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For Whom Sey RO Hyd

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The Advocates' Co-on, See S

Rep. By. O. Kiran Kumar, Literiana Sturne Vendor,

Lic. No. 15-27- 007/2015, Ranga Reddy Dist Court Complex,

L.B. Nagar, Ranga Reddy (East) Ph. No. 24037284

AGREEMENT

This Agreement is made and executed on this the 31st day of October 2016 at Hyderabad by and between: -

Shri. P. Durga Prasad son of Late. Shri. P. Ramachanra Rao aged 62 years, Occupation: Business, residing at 196, White House, Nicholson Road, Secunderabad (hereinafter referred to as the First Party which shall mean and include all his heirs, successors-in-interest, assignees, legal representatives, administrators, executors, nominees, etc.,)

AND

Shri. Soham Modi S/o. Late. Shri. Satish Modi aged 46 years, Occupation: Business who is the legal heir of Late Shri. Satish Modi and resident of Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad – 500 034

(hereinafter referred to as the Second Party which shall mean and include all his heirs, successors-in-interest, assignees, legal representatives, administrators, executors, nominees, etc.)

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Mr.

- A. WHEREAS the First Party is the absolute owner of a building having a built up area of 3,620 Sq. ft (4,400 Sq. ft super built up area) on the ground floor, bearing premises No.1-20-248, situated at Rasoolpura, Secunderabad, hereinafter referred to as the Said Property.
- B. Whereas the Second Party is the sole legal heir of late Shri Satish Modi.
- C. Whereas the First Party has executed in favour of the Second Party/late Shri Satish Modi Underwriter Agreement dated 29.10.1986 and Amenities agreement dated 01.11.1986 in respect to the Said Property. Under the said agreements the Second Party had agreed to pay rent and amenity charges to the First Party and inturn the Second Party was permitted to sub-lease the Said Property to other parties.
- D. And whereas the said agreements are in subsistence till date and the Second Party is regularly paying rent and amenity charges to the First Party.
- E. Whereas the Second Party has given on sub-lease the Said Property to M/s. V-Trans (India) Pvt. Ltd., and M/s. Shukla Enterprises.
- F. Whereas the parties have mutually agreed to terminate the Underwriter Agreement dated. 29.10.86 and Amenities dated 01.11.86 on the following terms and conditions.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. The First Party and the Second Party have mutually agreed to terminate the Underwriter Agreement dated 29.10.1986 and Amenities agreement dated 01.11.1986 in respect of the Said Property.
- 2. The sub-lease of the Second Party with the existing tenants shall be deemed to be transferred to the First Party from 1st November, 2016. The First Party undertakes to repay the security deposit of Rs. 3,07,602/- paid by the sub-tenants to the Second Party.
- 3. The details of the existing tenants is as under:
 - a. V-Trans (India) Pvt Ltd is in occupation of 2,200 sft on the ground floor and paying rent of Rs. 26,464/- (Rupees Twenty Six Thousand Four Hundred and Sixty Four only) per month. Security deposit paid to the Second Party is Rs.1,41,318/-.
 - b. Shukla Enterprises is in occupation of 2,200 sft on the ground floor and paying rent of Rs. 29,931/- (Rupees Twenty Nine Thousand Nine Hundred and Thirty One only) per month. Security deposit paid to the Second Party is Rs.1,66,284/-

4. The Second Party hereby confirms that hereafter it shall not have any right, title or claim against the First Party or the Said Property. Similarly, the First Party confirms that it does not have any claims against the Second Party.

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- 5. The Said Property is deemed to be handed over by the Second Party to the First Party on an as is where is basis.
- 6. The Second Party has this day hereby surrendered the originals of Underwriter Agreement dated 29.10.1986 and Amenities agreement dated 01.11.1986 to the First Party along with the original lease agreements entered into with the above mentioned sub-lessees.
- 7. It is agreed between the parties 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 witness.

Witnesses:

M. SATORRANASTO

Second Party