



1095 10/2/98  
A.P. Praveen Kumar  
P. Kruparajaram  
M/S. Modi Construction Co. Ltd

106229

V. SHYAM KUMAR  
Stamp Vender L.No. 8/03  
R.No. 14/96, Moula-Ali,  
44-326. R. E. DIST.

**AGREEMENT**

This **AGREEMENT** made and executed at Secunderabad on this the 10<sup>th</sup> day of February 1998 by and between:

**Modi Constructions** a partnership firm having its office at 5-4-187/ 3 & 4, 2<sup>nd</sup> Floor, M. G. Road, Secunderabad, represented Shri Sourabh Modi (hereinafter referred to as party of the "First Party").

**AND**

**Shri Bhawarlal Jain** S/o. Shri Lalchand Jain aged about 43 years, R/o. 7-3-705, Pot Market, Secunderabad - 500 003, (hereinafter referred to as the "Second Party").

The expressions 'First Party' and 'Second Party', shall mean and include unless it is repugnant to the context, their legal heirs, representatives, administrators, executors, nominee, successors-in-office etc.

Sourabh Modi

x Bhawarlal Jain

**W H E R E A S :**

1. The **First Party** is a partnership firm evidenced by a deed of partnership dated 23<sup>rd</sup> December 1995.
2. The **Second Party** is an individual.
3. The **First Party** and **Second Party** entered into an agreement on 11<sup>th</sup> January 1996 with Smt. K Padmabai and others for purchase of property bearing Survey No. 58, situated at Trimulgiri Village, Secunderabad Cantonment with an intention to develop the same into a residential houses/residential plots.
4. The parties hereto had entered into a Joint Venture Agreement dated 9/2/96 for the purposes of developing/dealing with the above said property, on the terms & conditions enumerated in the Joint Venture Agreement.
5. There are various problems in the said land like encroachments, tenants, other claimants etc.
6. The **First Party** has agreed to relinquish his rights, title, claims etc., acquired under Sale Agreement dated 11<sup>th</sup> January 1996 and Joint Venture Agreement dated February 9<sup>th</sup> 1998 in favour of the **Second Party**.  
1996.
7. The parties hereto have agreed to certain terms & conditions and are desirous of reducing the same into writing.

**NOW THEREFORE THIS AGREEMENT WITNESSED AS UNDER:**

1. The **First Party** hereby agrees to relinquish all his rights, title, claims etc., in favour of the **Second Party** under the above said agreements for a sum of Rs. 13,00,000/- (Rupees Thirteen Lakhs only). The First Party hereby acknowledges the receipt of the said sum of Rs.13,00,000/- (Rupees Thirteen Thousand only).
2. The **First Party** is relinquishing all his rights, claims, title, etc., under the said Sale Agreement/Joint Venture Agreement in favour of the **Second Party** on an as-is-where-is condition. Under no circumstances will any objection be raised regarding the title etc.
3. The **First Party** shall not be liable for any claims, damages etc., relating to the said Land/Agreements.

*Somesh Mohi*      *A. Bharadwaj*

4. The **Second Party** agrees to take over the risks and costs of developing/dealing with the said land.

In witness whereof the parties hereto, have set and subscribed their respective hands on this document on the 10<sup>th</sup> day of February 1998.

**WITNESSES:**

1.

*[Handwritten signature]*  
A. K. ANANDAN

2.

P. L.  
P. S. Rameshulu

*[Handwritten signature]*  
**FIRST PARTY**

*[Handwritten signature]*  
**SECOND PARTY**