

6452 29/6/98  
 To Lipin Reddy, Sr. Ram Reddy  
 For Whom Soham Modi - Sr., Satish Modi - Sec'ry

P. Ranga Swamy  
 P. Ranga Swamy  
 S. V. L. No; 1/95  
 NAGOLE, R.R. District

### AGREEMENT

This Agreement is made and executed on this the 1<sup>st</sup> day of July One Thousand Nine Hundred and Ninety Eight, by and between:

**Shri. Soham Modi S/o. Shri. Satish Modi** aged 29 years, Occupation: Business, residing at Plot No. 1025, Road, No. 45, Jubilee Hills, Hyderabad hereinafter referred to as the **FIRST PARTY** (which term shall mean and include whenever the context may so require his successors-in-interest)

A N D

Shri. Satish Modi HUF represented by its Karta Shri. Satish Modi having its office at 5-4-187/3 54, 3<sup>rd</sup> Floor, Soham Mansion, M. G. Road, Secunderabad - 8 hereinafter referred to as the **SECOND PARTY** (which term shall mean and include whenever the context may so require its successors-in-interest)

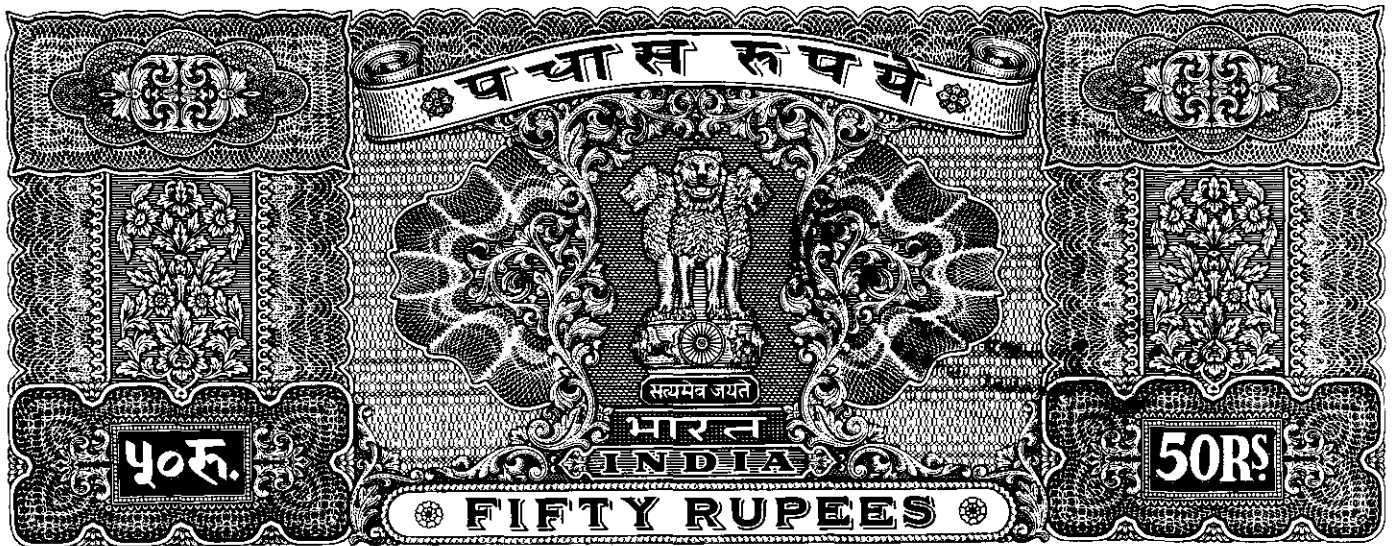
#### WHEREAS:

M/s. Modi Builders Methodist Complex is the sole tenant of the building known as "Methodist Complex" (hereinafter referred as "Said Building") situated at 5-9-189/190, Chirag Ali Lane, Abids, Hyderabad as per the Tenancy Deed dated 686/90 dt. 19/04/1988.

For Satishchandra Modi (H.U.F.)

Soham Modi

x Satish Modi Karta



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Linfa Reddy, So. Ram Reddy, Apr. Huf  
Soham Modi, S. Satish Modi, Secy

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P. Ranganaswamy  
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NAGOLE, R.R. District.

- b /s. Shivalaya Hotels and M/s. Modi Builders Methodist Complex had jointly put up a restaurant on the fourth floor of the "Said Building" on the terms and conditions mentioned in the Agreement dated 16<sup>th</sup> November 1993.
- c The same restaurant was leased out to M/s. Dasprakash Franchising Corporation under agreement dated 22<sup>nd</sup> July 1993. Dasprakash Franchising Corporation vacated the said restaurant on 1<sup>st</sup> April 1998, and the Agreement between M/s. Modi Builders Methodist Complex and M/s. Shivalaya Hotels was also terminated on the same day.
- d M/s. Modi Builders Methodist Complex sub-leased the 1/4<sup>th</sup> un-divided portion of fourth floor to the **Second Party** and 3/4<sup>th</sup> undivided portion of fourth floor to M/s. Shiv Shakti Constructions Pvt Ltd from 1<sup>st</sup> July 1998.
- e M/s. Shivalaya Hotels a partnership firm, was the owner of the furniture and fixtures in the restaurant. The furniture and fixtures in the restaurant sold were to the **First Party** (1/4<sup>th</sup> share) and M/s. Shiv Shakti Constructions Pvt Ltd (3/4<sup>th</sup> share). Thus the **First Party** and M/s. Shiv Shakti Constructions Pvt Ltd became the absolute owners of the Furniture and Fixtures in the ratio of 1/4<sup>th</sup> and 3/4<sup>th</sup> respectively.
- f Whereas the **Second Party** is the present tenancy right holder of the 1/4<sup>th</sup> undivided portion of the fourth floor in the "Said Building" as per the Lease Deed dated 9<sup>th</sup> October 1998.
- g Whereas the **First Party** is now the owner of 1/4<sup>th</sup> undivided share of the furniture and fixtures in the above "Said Building".

Johna Modi

For Satishchandra Modi (H.U.F.)

\* Satish Modi  
Kartal

The First Party and the Second Party (along with M/s. Shiv Shakti Constructions Pvt Ltd) have decided to jointly lease or enter into partnership/revenue sharing agreement with third party as and when it is identified. Both the First Party and the Second Party have agreed to share the revenue from the above.

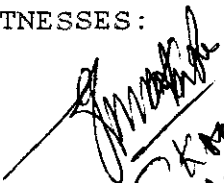
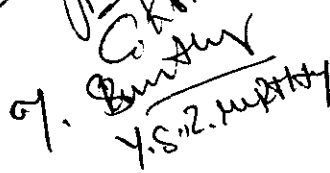
The parties hereto are desirous of reducing to writing the terms of the agreement.

WITNESSETH:

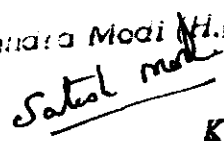
1. This Agreement shall be valid for a period of one year from 1<sup>st</sup> of August 1999 on the terms and conditions mentioned herein. Thereafter this agreement shall be extended for a further period of one year each, in writing, on mutually agreed terms.
2. The second party authorizes the first party to deal on its behalf for leasing out the said premises or entering into partnership/revenue sharing agreement on its behalf without any further reference to the second party. The second party also authorizes the first party to collect rents/ profits/ revenue directly in favor of the first party.
3. The first party shall pay a fixed sum of Rs. 20,000/- (Rupees Twenty Thousand only) per month to the second party as his share of profit/rent/revenue for the period of this agreement (i.e., from 1<sup>st</sup> August 1999).

In Witness whereof this Agreement is signed and executed by the parties in presence of the following witnesses on this day, month and year of above mentioned at Secunderabad.

WITNESSES:

1. 
2.   
G. Bandy  
Y.S.R. Murthy

  
FIRST PARTY

for Satishchandra Modi (H.U.F.)  
  
SECOND PARTY Karta]