



S No. 1. P. 1. 1. Date 19.6.86 5.00

300 To

Mr. M. S. Prasad

Sl. No. 4

Highway

For whom

21st Century Constructions

*[Signature]*  
A. S. S. S. S.

STAMP VENDOR,

No. 15/88 R. No. 8/1988

2-110, OLD BHOIGUD  
HYDERABAD-500001

Mr. M. S.

### A G R E E M E N T

AGREEMENT executed at Hyderabad on this the 19<sup>th</sup> day of June, 1986 by and between :-

SATISH MODI, son of Manilal C. Modi aged 40 years, R/o. 701 "Sarita Apartments", Road No. 4, Banjara Hills, Hyderabad, representing M.C. Modi Discretionary Trust, being its sole Trustee;

hereinafter referred to as the "PARTY OF THE FIRST PART"; which term shall mean and include his successors-in-interest and successors-in-Office;

### A N D

- 1). E. Pratap Reddy ;
- 2) B.S. Satyasai Prasad; 3) S. Joseph ;
- 4) M/s. V.V. Trans Investments (P) represented by its Directors
  - a) S. Joseph b) G. Eswar B/o. G. Vittal, Blue Moon Hotel
- 5) 21st Century Constructions (P) Ltd., represented by its Director
  - a) B.V. Satyasai Prasad b) T. Venkatesh c) S. Joseph and
  - d) E. Pratap Reddy ;

hereinafter referred to as the "PARTIES OF THE SECOND PART" which term shall mean and include whenever the context may so require their respective heirs, executors, administrators and assigns ; of Nos. 1, 2, 3 and successors-in interest of No. 4 & 5, Witnesseth as follows:-

*[Signature]*  
S. Joseph

*[Signature]*

*[Signature]*  
Satish Modi

Contd..2...

The parties herein along with four others, formed a partnership Firm under the name and style "21st. Century Constructions" at 5-6-153, Nampally, Hyderabad. The Part of the First Part and the four other persons, have retired from the Firm and the Parties of the Second Part had to pay certain amounts to the Party of the First Part under the Deed of Retirement. The parties herein, now agreed as under:-

- 1) The Parties of the Second Part shall pay a sum of Rs.35,00,000/- (Rupees Thirty Five Lakhs only) to the Party of the First Part within a period of three years, from the date of this Agreement towards his share of the capital contribution, Profit, Goodwill etc., in the Partnership firm of "21st Century Constructions". *A separate promisor's note is executed bearing reference no.09 dated 22nd June 1986.*
- 2) The Parties hereby agree that for the due payment and discharge of the amounts due to the party of the First Part, there shall be a first charge on 10,000 Sq.ft of the constructed area in Premises bearing Nos.5-8-117 to 173, Nampally Hyderabad, which is more particularly described at the foot of this document and shown in detail in the Plan annexed hereto.
- 3) The Parties of the Second Part shall be entitled to have the release of portions of the charged area on proportionate discharge of the amount due to the Party of the First Part.
- 4) In the event of the Parties of the Second Part failing to make any construction on the land demarcated in the Plan within a period of 18 months, the party of the First Part shall be entitled to immediately recover the sum of Rs. 35,00,000/- (Rupees Thirty Five Lakhs only) in lumpsum by proceeding against the person and the properties of the Parties of the Second Part including the Directions of Nos.4 and 5 and including against the property bearing Premises No. 5-8-117 to 173, Nampally, Hyderabad.
- 5) If the Parties of the Second Part fail to discharge the amount due to the Party of the First Part shall be entitled to have the constructed area transferred in his favour or if it is insufficient to cover the amount due by proceeding against the person and properties as specified above in para-4 above or by having 1/3 rd of the Land in Premises No.5-8-117 to 173 Nampally, Hyderabad.

The parties and in such event the party of the second part has agreed to pay a sum of Rs. 20,00,000/- (Twenty Lakhs only) in the month of 19 month on wards till the share consideration of Rs. 3,00,000 (Three Lakhs only) is paid.

*mmmm*

*Part 1 also  
2. Joseph*

*Part 1 also  
2. Joseph*

*mmmm*

*Satish maha*  
Contd..3....

6) The Parties hereby agree that the Parties of the Second part alone shall be liable to content or conduct any proceeding in any Court of Law, pending or that may be filed hereinafterwards in respect of Premises Nos.5-8-117 to 173, Nampally, Hyderabad, by anyone and the Parties of the Second part shall not be entitled to reduce or withhold any part of the amount of Rs.35,00,000/- (Rupees Thirty Five Lakhs only) merely on account of the pendency of any proceedings or the result thereof.

7) The parties further agree that each of them shall execute and register all such deed or deeds as may be required by the other to enforce or carryout the terms of this agreement.

IN WITNESS WHEREOF, the Parties herein, have set their hands on this the 21<sup>st</sup> day of June 1986 at Hyderabad.

PARTY OF THE FIRST PART.

WITNESSES:-

1. Shah Gulam Shous
2. Syed Abu Mohd Shafiq D.S.

1. I. Kethu A.S.M.
2. Joseph A.S.M.
3. S. Joseph.

- 4.
5. Joseph A.S.M.

PARTIES OF THE SECOND PART.

Satish Kumar



4918 3 486 3  
 Sold to G. Sree Rama Murthy  
 Leipani  
 Sakist Road

G. Sree Rama Murthy,  
 STAMP VENDOR (L NO 37-67)  
 Renewal No. 38/1984  
 8548, Rashtropathi Road,  
 SECUNDERABAD.

Agreement by and between M.C.Modi Discretionary Trust represented by its Trustee Shri Satish Modi S/o.Manilal C.Modi residing at 701 Sarita Apartments, Road No.4, Banjara Hills, Hyderabad - 500 034 hereinafter referred to as the 'Trust' and Shri B.V.Satya Sai Prasad S/o.B.Lakshminarayana residing at 6-3-347/13, Punjagutta, Hyderabad hereinafter referred to as the developer.

Whereas Late Shri Manilal C.Modi had entered into agreement to purchase property bearing No.5-8-112 to 5-8-173 situated at Nampalli through his son Shri Satish Modi. Whereas Shri Manilal C.Modi died in year 1983 bestowing the right and obligation in the property in question to M.C.Modi Discretionary Trust and have appointed Satish Modi as the sole Trustee of the same.

And whereas the said Trust could not manage the litigation and the unsocial element who were constantly trying to dispose it from the portion of the land under its possession.

And whereas the said developer had offered to take upon himself the responsibility of handling litigations, seeking appropriate permissions from various Govt.agencies etc.,

*[Signature]*

*[Signature]*

Contd....2.

have agreed to pay the purchase consideration of Rs.8,20,000/- (Rupees Eight Lakhs Twenty thousand only) for the transfer of all rights of the original owners and the said trust in the property provided.

- a) The trust as also the owners agreed to execute all documents required for the successful management and development of the property on payment of Rs.1,00,000/- (Rupees One lakh only) towards confirmation advance and Earnest Money Deposit.
- b) It should be expressly understood that all such documentation shall be for the benefit of the developer i.e., the said B.V.Satya Sai Prasad and or his associates including the firm/company that he may for<sup>m</sup> incorporate. The trust shall be entitled only to a sum of Rs.7,20,000/- (Rupees Seven lakhs twenty thousand only) which should be deemed to have been paid and extended as loan carrying 18% interest per annum.

The trust agreed to the proposal subject to

- a) The trust if it so desires are entitle to purchase the constructed premises to the extent of amount outstanding on otherwise mutually agreed area - at the rate of Rs.225 sft for basement and first floor. Rs.400 per sft for ground floor and Rs.200/- for the typical floor.

In persuance of the agreement the said sum of Rs.1,00,000/- is paid by the developer on behalf of the trust to the original owners.

In acceptance of the terms mentioned in this agreement the parties viz., the M.C.Modi Discretionary Trust represent by Satish Modi and B.V.Satya Sai Prasad have signed this presents this the 3rd day of April 1986.

*Satish modi*

Signed and sealed by with in name Shri Satish Modi

*B.V. Satya Sai Prasad*

Signed and sealed by with in name said Shri Satya Sai Prasad in this the day April '86 in presence of