



AGREEMENT

This Agreement is made and executed on this 8th day of February 2002 by and between:

Satish Modi, S/o Late Manilal C Modi, aged 58 years, residing at Plot No 280, Road No 25, Jubilee Hills, Hyderabad, herein after referred to as "SATISH".

AND

- Rizwan Shaik Imam, S/o Ikramuddin Shaik Imam, Aged about 32 years, R/o 8-2-120/76/7 Road No 2 Banjara Hills Hyderabad.
- Shaffiudding Hyder S/o Late Shaik Mahboob, aged about 47 years, C/o Mr.Arif Mirza, No 72, Gunrock Enclave, Secunderabad – 500009 represented by Rizwan Shaik Imam.
- 3. Noorjehan Shaik Imam, W/o Ikramuddin Shaik Imam, aged about 59 years, R/o 8-2-120/76/7/1 Road No 2 Banjara Hills Hyderabad, represented by Rizwan Shaik Imam.

Hereinafter referred to jointly and severally as "RIZWAN".

Reference to the parties shall include reference to their respective heirs, legal representatives, successors, assignees etc.

WHEREAS:

- 1. SATISH is the owner of land admeasuring 1962 sq yards bearing No 1-10-72/5/C situated in Sy No 37 & 38 (part) situated at Cheekoti Gardens, Begumpet Hyderabad herein after referred to as "Schedule Property".
- 2. SATISH had desired to develop the Scheduled Property into an Apartment Complex

The MAL SOHAM MODI

known as SAPPHIRE. For this purpose SATISH had intended to take the help of RIZWAN so that necessary financial and other resources can be raised.

- 3. RIZWAN had agreed to provide some assistance financially and otherwise for the construction of Apartment known as SAPPHIRE.
- 4. The parties hereto have been holding series of negotiations and agreements and have carried on construction of the Apartment Complex on the scheduled property either jointly or separately.
- 5. RIZWAN for all his assistance was entitled to certain rights and benefits that may arise and accrue on account of the development and construction of **SAPPHIRE** complex on the scheduled property.
- 6. The parties hereto have agreed to certain understanding now and are desirous of reducing the same into writing.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS UNDER:

- 1. That this Agreement supercedes all previous agreements, understandings etc if any.
- 2. That RIZWAN for all his efforts, assistances, finances that has been provided from time to time will be entitled to the consideration as given hereunder in full and final settlement of his rights, claims, interest of whatsoever nature.
 - a) An amount of Rs 21,00,000/-(Rupees Twenty One Lakh Only) in the following manner.

On or before 28 th February 2002 – Rs 5,00,000/-(Rupees Five Lakhs Only) On or before 30th April 2002 – Rs 4,00,000/-(Rupees Four Lakhs Only) On or before 30th June 2002 – Rs 12,00,000/-(Rupees Twelve Lakhs Only)

- 3. That RIZWAN shall have no rights, claims interest of whatsoever nature against SATISH including all advances paid by RIZWAN to SATISH and moneys spent on construction of SAPPHIRE, except and to the extent of the consideration agreed herein to be given by SATISH to RIZWAN.
- 4. That hence forth day-to-day construction of **SAPPHIRE** complex will be undertaken by either SATISH himself and /or through his representatives.

IN WITNESS whereof the parties hereto have set and subscribed their respective hands on this Agreement, on this day and year mentioned herein above.

WITNESSES

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ARIF MIRZA)

BABU (Staw)

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RIZWAN SHAIK IMAM

SOHAM MODI