



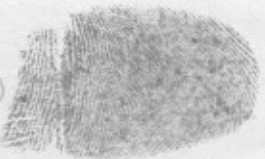
32914 / 13.10.88

Satish Modi - S
Reg. M.C. Modi.

V. BALRAM;
SUB-REGISTRAR,
Ex-Officio Stamp Vendor,
Marredpally, Sec'bad.

AGREEMENT.

This Agreement is made and executed on this the 13th day of October, 1988 by and Between:

1. i) Chimanlal Jagjivandas Sheth S/o.Late.Shri.Jagjivandas Sheth, Hindu, aged 60 years, occupation :business, resident of 1-8-215/22, Prenderghast Road, Secunderabad.
(i) C. J. Sheth
- ii) Shanti Kumar J.Sheth S/o.Late Jagjivandas Sheth, Hindu, aged 55 years, occupation:business, resident of Prenderghast Road, Secunderabad
(ii) 
- iii) Laxmikanth C.Sheth S/o.Chimanlal J.Sheth,Hindu, aged 31 years, occupation:business, resident of H.No.1-8-215/22, Prenderghast Road, Secunderabad
(iii) L. C. Sheth
- iv) Beeren S.Sheth S/o.Shanti Kumar J.Sheth, Hindu, aged 28 years, occupation:business, resident of Prederghast Road, Secunderabad
(iv) B. S. Sheth

hereinafter called the PARTIES OF THE FIRST PART (which expression unless repugnant or inconsistent with the subject or context shall mean and include not only the said PARTIES OF THE FIRST PART but also their heirs, executors, administrators assigns and nominees).

2. i) M/s.CENTRAL INDIA ENGINEERING COMPANY CONSTRUCTION DIVISION a registered partnership firm with its office at premises No.2153/5, Hill Street, Ranigunj, Secunderabad represented by its Managing Partner Shri.Satish Modi S/o.Manilal C.Modi, Hindu, aged 44 years, occupation: business, resident of Plot No.1065, Road No.45, Jubilee Hills, Hyderabad,
(iii) Satish Modi
(iii) Satish Modi
(iii) Satish Modi

ii) M/s.MEERA INDUSTRIES CONSTRUCTION DIVISION, a registered partnership firm, with its office at Premises No.7846, Hill Street, Ranigunj, Secunderabad represented by its Managing Partner, Shri.Satish Modi S/o.Manilal C.Modi, Hindu, aged 44 years, occupation : Business, resident of Plot No1065, Road No.45 Jubilee Hills, Hyderabad

hereinafter called the Party No.1 and Party No.2 together referred to as the PARTIES OF THE SECOND PART (which expression unless repugnant or inconsistent with the subject or context shall mean and include not only the said PARTIES OF THE SECOND PART, but also their partners, executors, administrators and representatives, etc.)

3. SATISH MODI S/o.Manilal C.Modi Hindu, aged 44 years, occupation :Business, resident of Plot No.1065, Road No.45, Jubilee Hills, Hyderabad; hereinafter called the PARTY OF THE THIRD PART (which expression unless repugnant or inconsistent with the subject or context shall mean and include not only the said PARTY OF THE THIRD PART but also his heirs, executors, administrators, assigns and nominees).

Where as the Parties of the First Part are the absolute and exclusive Owners of the Land admeasuring 2,628 Sq.yards mts in Survey No. 8 & 9 , situated at Rasoolpura, Police Hockey Stadium, Secunderabad Cantonment.

Whereas the parties of the Second part are the Developers and Builders and had entered into two seperate Development Agreements with the Parties of the First Part on 1-1-1984 agreeing to construct buildings over an area of 2628 Sq.metres as per the terms and conditions set out in the above said agreeme

Whereas the Parties of the Second Part could not complete the development ^{undertaken} by them and requested the Party of the Third Part to join the Parties of the Second Part to exhaust the total potential of development of the entire area of 2,628 Sq.metres.

Whereas the Parties of the First ^{Part} also consented for the Part of the Third Part to be a co-developer along the parties of the Second Part in completing the development of the property in

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pursuance of the agreements dated 1-1-1984 and accordingly the parties of the Second and Third Parts have developed the property and made construction over the agreed portion of the land admeasuring 3,141.5 Sq.yards (2,628 Sq.metres).

Whereas with a view to avoid disputes among the Parties hereto, the Parties of the First, Second and Third Parts have decided to reduce the terms agreed to among themselves into writing.

NOW THIS AGREEMENT WITNESSETH

1. That the Party No.2 of the Parties of the Second Part has developed the property to an extent of 1,233 Sq.metres.
2. The Party No.1 of the Parties of the Second Part developed the property to an extent of 625 Sq.metres.
3. The Party of the Third Part has developed the property to an extent of 770 Sq.metres.
4. Thus the Parties of the Second and Third Parts shall be entitled to benefits as per the agreements dated 1-1-1984 in proportion to the extent of the development made by each of the three parties. The extent of Land developed by respective parties are more particularly deliniated in the plan annexed hereto.
5. It has been accordingly agreed between the parties that the Parties of the Second and Third Parts shall pay to the Parties of the First Part compensation for use and occupation of the property @ 20 paise per Sq.ft per month of the constructed area instead of 15 paise as agreed to earlier. The same shall be payable from 1st January 1986.
6. All the Parties shall abide all the terms and conditions stipulated in the agreement dated 1-1-1984.

... 4...

(1) C. J. Sheth



S. S. S. S.


(v) B. S. S.

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In witness whereof the Parties hereto have signed and executed this agreement on the day, month and year first afore-mentioned.

1. C. J. Sheth
(CHIMANLAL JAGJIVANDAS SHETH)

WITNESSES:

2. 
(SHANTI KUMAR J. SHETH)

3. J. S. S.
(LAXMIKANTH C. SHETH)

4. B. S. S.
(BEEREN S. SHETH)

1. Chakraborty
2. J. S. S.

PARTIES OF THE FIRST PART.

1. Satish Modi
(M/s. CENTRAL INDIA ENGG CO CONSTN DIVISION)

2. Satish Modi
(M/s. MEERA INDUSTRIES CONSTN DIVISION)

PARTIES OF THE SECOND PART.

1. Satish Modi
(SATISH MODI)

PARTY OF THE THIRD PART.