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S.No.: 3 4-9, Date:17/2/2014, Rs.100/-Sold to: SHARAD KADAKIA S/o late. J. M. KADAKIA For Whom: SELF & OTHERS R/o. SEC'BAD

AGREEMENT

M Jyour 328267

Licenced Stamp Vendor
S.V.L.No.59/95, R.L.No.16-06-004 of 2012
Shop No.1, H.No.1-1-149, 62/A
Garden Lodge Building,
St. Mary's Road, SECUNDERABAD-A.P.

Phone.No.9246840239

This Agreement is made and executed on this the 10th day of March 2014 at Hyderabad by and etween:

1. Shri. Rajesh J Kadakia son of Late Shri. Jayantilal M. Kadakia aged 58 years, Occupation: Business, resident of 5-2-223, Gokul, 3rd Floor, Distellery Road, Secunderabad – 500 003 and represented by M/s. Modi Properties & Investments Pvt Ltd represented by its Managing Director Shri. Soham Modi, S/o. Shri Satish Modi, R/o. M.G.Road, Secunderabad - 500 003.

 Shri. Sharad J Kadakia son of Late Shri. Jayantilal M. Kadakia aged 54 years, Occupation: Business, resident of resident of 5-2-223, Gokul. 3rd Floor, Distellery Road, Secunderabad 500 003 and represented by M/s. Modi Properties & Investments Pvt Ltd represented by its Managing Director Shri. Soham Modi, S/o. Shri Satish Modi, R/o. M.G.Road, Secunderabad - 500 003.

(Hearin after called the Land Owners)

2.6.3.

AND

Hyderabad Metro Rail Ltd having its office at Metro Rail Bhavan, Saifabad, Hyderabad – 500 dand represented by its General Manager (LM).

(Hearin after called the Metro Rail Authority).

gral Manager (Land Management)
Hyderabad Metro Rail Ltd.

Saifabad, Hyderabad.

For Modi Properties & Investments Pvi. Lut.

Managing Director

WHEREAS:

- A. The Land Owners are the owners and the possessors of premises bearing No. 1-10-176, known as "Green Towers" situated at Begumpet Main Road, Opp. Hyderabad Public School, Hyderabad 500 016 consisting Parking + Five upper floors on the land area of 3,310 Sq.yds (Hereinafter referred to as the Said Property).
- B. The Metro Rail authorities are developing Metor Rail Project and a part of the project is passing through Begumpet Main Road. As a part of the project a Pier Foundation has to be put up close to the property of the Land Owners. For the purpose the northern side compound wall of the said property has to be demolished so that the foundation of the pier can be constructed. The pier foundation shall be constructed in such a way that only a part of the pier foundation shall be constructed underneath the compound wall of the said property and the column of the pier shall be constructed outside the said property.

Now this agreement witnesseth as follows:

- 1. The Metro Rail authorities will carry out the work of Pier Foundation near the Said Property of the Land Owners.
- 2. The Metro Rail authorities shall leave enough space for entry and exit of vehicles and persons in occupation of the Said Property.
- 3. The Metro Rail authorities shall take all care as to not to damage the other portions of the Said Property which is not required for their work of Pier Foundation.
- 4. A sum of Rs. 2,15,000/- (Rupees Two Lakhs and Fifteen Thousand only) will be paid to the Land Owners by the Metro Rail Authorities as a compensation cost for reconstruction of the compound wall and the lawn which are getting effected. The above amount will be paid to Shri. Rajesh J. Kadakia and Shri. Sharad J. Kadakia in equal half's.
- 5. It is specifically agreed that neither Metro Rail Authority nor GHMC/HMDA/any other Government Authority shall be entitled to claim any right of ownership in or upon any part of the land, which is the subject matter of this agreement. Further it agreed that Metro Rail Authority nor GHMC/HMDA/any Government Authority shall claim any easement rights on the said land nor shall any restrictions be placed on the Land Owners' rights to make further constructions and/or additions and alterations to the existing construction which will be in conformity to Building Rules G.O.Ms. No.168, M.A dated 07.04.2012 or relevant rules that are framed from time to time.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the date, month and year mentioned herein above, in the presence of the following witnesses:

WITNESSESS:

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Simble love typered and
Scholar Barbar, Higher
Seadlabout 500003

Hyderabad Metro Rail Ltd.
HYDER ABAD MAY BE BALL LIMITED

For Modi Properties & Investments Pvt. Ltd.

General Manager (Land Management)

Nar 10/3/12

LAND OWNERS REPRESTED BY THEIR AUTHORISED REPRESENTATIVE