

ಆಂಧ್ರ್ಯವನೆ ತ आन्ध्र प्रदेश ANDHRA PRADESH

21-9/08 585 No. 619 Date Rs. 585

sold Rs. KeKilaben J. Kodakia

For Whom.....

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LEELA G CHIMALG

STAMP VENDOR Licence No.07/2006 5-4-76/A, Cellur Ranigunj, SECUNDERABAD-500 003.

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding signed on this 22nd day of September, 2008 at Hyderabad.

Between

Smt. Kokilaben J Kadakia w/o. Jayanthilal Kadakia aged about 65 years having her office at # "GOKUL" 5-2-227, 3rd floor, Distillery Road, Secunderabad – 500 003, Occupation: Business.

Herein after referred as First Party.

AND

Mr. Telugu Darselli Alias Narsimha S/o. Telugu Timmanna, aged about 30 years, R/o. Ajjakollu Village, Kothakota Mandal, Mahbub Nagar Dist, Andhra Pradesh. Herein after referred as Second Party.

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STAMP VENDOR Licence No.02/2006 5-4-76/A/O/The Ranigunj, SECUNDÉRABAD-500 003.

Whereas Mr. Telugu Darselli Alias Narsimha S/o/ Mr. Timmanna who was a daily wages labour searching for work at adda and requested the first party to give work on daily basis and he reported to work at our site known as Greens Towers # 1-10-176, Begumpet, Hyderabad - 500016. On the same day after assuming the work within half an hour due to his neglegency, while working in the ground floor a piece of slab fell on his back side. Immediately he was rushed to hospital and admitted in the same hospital where his back bone operated with cost of party of the first part around Rs. 6 Lacs, after operation he regained his strength and he became normal. Though the party of the first part is not under any obligation to pay any compensation or to render any financial assistance/ help to the party of the second part on any account of whatsoever nature under any of the provisions of law, as they paid more than compensation towards medical expenses and other operations. However the party of the first part considered the request of the party of the second part on humanitarian grounds and accordingly paid an amount of Rs. 1, 15,000/-(Rupees One Lakh Fifteen Thousand Only) to party of the second part. Subject to the following terms and conditions that are mutually agreed between the parties of the first and second part.

Further, the party of the first part had taken care all these five years by giving livelihood, free accommodation, medical expenses and free education to the children of party of the second part.

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TERMS AND CONDITIONS:

1. The Party of the first part unequivocally declared that the accident of Mr. Telugu Darselli Alias Narsimha is due to his negligence and not taking any precautions steps though the project provided all accidental free equipments.

2. The Party of the first part declares that they are not entitled for any compensation as the first party had spent more than 6 Lacs towards medical expenses and taking the responsibility of the family of the second part for all these five years.

3. Further, the party of the second part is not a regular employee and it was the first day reported to duty. On daily wages basis through other contractor.

4. The party of the first part on humanitarian grounds helped the party of the second part by payment of an amount of Rs. 1,15,000/- (Rupees One lakh fifteen thousand only) by way of Demand Drafts of Rs. 1,10,000/- and Rs. 5,000- by cash.

Details:

Name	D. D. No.s & Date	Amount
Telugu. Darselli Alias Narsimha	226048 dt. 22.09.2008	49,000/-
-do-	Cash	66,000/-
	Telugu. Darselli Alias Narsimha	Telugu. Darselli Alias Narsimha 226048 dt. 22.09.2008

- 5. The party of the second part received the above said amount and expressed their heartfelt thanks to the party of the first part for the financial help rendered by them.
- 6. The party of the second part unequivocally declared that they got no legal right to claim any amount from the party of the first part and further declared that they shall not make any claim of whatsoever nature on whatsoever account against the party of the first part, as the party of the first part are not liable to pay any payment / compensation of whatsoever nature on whatsoever account to the party of the second part or legal heirs of the second part.

7. The party of the second part declares that the financial assistance rendered by the party of the first part is purely on the humanitarian grounds and the same do not confer any right of whatsoever nature to make any claim against the party of the first part.

8. The party of the second part declares that the contents of this agreement are read over and explained to them in their mother tongue by their relatives and affixing their signatures here under, having understood the contents of this agreement fully.

9. The party of the second part agrees that there is no relationship of master and servant between the party of the first part and party of the second part as the second party reported the duty through our contractor and he was not employed directly by the party of the first part.

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In witness, whereof the parties here to have set and subscribed their signatures on this 22nd day of September, 2008.

Witnesses:

1 R. Bueland Sarpanch ABakole 2 M. TO & 36

Party of the First Part

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Party of the Second part

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