereto in respect of the scheduled property.

AND WHEREAS the parties hereto have reached to an agreement so as to have peaceful enjoyment of the respective properties and are desirous of reducing the understanding into writing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:-



That the land bearing Municipal No. 1-10-72/2/3 admeasuring 160 Sq. Mtrs., shall belong to the party of the first part and land bearing Municipal No. 1-10-72/2/3/A admeasuring 155 Sq. Mtrs., shall belong to the party of the Second Part.

That the structures on the ground floor admeasuring 790 Sft., as indicated in the registered document No. 3530 of 1993 belong to the party of the first part and structures of about 790 Sft., as indicated in the registered document No. 3529 of 1993, shall absolutely belong to the party of the second part

3. The existing structure on first floor admeasuring about 2700 Sft., the half on the Eastern side and the other half on the Western side shall exclusively belong to the party of first part and party of the second part respectively.

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Sohan Modi . 3

Jeevash Modi

4. The existing structure on second floor admeasuring about 2700 Sft., the half on the Eastern side and the other half on the Western side shall exclusively belong to the party of first part and party of the second part respectively.
5. That the terrace rights of the building shall belong to the parties hereto equally.
6. That total cost of construction and other expenditure incurred aggregating to Rs.14,81,947.57 (Rupees Fourteen Lakhs Eighty One Thousand Nine Hundred and fourty Seven and paise Fifty Seven only) for construction of first and second floors shall be borne by the parties hereto equally.
7. That the party of the first part shall reimburse an amount of Rs. 1,10,692.30 (Rupees One Lakhs Ten thousand Six hundred and Ninty Two and paise Thirty only) to the party of second part in pursuance of clause 6 above and arrived as under

Total Expenditure	
For First floor	Rs. 6,30,281.49
For Second Floor	Rs. 8,51,666.08

	Rs.14,81,947.57

Expenditure to be borne by first party (50%)	Rs.7,40,973.79
Less: Expenditure incurred by first party for construction of first floor.	Rs.6,30,281.49

Balance to be paid to Second Party	Rs.1,10,692.30

8. That the common areas like stair cases etc., shall belong to the parties hereto equally.
9. That the parties herein will do all acts, deeds and things as are necessary for effecting this agreement.
10. That the amount of taxes or levies or any other sum payable to the Government in respect of the their respective properties shall be paid by the respective parties.

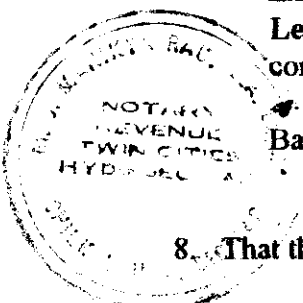
SCHEDULE OF THE PROPERTY;

All that part and parcel of the land admeasuring 160 Sq. Mtrs., and 155 Sq. Mtrs. (total 315 Sq. Mtrs.) situated at Survey No. 41 of Begumpet Village, Vallabnagar Taluq of Ranga Reddy District bearing Municipal No. 1-10-72/2/3 and 1-10-72/2/3/A, Begumpet, Hyderabad - 500 016 with structures on :

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 9/12/2014
ADVOCATE
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 Chilkalguda, Sec'bad,
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Sourabh Modi

S. Phani Modi




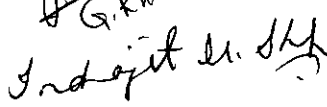
Ground floor bearing Municipal No. 1-10-72/2/3 and 1-10-72/2/3/A	1580 Sft.
First Floor bearing Municipal No. 1-10-72/2/3/B	:2700 Sft.
Second Floor bearing Municipal No. 1-10-72/2/3/C	2700 Sft..
Terrace	2700 Sft.

and bounded on the ;

EAST	Road
WEST	Neighbour Building Occupied by Times of India
NORTH	Begumpet Main Road
SOUTH	Neighbors Building.

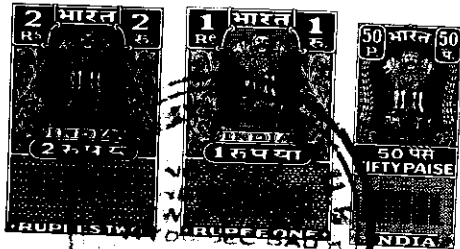
IN WITNESS WHEREOF the parties hereto have set their hands into this agreement and signed their names on the day and year above written.

WITNESSES:

1. 
G. K. NARAYANA RAO
2. 
Indrajit S. S. S.


(Party of the First part)


(Party of the Second Part)



Attested

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