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red. The Satish moder

1-7-592/10/A, Opp. Seganal Hospital. Benkie Kanai Photo Stodio, Bakaram, Manufactured, Hyd. Cell: 9347566701.

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L.No: 18-02-062 OF 2011

AGREEMENT

This Agreement is made and executed at Hyderabad on this the 8th day of June 2012 by and between

- 1. M/s. Alpine Estates, a registered partnership firm having its office at 5-4-187/3&4, II floor, Soham Mansion, M.G. Road, Secunderabad - 500 003, represented by its Managing Partner Shri. Mr. Soham Modi.
- M/s. Modi Properties & Investments Pvt. Ltd., having its office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003 represented by its Managing Director Mr. Soham Modi, S/o. Sri Satish Modi.
- M/s. Modi & Modi Constructions a registered partnership firm having its office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003 represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi.
- M/s. Mehta & Modi Homes, a registered partnership firm having its office at 5-4-187/3&4, II Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003 represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi.
- **M/s. Modi Ventures**, a registered partnership firm having its office at 5-4-187/3&4, II Floor, M. G. Road, Secunderabad 500 003, represented by its Managing Partner, Mr. Soham Modi, S/o. Sri Satish Modi.

Hereinafter after collectively referred to as 'First Party and severally as First Party No. 1, First Party No. 2 and so on, which term shall mean and include its successors in office, administrators, executors, nominees, assignees, etc)

Harbou J. M. Xlighur Jk

AND

1. Mrs. Harsha Kanaiya, W/o. Late Mr. Jagdish Kanaiya, R/o H-503, May Flower Park, Mallapur, Hyderabad.

2. Ms. Nupur Jagdish Kanaiya D/o. Late Mr. Jagdish Kanaiya, R/o H-503, May Flower Park,

Mallapur, Hyderabad.

3. Mr. Aman Jagdish Kanaiya S/o. Late Mr. Jagdish Kanaiya, R/o H-503, May Flower Park, Mallapur, Hyderabad.

(Hereinafter after collectively referred to as 'Second Party which term shall mean and include unless it is repugnant to the context their respective heirs legal, representatives, administrators, executors, successor in interest, nominees, assignees, etc.)

WHEREAS:

- A. Where as Late Mr. Jagdish Kanaiya, S/o. late Mr. Dharamsi Kanaiya, R/o H-503, May Flower Park, Mallapur, Hyderabad was working for the First Party No. 1 herein, as its General Manager Sales, from 2007 to 2011. First Party No. 1 is an Associate/ Subsidiary Firm of the First Party No 2 herein. Late Mr. Jagdish Kanaiya has rendered his services to the First Party and its associated firms and companies since 2000.
- B. Late Mr. Jagdish Kanaiya met an untimely death on 27.03.2012. He is survived by his wife, son and daughter who are the Second Party herein.
- C. Late Mr. Jagdish Kanaiya's services were highly appreciated by the First Party and its associated companies. The First Party out of gratitude for services rendered by him has agreed to compensate his family members as given under.
- D. The Second Party has agreed to receive the compensation mentioned herein as full and final settlement of all dues.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:-

- 1. First Party No. 1 has lent an amount of Rs. 2,86,662/- to Mr. Jagdish Kanaiya towards his medical treatment from Oct 11 to Mar 12. A further amount of Rs. 31,800/-, Rs.10,000/- & Rs.1,000/- are reflected as debit balance in the name of Late Mr. Jagdish Kanaiya in the books of First Party No. 1, 3 & 5 respectively. The above amounts shall be adjusted towards compensation and / or written off as not recoverable debts.
- An additional amount of Rs. 1,00,000/- each shall be paid to Second Party No. 1, 2 & 3 equally by First Party No. 3, 4 & 5 after deducting TDS towards full and final settlement of compensation payable to Late Mr. Jagdish Kanaiya. The details of the payments being made on this date are as follows:-

Harroba. J.K. Klypur. J.K. Amon J.K.

Sl. No.		То	Amount Rs.	Cheque No.	Cheque Date	Drawn on
1.	Modi & Modi Constructions	Harsha Kanaiya		675345	01-06-2012	HDFC Bank
2.	Modi & Modi Constructions	Aman Jagdish Kanaiya	30,000/-	675346	01-06-2012	HDFC Bank
3.	Modi & Modi Constructions	Nupur Jagdish Kanaiya	30,000/-	675347	01-06-2012	HDFC Bank
4.	Mehta & Modi Homes	Nupur Jagdish Kanaiya	30,000/-	553591	02-06-2012	HDFC Bank
5.	Mehta & Modi Homes	Aman Jagdish Kanaiya	30,000/-	553592	02-06-2012	HDFC Bank
6.	Mehta & Modi Homes	Harsha Kanaiya	30,000/-	553593	02-06-2012	HDFC Bank
_	Modi Ventures	Aman Jagdish Kanaiya	30,000/-	685738	01-06-2012	HDFC Bank
7.	Modi Ventures	Harsha Kanaiya	30,000/-	685739	01-06-2012	HDFC Bank
8.	Modi Ventures	Nupur Jagdish Kanaiya	30,000/-		01-06-2012	HDFC Bank

- 4. The Second Party herein acknowledges the receipt of the above mentioned amounts towards full and final settlement.
- 5. The Second Party confirms that the above lumpsum settlement includes all kinds of claims like gratuity, bonus, salary, incentives, dues towards statutory liabilities, etc.
- 6. The Second Party confirms that they have no other claims of whatsoever nature against the First Party and / or its Subsidiaries / Associate firms or companies, employees of the First Party, its directors / partners and the like.

IN WITNESS WHEREOF this agreement is signed by the FIRST AND SECOND parties on this day, month and year first above mentioned with their own free will, consent and good conscience, without any coercion, fraud undue influence, misrepresentation and duress etc., after having fully understood the contents of the same in presence of the below mentioned witnesses.

Witnesses:

1. D.K. Hemend la A-405, May Flown Park Mallapin - Hyd-76

2. G. JAI KUMAR
12-10-590/10/7
ROad NO.Y
Warabi guda
Sec-bad-61.

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First Party

1. For Mrs. Alpine Estates

2. For M/s. Modi Properties & Investments Pvt. Ltd.,

3. For M/s. Modi & Modi Constructions

4. For M/s. Mehra & Modi Homes

5. For M/s. Modi Ventures

Second Pari

1. Mrs. Harsha Kanaiya Jaslen J. 12

2. Ms. Nupur Jagdish Kanaiya Xufur Jh

3. Mr. Aman Jagdish Kanaiya