

A) 623

(128) (T)



18 MAY 1991.

18 MAY 1991

# SALE DEED

(V. LAKSHMAIAH)  
 Sub-Registrar  
 Ex-Officio Stamp Vendor  
 G.S.O., Hyderabad.

This Deed of Sale made and executed this the 15<sup>th</sup> day of 8 MAY 1991  
 By June 1991

1. Shri Pingle Jagadish Reddy, S/o Late Sri Pingle Madhusudan Reddy, aged about 49 years, residing at Begumpet, Hyderabad;
2. Shri Pingle Prithvi Reddy, S/o Late Sri Pingle Madhusudan Reddy, aged about 47 years, residing at Begumpet, Hyderabad represented by his brother and General Power of Attorney Shri Pingle Jagadish Reddy (Party No. 1 mentioned above);
3. Shri Pingle Janardhan Reddy, S/o Late Sri Pingle Madhusudan Reddy, aged about 44 years, residing at Begumpet, Hyderabad, represented by his brother and General Power of Attorney Shri Pingle Jagadish Reddy (Party No. 1 mentioned above); and
4. Smt. Pingle Kamala Reddy, W/o Late Sri Pingle Madhusudan Reddy, aged about 70 years, residing at Begumpet, Hyderabad, represented by her son and General Power of Attorney Shri Pingle Jagadish Reddy (Party No. 1 mentioned above);

Hereinafter called the 'Vendors' which expression shall unless the context otherwise required mean and include their Executors, Administrators and assigns of the First Part;

### IN FAVOUR OF

Sri Suresh Chandra P. Bhatt  
 S/o Popatlal H. Bhatt  
 36/A Gandhi Nagar  
S E C U N D E R A B A D .

Hereinafter called the 'Vendee' which expression shall unless the context otherwise required mean and include his/her/their Heirs, Executors, Administrators and Assigns of the Second Part.

WHEREAS Sri Pingle Madhusudan Reddy created a family trust for the benefit of himself and his three sons, i.e., Sri Pingle Jagadish Reddy, Sri Pingle Prithvi Reddy and Sri Pingle Janardhan Reddy.

*(Signature)*  
 P. JAGADISH REDDY

AND WHEREAS Sri Pingle Madhusudan Reddy purchased with the funds of the said Trust the land in S. No. 192 in Khairatabad Village, Hyderabad, from Sri Pingle Venkatarama Reddy, through Sale Deed No. 2507 of 1964.

AND WHEREAS the said Sri Pingle Madhusudan Reddy also purchased with the funds of the said Trust land in S. No. 193 Khairatabad Village, Hyderabad, from Ghulam Ghousuddin through Sale Deed No. 2180 of 1965, in the joint names of Sri Pingle Madhusudan Reddy, Sri Pingle Jagadish Reddy and Sri Pingle Prithvi Reddy and Sri Pingle Janardhan Reddy (who are the beneficiaries of the Trust).

AND WHEREAS the total area of the above said two lands S. Nos. 192 and 193 of Khairatabad Village, Hyderabad is about 14.164 Sq. Mtrs. (Fourteen thousand one hundred and sixty-four Square Meters only) in all.

AND WHEREAS on the application in Form No. 5 U/s, 21 of the Urban Land Ceiling Act, the Urban Land Ceiling Authorities gave permission by their Order No. C1/13/79 dated 4-12-1979, Memo No. 2216/UC. 1/84-11 Dated 30-9-1986. U/s 21 of the Urban Land Ceiling Act, 1976, for the construction and sale of dwelling units for the weaker sections of society on the above said land.

WHEREAS late Sri Pingle Madhusudan Reddy entered into an agreement dated 3rd April, 1985 with M/s. Engineers & Bravados, Hyderabad (hereinafter referred to as the 'Builders's) both for construction of the dwelling units and for procuring prospective purchasers on term and conditions detailed in the said Agreement, the said Act and the said Order.

WHEREAS the necessary sanction from the Municipal Corporation of Hyderabad vide Permit Nos. 6/9 dated 21-7-1983, 141/73 and 141/84 for construction of multistoreyed building known as 'SHANTIBAGH APARTMENTS', consisting of individual houses, flats/garages was also obtained.

WHEREAS in pursuance of the said agreement and in accordance with the terms and conditions of the Order of the Competent Authority, Urban Land Ceiling and Municipal approved plans, the Builders, viz., M/s. Engineers & Bravados took up construction of the dwelling units in the premises named 'SHANTIBAGH APARTMENTS'.

WHEREAS Sri Pingle Madhusudan Reddy expired on 8th June, 1986 and the Vendors herein, his three sons, i.e., Sri Pingle Jagadish Reddy, Sri Pingle Prithvi Reddy, Sri Pingle Janardhan Reddy and Smt. Pingle Kamala Reddy wife of late Sri Pingle Madhusudan Reddy, are the legal heirs of late Sri Pingle Madhusudan Reddy and whereas the said agreement with M/s. Engineers & Bravados has been ratified by the above said legal heirs.

AND WHEREAS the above said legal heirs and the beneficiaries of the family Trust have distributed the properties of the Family Trust among themselves and made a Declaration on 9th February, 1987 clearly stating that all the Sale Deeds of the dwelling units constructed on the above said land shall be executed and signed by all the legal heirs and the beneficiaries who are Vendors herein.

WHEREAS the Vendors of the First Part offered to sell flats on ground floor and on various upper floors to different purchasers procured by the Builders in accordance with the said agreement and to convey unto the purchasers the respective flat and undivided interest in the said land with proprietary rights such as the Vendors derived from the title of the said



P. JAGADISH REDDY

piece or parcel of land and entire proprietary rights in each flat constructed by the Builders on various floors in the said building to each separate purchaser.

WHEREAS the Vendors have agreed to sell and transfer to the Vendee proportionate undivided share of interest in the said piece or parcel of land and entire proprietary rights in Flat bearing No. 623 in the 6th floor of A Block hereinafter referred to as 'the Flat' more fully described in the Schedule herein and hatched in 'RED' in the sketch annexed.

WHEREAS the Vendee agreed to purchase the said Flat No. 623 for a total consideration of Rs. 84,000 (Rupees Eighty four thousands only) which sum comprises of Rs. 474 (Rupees Four hundred seventy four only) towards proportionate undivided share of interest in the said piece or parcel of land payable to the Vendors and Owners of the land and the balance of Rs. 83,526 (Rupees Eighty three thousand five hundred twenty six only) payable to the Builders towards their construction and other costs and profits.

NOW THIS INDENTURE WITNESSETH that out of the total sale consideration of the said sum of Rs. 84,000 (Rupees Eighty four thousand only) well and truly paid by the Vendee to the said Builders, a sum of Rs. 474 (Rupees Four hundred Seventy four only) is received by the Vendors and Owners of the land towards the proportionate undivided share of interest in land and the balance of Rs. 83,526 (Rupees Eighty three thousand five hundred twenty six only) is received by the Builders for construction and other costs and profits.

The Vendee paid these amounts directly to the said Builders as mentioned above as per the said agreement and obtained receipts from the said Builders, which the Vendors admit and accept being the sale consideration paid in full, and that there is no balance payable. The Vendors hereby sell convey and transfer the undivided share of interest in the said piece or parcel of the land and the Flat Bearing No. 623 in the 6th floor, Block A of the said Complex, which is more fully described at the foot of this indenture and as delineated and shown hatched in 'RED' in the plan annexed hereto, together with all its ways, drains, lights, rights and liberties with all its furnishings and fittings to have and to hold the same to and unto the Vendee with full and absolute rights and forever.

The Builders have this day delivered vacant possession of the said Flat to the Vendee and the Vendors hereby declare that the Vendee shall have all the rights and the title as the owner and possessor of the schedule property hereby sold and as full and absolute owner thereof.

The Vendors hereby declare that the Vendee shall have the full authority and actual possession of the schedule property as shown in the plan attached hereto and shall have the rights to enjoy all the rights and easements attached or reputed to be attached there to as owner and the Vendee hereby expressly agrees that he/she/they is/are liable for payment of all the Municipal Taxes, Income Tax and Wealth Tax and water and electricity consumption charges in respect of the schedule property from this date.

  
P. JAGADISH REDDY

That all the necessary papers such as order of the Competent Authority, Urban Land Ceiling, the sanctioned plan and copies of the title deeds are seen and approved by the Vendee.

As the title deeds of the Vendors are for the entire estate, including the schedule property, it is not possible for the Vendors to deliver the same to the Vendee, but the Vendors hereby declare that they shall cause production of the same at all reasonable times, whenever needed by the Vendee, but at the cost and expense of the Vendee.

That the Vendors hereby declare that there were no taxes or rates of any kind due as on date. In case any dues of property tax and income tax or any other tax or electricity and water consumption charges are found due in respect of the period prior to this date, the same shall be paid by the Builders. The Vendee shall, however, be responsible to pay all the aforementioned taxes and rates and such other taxes and amounts payable in respect of the said flat from time to time from this date.

That the Vendors hereby expressly agree to execute and sign all the deeds, documents and applications as may be necessary for effecting mutation and assessment in the Municipal or Government record in respect of the said flat at the cost of the Vendee.

That the Vendee shall have no claims save except in respect of the particular flat hereby acquired, i.e. all open spaces, lobbies will remain to be common property of not only the Vendee but also the other flat owners. The Vendee shall enjoy the same in common with other flat owners. It is expressly agreed that the Vendors shall, however continue to be exclusive owners of the said terrace. They shall be entitled to make all further constructions over the terrace for making other constructions in the shape of flats or otherwise. The Vendee shall not be entitled to raise any objections of whatsoever nature for such constructions or shall not set-up any claim or right over the terrace.

That the Vendors shall, as aforesaid, have a right to raise additional floors as may be permitted by Municipal and other Competent Authorities. Such additions, structures and floors will be the sole property of the Vendors who will be entitled to dispose them of in any way they choose and the Vendee hereby consents to the same. The open as well as the covered terrace of the building including parapet wall shall always be the property of the Vendors and the agreement with the Vendee and all other co-vendees of the flats in the said building shall be subject to the aforesaid rights of the Vendors who will be entitled to the said terrace including the display of advertisement and sign-boards and the Vendee shall not be entitled to raise any objection or any abatement in the price of the tenement agreed to be acquired by him/her/them or any compensation or damage on the ground of inconvenience or any other ground whatsoever.

That so long as each flat in the said building shall not be separately assessed for the Municipal charges and water rates. The Vendee shall pay a proportionate share of the Municipal tax and water tax assessed on the whole building and such proportion to be on the basis of each flat in the said building on equal share.

That the Vendee shall maintain at his/her/their own cost, the flat hereby sold to him/her/ them in the same good condition, state and order in which it is delivered to him/her/ them and shall abide by all the bye-laws, rules and regulations of the Government, Hyderabad Municipal Corporation or any other authorities and Local Bodies and shall attend, and answer and be responsible for all actions, if any, of the conditions or rules or bye-laws.

The Vendee further covenants with the Vendors and through them with all other purchasers of flats in the said building that he / she / they shall not demolish or cause to be

  
P. JAGADISH REDDY

demolished any part of the said building or any other part thereof or portion of the same nor will he/she/they at any time make or cause to make any new constructions whatsoever nature in the said building or any part thereof nor will he / she / they make any unauthorised additions or alterations in the said flat.

That the Vendee shall not store in the said flat, floor area or parking place any goods hazardous or combustible in nature or that which are too heavy to effect the construction of the structure of the building.

The Vendee shall not use the flat or permit the same to be used for any purpose whatsoever other than as a private dwelling house or any purpose which may or is likely to cause nuisance or annoyance to the occupiers of the other flats in the building, or to the owners or occupier of the neighbouring properties for any illegal or immoral purpose.

The Vendee further covenants with the Vendors and through them with all other purchasers of flats, in various floors in the said building that the Vendee has undertaken to become a members of the Shantibagh Residential Flat Owners Association registered under Societies Registration Act, formed with the owners of tenements and premises of the said building and shall abide by rules and bye-laws of the said Society formed to administer and supervise the common service and amenities like lifts, corridors, passages, staircases, roads, drainages, electric supply, water supply, water connections, tanks, pumps, motors, gutters and other common amenities, salaries of employees, such as Bill Collector, Chowkidars, Sweepers, Gardeners and all expenses incidental to the management and maintenance of the said building.

The said building shall always be known as "SHANTIBAGH APARTMENTS".

That the Vendee shall be entitled to water from the overhead tank on payment of pro-rata consumption charges to the said Society. The Vendee alongwith the other co-Vendees or Co-owners of the other flats shall have the free uninterrupted right to use the approach pathway to the multi-storeyed building along with the right to use the staircase, lifts, etc. in the building on payment of the proportionate charges to the said Society.

The Vendors hereby agree and covenant with the Vendee and the successor-in-interest of the Vendee in the Schedule property--

That the Vendors are the absolute owners of the schedule property and are fully competent to transfer the same and no other person has any right to object or prevent the same.

That the schedule property is not subject to any charges, mortgage or any other encumbrances of any nature in favour of any one nor is the subject matter of any court proceedings or of any prior agreement or sale with any person.

That the Vendors shall only indemnify the Vendee against all losses, monies and expenses which the latter may sustain due to any defect in the title of the Vendors to the schedule property or any part thereof. However, it is agreed between the Vendors and the Vendee that M/s. ENGINEERS & BRAVADOS who did the construction work shall be responsible for the development work, technical aspects and soundness of constructions.

  
P. JAGADISH REDDY


SCHEDULE OF PROPERTY HEREBY SOLD

ALL THAT undivided Share of land to the extent of 28.35 Sq. yds and Residential Flat bearing No. 623 in Block A having an area of 396 Sq. ft. (equivalent to 36.75 Sq. Mts.) forming part of SHANTIBAGH APARTMENTS bearing Municipal No. 7-1-2 situated at Begumpet, Hyderabad, and bounded on the :

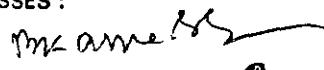
NORTH : Flat No. 622  
SOUTH : Flat No. 624  
EAST : Open Place  
WEST : Common Passage


IN WITNESS WHEREOF the Vendors have signed this Deed of Sale on the day, month and year first abovementioned.

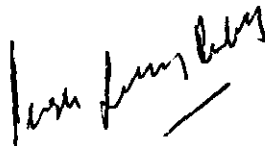
  
P. JAGADISH REDDY

  
P. JAGADISH REDDY  
Power of Attorney Holder  
For  
Sri P. Prithvi Reddy  
Sri P. Janardhan Reddy  
Smt. P. Kamala Reddy

WITNESSES :

-   
1. **B. Kameswara Rao**  
Managing Partner,  
Engineers & Bravados,  
5-8-352, Chiragali Lane,  
HYDERABAD.
- 2.

  
**B. Jagadish Babu**  
S o. LATE B. V. RAO  
Progressive Constructions Pvt Ltd,  
5-8-352, CHIRAGALI LANE,  
HYDERABAD.



# ANNEXURE I A

- (a) House No. Flat no. 623 6th floor 1st block Chaitanya Apartment  
Regumet Hyderabad
- (b) Age of the Building 4 Years
- (c) Plainth area of each floor 396 Sq. Feet
- (d) Nature of Roof RC
- (e) Amenities like Electricity, WATER Well and Drainage NIL
- (f) Length of compound wall or fencing with wire NIL
- (g) Total Site undivided share Sq. Yards or Sq. Mts. 28.35 sq. yds
- (h) Annual Rental Value RS 4500/-
- (i) Partys own estimated Value RS 8000/-
- (j) Department Value -----

## Certificate

I do hereby declare what is stated above and is true to the best of my knowledge.

Place

Hyderabad

Dated

15-6-91

VENDOR

VENDEE

SCP. Bratt

# SHANTI BAGH APARTMENTS

BEGUMPET, HYDERABAD.

S. NO: 192 & 193, M.C.H. NO. T-2, BLOCK: A; FLOOR: SIXTH

FLAT NO: 623

FLAT AREA: 396 S.FT. OR 36.75 SQ. MTS.

SCALE: 1" = 8'-0"

VENDOR: SRI. P. JAGADISH REDDY

SRI. P. PRITHVI REDDY

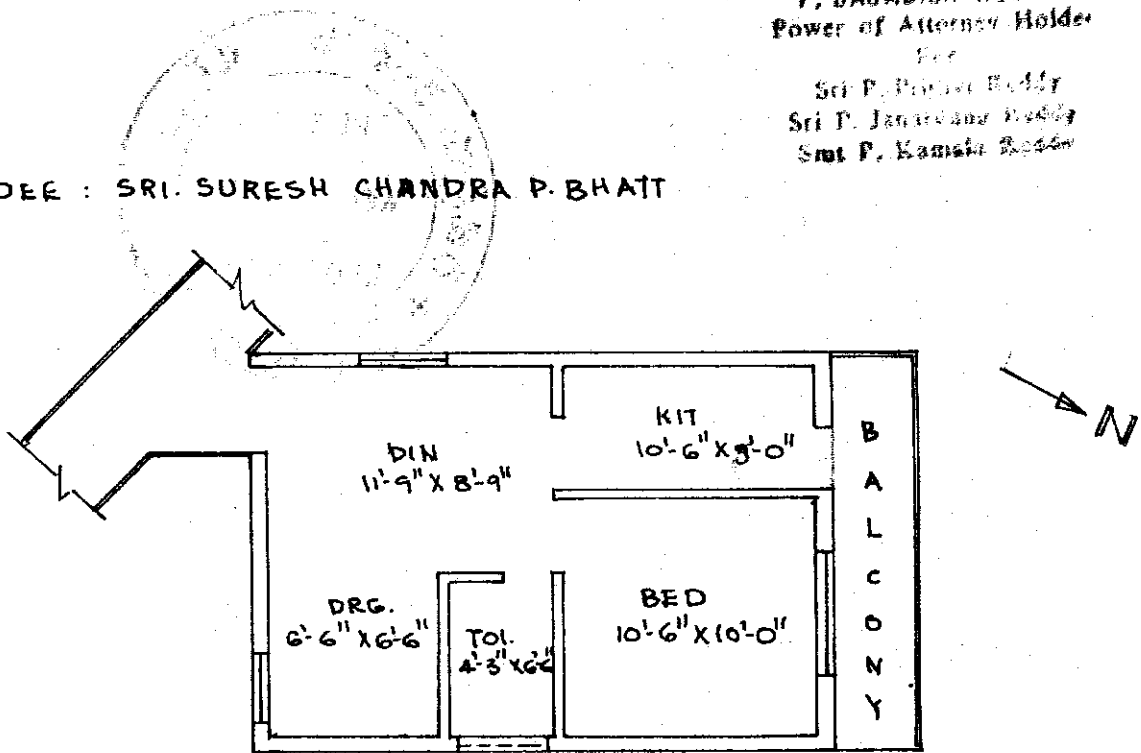
SRI. P. JANARDHAN REDDY

SMT. P. KAMALA REDDY

*P. Jagadish Reddy*  
P. Jagadish Reddy  
S/o. Late P. M. Reddy  
R.O. BEGUMPET,  
HYDERABAD - 500016

*P. Jagadish Reddy*  
P. JAGADISH REDDY  
Power of Attorney Holder  
For  
Sri P. Prithvi Reddy  
Sri P. Janardhan Reddy  
Smt P. Kamala Reddy

VENDEE: SRI. SURESH CHANDRA P. BHATT



WITNESSES:

*B. Kameswara Rao*  
B. Kameswara Rao  
Managing Partner,  
Engineers & Architects,  
5-8-332, Chiragali Lane,  
HYDERABAD

*B. Jagadish Babu*  
B. Jagadish Babu  
S/o. LATE B. V. RAO  
Progressive Construction Pvt. Ltd.  
5-8-332, CHIRAGALI LANE,  
HYDERABAD.



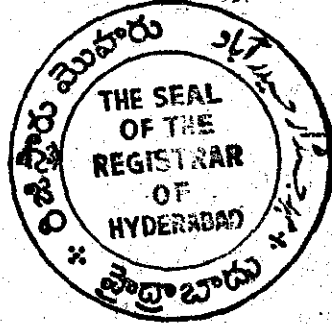


1వ పుస్తకము 199 | వ సంపుట దస్తావేజు నం. 1178

మొత్తము కాగితముల సంఖ్య 9

ఈ కాగితముల వరుస 7

కాయింట్ నక్ రిజిస్ట్రారు



1వ ఖండము (1919) వ సంపుట దస్తావేజు నం. 1172  
మొత్తము కాగితముల సంఖ్య.....  
ఈ కాగితముల వరుస.....6

బాయింట్ సర్ తిశ్తార్యులు.

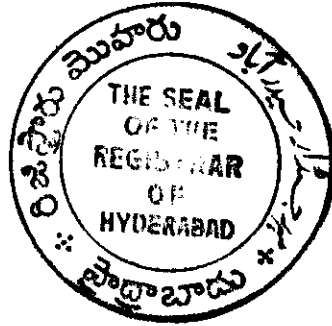


1వ పుస్తకము 199/ వ సంపు దస్తావేజు నం. 11.78

మొత్తము కాగితముల సంఖ్య.....

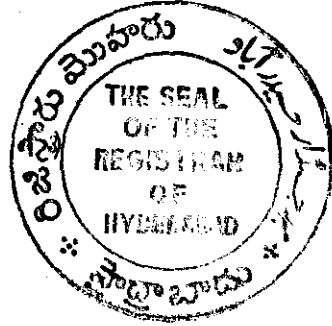
ఈ కాగితముల వరుస.....

బాయింట్ సబ్ రిజిస్ట్రారు.



1వ పుస్తకము 199 / వ సంపుట దస్తావేజు నం. 1178  
మొత్తము కాగితముల సంఖ్య 2  
ఈ కాగితముల వరుస 4

కాయాల్ పత్ శిక్షారు.]



శేవ పుస్తకం నంబర్ / వ సంఖ్య దస్తావేజు నంబర్ 1178  
మొత్తము దాఖలముల సంఖ్య  
ఈ కాగితముల వయస్సు 3

కార్యం నడపబడినది.



1వ ప్రకటనము 199 | వ సం॥ పు దస్తావేజు నం॥ 1178.....

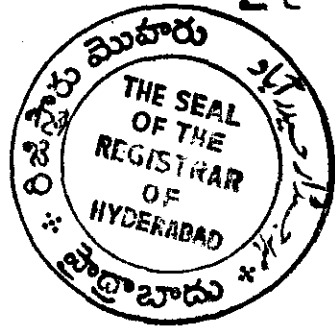
మొత్తము కాగితముల సంఖ్య..... 2

ఈ కాగితముల వరుస..... 2

కాయంట్ నట్ రిజిస్ట్రారు-  
హైద్రాబాద్.

1వ ప్రకటనము 1790 వాల్యం 62 సం॥  
పుటలో 199 | వ సం॥ 1913కా.శ.  
నంబరంగా రిజిస్టరు చేయబడినది  
1991 వ సం॥ జూలై నెల 17 వ తేది  
1913కా.శ. జ్యూలై మాసం 27 వ తేది

కాయంట్ నట్ రిజిస్ట్రారు-  
హైద్రాబాద్.



1వ పుస్తకము 199 | వ నం|| 20-9 | వ తేదీ 15-11-28  
 మొత్తము కారితముల సంఖ్య..... 2 .....  
 ఈ కారితముల వరుస..... 1 .....

జాయింట్ సబ్ రిజిస్ట్రారు



199 | వ నం|| 20-9 | వ తేదీ 15  
 1913 క.క. చట్ట మానం 25 వ తేదీ  
 వ గలు..... గంటల మద్య ప్రాధికార  
 రిజిస్ట్రారు కార్యాలయములో దాఖలు చేసి ఈ సుము  
 ఈ..... చెల్లించినది.

*P. Jagadish Reddy*  
 P. Jagadish Reddy  
 S/o Late P. M Reddy  
 R o. BEGUMPET.  
 HYDERABAD - 500 016

వారసీయిచ్చినట్లు క్షిప్రకాశనం

*P. Jagadish Reddy*  
 P. JAGADISH REDDY  
 Power of Attorney Holder  
 For  
 Sri P. Prithvi Reddy  
 Sri P. Janardana Reddy  
 Smt P. Kamala Reddy

నిరూపించినది  
 (2)

*B. Kameswara Rao*  
 B. Kameswara Rao  
 Managing Partner,  
 Engineers & Bravados,  
 5-8-352, Chiragali Lane,  
 HYDERABAD.

*B. Jagadish Babu*  
 B. Jagadish Babu  
 S/o. LATE B. V. RAO  
 Progressive Constructions Pvt Ltd.,  
 8-8-352, CHIRAGALI LANE,  
 HYDERABAD.

199 | వ నం|| 20-9 | వ తేదీ 15  
 1913 క.క. చట్ట మానం 25 వ తేదీ  
 జాయింట్ సబ్ రిజిస్ట్రారు.]