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ఆంధ్ర ప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

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18-11-05 S.M. 64678  
SYED. MOHAMMED

STAMP VENDOR  
LNo 3/87, P. No. 17/2005  
C.C. Court, Hyd, A.P.

18 NOV 2005

P. Subba Rao  
S. P. Satyanarayana

Sany



AGREEMENT

This agreement is made and executed on this the 23 day of November 2005 at Hyderabad by and between—

- 1.Sri P. Subba Rao son of Sri P Satyanarayan, aged 46 years, occ Business
- 2.Smt.P Mangaish Rao wife of Sri P. Subba Rao aged 46 years. occ.business

[both r/o 225/A Rukmini Devi Colony, East Marredpally Sec'bad]

[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

Sri Satish Manilal Modi son of Late Sri Manilal C Modi aged 61 years, occ. business r/o 5-4-187/3 and 4, 3<sup>rd</sup> floor, Boham Mansion M.C. Road Sec'bad

[hereinafter referred to as the party of the second part which terms shall mean and include all his heirs, successors-in-interest, assigns etc.. ]

Whereas the parties of the first part are the absolute owners of property being premises no 1-20-248 situated at Rasulpura, Sec'bad together with building existing thereon.

Mangarshi

[Signature]

\* Satish modh.

And whereas the parties of the first part had entered into an Underwriter Agreement dt. 29.10.1986 and Amenities Agreement dt. 1.11.1986 in respect of the said property being premises no.1-20-248 situated at Rasulpura, Sec'bad confirming underwriter rights and right to sublease in favour of the party of the second part in respect of the said property and portions thereof.

And whereas the said agreement has since been in subsistence till date.

And whereas in the recent past there were discussions/deliberations between the parties of the first part and second part and in pursuance of the same a settlement has been arrived at and in pursuance of the said settlement the party of the second part has agreed to terminate the Underwriter Agreement dt. 29.10.86 and Amenities Agreement dt. 1.11.86 on the following terms and conditions.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS

1.The parties of the first part have today paid and the party of the second part has received a sum of Rs 5 lakhs [ Rupees five lakhs only ] vide Pay order no. 410472 dt. 22-11-2005 drawn on Syndicate Bank Dehradun Sec'bad towards the compensation agreed for termination of the Underwriter Agreement dt. 29.10.86 and Amenities Agreement dt. 1.11.86 in respect of the said property bearing premises no. 1-20-248 situated at Rasulpura, Sec'bad. The party of the second part hereby acknowledges receipt of the same.

2.In view of the said compensation having been paid the party of the second part acknowledges that all rights under Underwriter Agreement dt. 29.10.86 and Amenities Agreement dt. 1.11.86 hereby stand terminated.

3.The party of the second part hereby confirm that presently there are the following lessees in occupation of the said property or portions thereof.

[1] M/s Killik Nixon Ltd in occupation of 3241 sft on the ground floor and paying rent of Rs 32,079/- per month.

[2] M/s Killik Engineering Ltd in occupation of 505 sft on the ground floor and paying rent of Rs 5,000/-per month.

4.The party of the second part hereby confirm and covenant that appropriate separate intimation is being issued to the said lessees confirming that the Underwriter

Mangarshi

[Signature]

Satish Mohan

Agreement dt. 29.10.86 and Amenities Agreement dt. 1.11.86 executed in favour of the party of the second part hereby stand cancelled and the party of the second part is ceased to have any right, title claim or interest in respect of the said property and as such the above mentioned lessees shall be directed to pay rents on and with effect from 30.11.2005 to the parties of the first part directly.

5.The party of the second part hereby confirm that there is no amount received towards deposit from the said lessees and there are no other liability, encumbrance or outgoing whatsoever created by the party of the second part in respect of the said proerty or portions thereof while acting under the Underwriter Agreement dt. 29.10.86 and Amenities Agreement dt. 1.11.86. The party of the second part hereby gives warrant to that effect. If any claim is made by any third party in that respect it shall be the responsibility of the party of the second part alone to satisfy the same.

6.The party of the second part has this day surrendered the original Underwriter Agreement dt. 29.10.86 and Amenities Agreement dt. 1.11.86 as well as original lease agreements entered into with the above mentioned lessees.

7.It is agreed between the parties of the first and second part that there are no other issues between the parties of the first and second part and both the parties therefore hereby confirm that the above arrangement has been arrived at under their free will and consent and without any duress or coercion.

In witness whereof the parties of the first and second part have affixed their respective signatures on this agreement in presence of the following witnesses.

Witnesses

1  
2

*[Signature]*  
G. Kanakamma  
1-8-1188, Chikmagalur  
Hyderabad-20

M. Srinivasulu  
Kadavathur  
Chowdral  
Warangal

Parties of the first part

1 *[Signature]*  
2 *[Signature]*  
Mangaraj  
Party of the second part  
*[Signature]*