



Contract No. 2207 Date 5-10-81 S-20
Sold To S. Srinivasare
By M. Hanumanth Rao
For Sale of the property of M. C. Modi

Pravin
P. Rama Subbanna
STAMP VENDOR
8512 OLD BHOIGUDA
SECUNDERABAD - A.P.

A G R E E M E N T

This Agreement executed at Secunderabad: this the 1st day of
November, 1981 by and between:-

Satish Chandra Modi, son of Manilal C. Modi,
Hindu, aged about 39 years, residing in
3-4-187/3 & 4, "Seham Mansions", Mahatma
Gandhi Road, Secunderabad:

hereinafter called the "ASSIGNOR" : which term shall mean and include
whenever the context may so require his heirs, executors, administra-
tors and assigns OF THE ONE PART;

A N D

Modi Builders, a Partnership Firm, registered
under the Partnership Act, represented by its
Partner, Shri. Mahesh K. Desai S/o. Kantilal
Desai :

hereinafter called the "ASSIGNEE" : which term shall mean and include
whenever the context may so require its representatives and successors-
in-interest OF THE OTHER PART : Witnesseth as follows:-

WHEREAS, under a Deed of License executed on 28-5-1981
by and between Messrs. Investa Chemicals, a registered Partnership Firm,
carrying on business at 13/1, Baselapur, Begumpet, Secunderabad:

Satish mdr.
Mahesh Desai

ment, the Assignor has occupied on License, the Open Land, admeasuring 6,836.7 Sq.Yards, together with the building standing thereon, on an area of 10,000 Sq.Ft., in Survey No:13/2, Rasoolpura Village, Begumpet, Secunderabad, more particularly described in Schedule 'A' annexed hereto, on terms and conditions mentioned in the said Deed of License.

AND WHEREAS it was agreed between the parties hereto, that the Assignor should assign the rights granted to him under the said Deed of License in respect of a portion of the Schedule 'A' Property: Which portion hereby assigned, is more particularly described in Schedule 'B' annexed hereto, and delineated in 'Green' in the Plan annexed hereto, subject to the discharge of all obligations undertaken by the Assignor with the Licensor under the Agreement dated 28-5-1981 and on terms and conditions orally agreed to, between the Assignor and the Assignee and the Assignor has accordingly assigned the Schedule 'B' Portion of the Schedule 'A' Property on the following terms & Conditions:-

NOW THIS DEED OF ASSIGNMENT WITNESSES AS FOLLOWS:-

- 1) In pursuance of the said Agreement and in consideration of the Payment deposited of Rs. 1,00,000/- (Rupees One lakh only) to be paid within six months of this agreement together with interest on the date of execution of this Deed, the Assignor hereby assigns all his rights and obligations under the Deed of License Dated 28-5-1981 pertaining to the Schedule 'B' Portion of the Schedule 'A' property.
- 2) The Assignment granted under this Agreement shall subsist for the same period as the Deed of License will be in force as per the terms of the Deed of License dated 28-5-1981.
- 3) The Assignee shall also pay its share of the Water and Electricity charges to the Assignor and obtain a receipt from the Assignor or pay the same directly to the Departments and hand over the receipts to the Assignor.

Satish Moh

Maheś Kesari

Contd....3/-

- 4) The Assignee shall also, in addition to the license fee for the Schedule 'B' portion as shown in Clause '6' pay the proportionate taxes, charges levies etc., including Property Taxes payable to the Municipal Authorities for any new structures raised by the Assignee on the Schedule 'B' portion. The Assignee shall pay the said Taxes and charges not only at the rates payable in the first instance, but also at enhanced rates, if the rates are enhanced in respect of the new structures that may be raised by the Assignee on the Schedule 'B' portion. The receipts obtained towards payment of the said charges shall be handed over to the Assignor by the Assignee.
- 5) The Assignee is permitted to make constructions on the Schedule (B) Portion as per the directions and approval of the Municipal Authorities in the name of and on the behalf of Investa Chemicals, but at the cost and expense of the Assignee.
- 6) The Assignee shall pay on or before the 5th of every month to the Licensor, License fee at the rate of 0.25 Paise per Sq.Ft., of the area on which it makes constructions from the date of completion of 2 years from 28-5-1981 or from the date of commencement of any business in the structures so erected whichever is earlier. However, the Assignee is bound to pay a minimum sum of 4,000/- (Rupees four thousand only) to the Licensor which is the minimum amount payable for the Schedule 'B' portion out of the amount of Rs.5,000/- (Rupees five thousand only) per month payable by the Assignor to the Licensor for the entire Schedule 'A' Property as per Clause '9' of the Deed of License irrespective of whether the Assignee makes any constructions or not and irrespective of the fact, whether any business is commenced.
- 7) Any structures or additions or alterations to any structures made on Schedule 'B' Portion shall be carried on or made in the name of and on behalf of the Licensor.
- 8) The Assignee is entitled to permit any other party to carry on the works on its behalf, if the Assignor obtains the previous consent in writing of the Licensor on request made by the Assignee to the Assignor.

Satish Mohan

Mahesh Das

9) On the expiry of the license period of 17 years or if the license is revoked for any of the reasons mentioned in the License in occupation of the Schedule 'B' Portion on such terms and conditions as may be agreed upon between the Licensor and the Assignee. The Assignee shall not be entitled to claim any compensation for the constructions and additions made on the Schedule 'B' portion and such constructions and additions shall be deemed to be the property of the Licensor from the time they are constructed.

10) The Assignee has read and understood the terms and conditions of the Deed of license executed between the Assignor and the Licensor and the Assignee hereby agrees that it shall not act in any manner derogatory to the terms and conditions laid down in the Deed of License or in any manner which jeopardises the interests of the Licensor in the the Schedule 'A' Property under the Deed of License and the Assignee hereby indemnifies the Assignor against all losses that the Assignor or the Licensor may sustain in this regard. Subject to the aforesaid, the Assignee shall have the same right of peaceful enjoyment of Schedule 'B' portion during the license period and it shall have the same rights and privileges which can be enjoyed by the Assignor in respect of the Schedule 'B' portion, which is assigned to the Assignee as a successor-in-interest of the Assignor under this deed.

SCHEDULE 'A'

DESCRIPTION OF THE ENTIRE AREA IN RESPECT OF WHICH License HAS BEEN GRANTED TO THE ASSIGNOR UNDER THE DEED OF LICENSE DATED 28-5-1981.

Open Land admeasuring 6836.7 Sq.Yards (5723.7 Sq.Mtrs.) together with the building constructed thereon on an area of 10,000 sq.ft., in survey No.13/2 situated at Rasoolpura, Village, Begumpet, Secunderabad, with the following boundaries:-

On the NORTH BY : M/s.Unicorn Industries
On the SOUTH BY : Ami House
On the East BY : Neighbour's Land
On the WEST BY : Common Passage

Satish mode

Mahesh Kesari

Contd.... 5/-

S C H E D U L E - 'B'

DESCRIPTION OF THE PORTION OF THE SCHEDULE 'B' PROPERTY ASSIGNED TO THE ASSIGNEE UNDER THIS AGREEMENT.

All that Portion of Schedule 'B' Property, admeasuring 26,991 Sq.ft., delineated in Green in the Plan annexed hereto, and bounded on the:-

NORTH BY : UNICORN INDUSTRIES
SOUTH BY : PUBLIC ROAD
EAST BY : NEIGHBOUR'S LAND
WEST BY : ASSIGNEE

IN WITNESS WHEREOF, the Assignor and the Assignee have signed these presents on the date and at the place mentioned hereinabove in the presence of the following Witnesses.

Satis Moh.
A S S I G N O R.

Malleshwar
A S S I G N E E.

W I T N E S S :-

1. *Chakravarthy*
(CHAKRVARTHY)

2. *S. S. Maniam*
(S. S. MANIAM)