

10 2910 Date 27/7/1998 Rs. 25,000/or whom Sher. Makest. Ic. Desai Huff Sh. Kambilel M. Ravinder Sub-Registrer

00DD 479883

Ex-Officio Stamp Vendor S. R. O. Secunderabad.

### SALE DEED

This Sale Deed is made and executed on this the 28th day of July 1998 by

M/s. S. M. Modi Commercial Complex, a Proprietary Concern, represented by its Proprietor Shri Satish Modi, son of late Shyi Manilal C Modi, Hindu, aged 53 years, residing at Plot No.1025, Road No.45, Jubilee Hills, Hyderabad hereinafter called the VENDOR (which expression unless repugnant or inconsistent with the subject or context shall mean and include not only the said VENDOR but also his legal heirs, executors, nominees, administrators, representatives and assigns) of the ONE PART.

### IN FAVOUR OF

Shri Mahesh K. Desai HUF represented by its Karta Shri Mahesh K. Desai S/o. Shri-Kantilal Desai, having its office at 4-3-Hill Street, Ranigunj, Secunderabad - 500 hereinafter called the PURCHASER (which expression unless repugnant or inconsistent with the subject or context shall mean and include not only the said PURCHASER but also his legal heirs, executors, nominees, administrators or assigns, successors in office) of the OTHER PART.

CIVIL SUPGEON

Whereas Shri Praveen Modi, son of late Shri Manilal C. Modi was the sole, absolute and exclusive owner of land admeasuring 1980 sq. yards forming part of the land known as "KARBALA MAIDAN", by virtue of registered deed of sale dated 28th May, 1965 registered as document No. 1686, Book I, Volume 129, Pages 55 to 60 before the Joint Sub-Registrar, Hyderabad.

Whereas subsequent to purchase of the said property Shri Praveen Modi entered into a Partnership with Shri Satish Modi under deed of partnership dated 27/03/1980 under the name and style of M/s. S. M. MODI COMMERCIAL COMPLEX, the VENDOR herein for the purpose of construction and sale of commercial buildings, offices, shops, etc. on a portion of the land admeasuring approx. 1000 sq. yards out of the said 1980 sq. yards.

Whereas under the terms of the Deed of Partnership, a multistoreyed commercial complex known as S. M. MODI COMMERCIAL COMPLEX with municipal No. 5-4-187/5, situated at Karbala Maidan, Continental Road (Neckles Road), Secunderabad is constructed.

Whereas on 31/12/1983 the partnership firm was dissolved and Shri Satish Modi become the sole proprietor of M/s. S. M. MODI COMMERCIAL COMPLEX and has thus become absolute owner, inter-alia of the premises bearing municipal No.5-4-187/5/18 on the second floor of the Complex admeasuring about 2000 sft (super-built-up area).

Whereas the VENDOR herein offered to sell and the PURCHASER agreed to purchase a portion of the second floor of the building known as S. M. Modi Commercial Complex, admeasuring about 1,000 sft (super-built-up area), forming part of a larger portion admeasuring 2,000 sft (super-built-up area), on the second floor, bearing municipal. No. 5-4-187/5/18 situated at Karbala Maidan, Continental Road (Neckles Road), Secunderabad, along with an undivided share of land admeasuring 31.65 sq. yards and one-eighth undivided share of the lift in the said Complex which is more fully described in the Schedule hereunder and in the plan annexed herewith, and hereinafter called the Scheduled Property for a total consideration of Rs. 4,75,000/- (Rupees Four Lakhs and Seventy Five Thousand only).

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#### NOW THIS INDENTURE WITNESSETH :

- 1. That in pursuance of the above agreement the VENDOR has agreed to sell and the PURCHISER has agreed to purchase the SCHEDULE PROPERTY free from all encumbrances for total consideration of Rs. 4, 5,000/- (Rupees Four Lakhs and Seventy Five Thousand only) having been paid to the VENDOR by the PURCHASER the eccipt whereof is admitted and acknowledged by the VENDOR, the VENDOR doth hereby sell, grant, convey, trans er and assign unto the PURCHASER all that piece and piecel of SCHEDULE PROPERTY, particularly described in shedule hereunder and for greater clearness delineated in the plan annexed hereto together with all rights, title, easements and all other rights in anywise appertaining thereto to hold and to the use of the PURCHASER absolutel.
- 2. The VENDOR hereby declares, covenants and agrees with the PURCHASER that he is the sole, absolute and exclusive owner of the said property hereby sold and conveyed, more fully described at the foot of this indenture and as delineated, in the Plan annexed hereto and hatched Red and the VENDOR has good and perfect right, title and authority to convey, the same to the PURCHASER.
- 3. The **PURCHASER** hereafter shall hold, use and enjoy the said, property as his own property without any let or hindrance, interruption, claim or demand by or from the **VENDOR** or any other person whomsoever.
- 4. The VENDOR hereby declares, covenants and agrees with the PURCHASER that he shall and execute all such acts, deeds and things as may be necessary to more effectually assure the PURCHASER with respect to the title and assist in getting mutation effected in the Municipal or Government authorities at the expense of PURCHASER.
- 5. The VENDOR hereby agrees and undertakes to indemnify and keep indemnified the PURCHASER against all loss that the PURCHASER shall be put to by reason of any defect in title to the property hereby conveyed or by reason of any claim being made by anybody whomsoever to the said premises.
- 6. The VENDOR hereby assures that the rates and taxes liveable on the said property have been paid and discharged upto, the date of sale deed and in the event of any encumbrance or charge is found to be due in respect of the said property, the same shall be payable by the VENDOR to the PURCHASER.

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- 7. The VENDOR herein has delivered to the PURCHASER, symbolic possession of the SCHEDULE PROPERTY. Hence forth, the VENDOR shall not have any right, title or interest in the Schedule Property which shall be enjoyed absolutely by the PURCHASER without any let or hindrance from the VENDOR of any one claiming through them.
- 8. That the VENDOR has exclusive right to make further construction i.e., upper floors on the SCHEDULE PROPERTY i.e., the terrace rights of the SCHEDULE PROPERTY vests with the VENDOR only.
- 9. The VENDOR has delivered all copies of title deeds, link documents, tax receipts, etc., to the PURCHASER.
- 10. The title to the SCHEDULE PROPERTY has been accepted by the VENDEE, who shall not raise any dispute thereto.

It has been mutually agreed that the PURCHASER shall abide by the following conditions:

- a) That the PURCHASER hereby undertakes and agrees that the said premises purchased by him being an office on the ownership basis and being a part of the said huge building, namely "S.M.MODI COMMERCIAL COMPLEX", the approach road, and parking space will remain common for enjoyment of all the Purchasers in the said building. Further the walls intervening between the two adjacent Purchasers, tenements shall also be common and enjoyed as such by the Purchasers of such adjacent tenements.
- b) That the PURCHASER hereby agrees that he will have absolutely no objection of whatsoever nature, regarding any construction on the upper storey, but will actively co-operate help in this regard. The inconvenience that may be caused during such construction and all the ancillary work pertaining to the same, agrees or men and material and scaffolding and other work will not be objected by the PURCHASER.
- c) That in case of letting out the said premises or any portion thereof, the PURCH SER should take care that no inconvenience is caused to other tenants. Further the PURCHASER will have no right to install such machinery which may create sound or which in any manner causes damages or injury to the building under any circumstances.

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- d) That the PURCHASER hereby agrees that the land on which the entire complex is constructed together with all its open land, courtyards, gardens and roads shall be in common enjoyment and joint properties of all persons have purchased the tenements in the entire The taxes of every "S.M.MODI COMMERCIAL COMPLEX". shared description · and will be every kind proportionately and promptly paid and all items of common enjoyment will be maintained and kept in good repairs by all the tenements owners and they shall share proportionately all the expenses thereof inclusive of salaries and other expenses etc., and emoluments of the personnel who will be appointed to keep the same in good shape. The aforesaid taxes are in addition to their own individual taxes of all and every description payable by them for their respective tenements.
- e) That it is agreed that the **PURCHASER** shall not use the premises hereby sold for any illegal and unlawful activities forbidden by existing laws and rules in force of the Government.

### SCHEDULE OF THE PROPERTY

A portion of the second floor, admeasuring about 1,000 sft of super-built-up area (about 85% built-up area + 15% common staircase & lift area), marked in red in the plan annexed hereto, forming part of a larger portion admeasuring 2,000 sft (super-built-up area), marked in blue in the plan annexed hereto, on the second floor of the building known as S. M. Modil Commercial Complex, bearing municipal. No. 5-4-187/5/18 situated at Karbala Maidan, Continental Road (Neckles Road) Secunderabad-500 003 along with an undivided share of land admeasuring 31.65 sq. yards and one-eighth undivided share of the lift in the said Complex as per the plan annexed hereto and bounded on the:

North By: Open Land belonging to Shree Gurudev Siddha Peeth

South By: Balance portion of the second floor.

East By : Neighbour's Building.

West By: Property belonging Shri. Jayantilal M. Kadakia's

Family

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In Witness whereof the said **VENDOR** M/s. S.M.MODI COMMERCIAL COMPLEX, represented by its proprietor Shri Satish Modi has hereto signed at Secunderabad on the day, month and the year first aforementioned.

#### WITNESSES:

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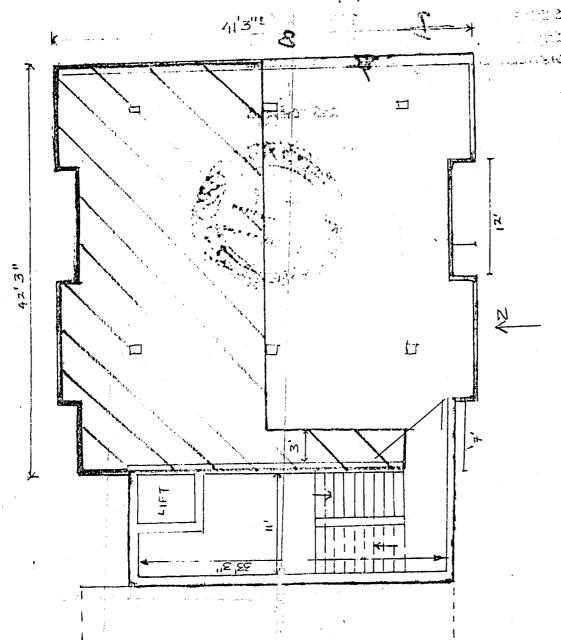
2. Hada

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PLAN FOR SALE DEED OF A PORTION IN THE BUILDING BEARING MCH NO.5-4-187/5/18 SITUATED AT KARBALA MAIDAN DECCAN CONTINENTAL ROAD (NECKLACE ROAD) SEC+BAD-L VENDUR: S M MODI COMMERCIAL COMPLEX. AREA: 1000 SFT ON II FLOOR.

PURCHASER: SHRI MAHESH K DESAI HUF

WREA: UNDIVIDED SHARE OF LAND 31.65 Sq. Yds.



BOUNDARIES:

NORTH BY: OPEN LAND BELONGING TO SHRE GURUDEV SIDDHA PEETH.

SOUTH BY: BALANCE PORTION OF THE II F JOOR.

WEST BY : PROPERTY BELONGING TO SHRI , AYANTILAL M

ADAIJAS FAMILY

EAST BY : NEIGHBOURS EUILDING

VENDOR:

## ANDEXURI: 1-X

R. C. C. Bridding bearing M. C. H. No. 5-4-187/5/18. Situated at Kn. Sala maidan. Continental Road). 1) Description of the Building: Neuklas Road Seindualad.

(a) Nature of Roof

R.C.C.

(b) Type of structure: Type 2/4/13 Floor Structure with Pillars and Columns.

Over Thors with Pillars a Columns Stauthere of walk

Structure of walls.

2) Age of the Building:

18 years

3) Total Extent of Site :

Transferable land Asia is 31.65 1g. Yok (undivided show)

4) Built up Area Particulars : . (with breakup floor wise)

> cellar parking area :-In the Ground Floor: In the 1st Floor In the "no Floor In the test from the

Toansfindle Asca is 1000 Sf7. m 11nd floor

5) Annual Rental Value:

15,000/- pa.

6) Municipal Taxos per Annum:

R. 7.0001- P.a.

Executant's estimate of the : MV of the Building:

Pr. 4,75,000/-

Signature of the Executant,

Date: 28.07.38

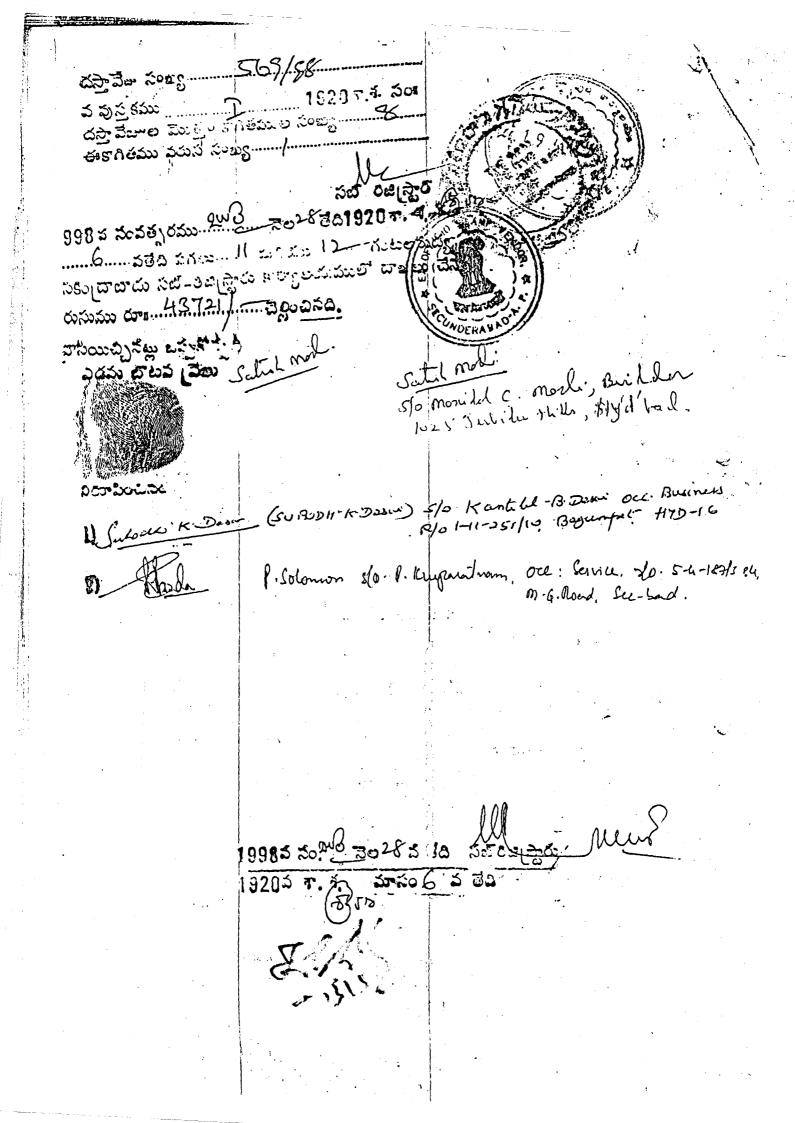
# Certificate

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

Signature of the Executant.

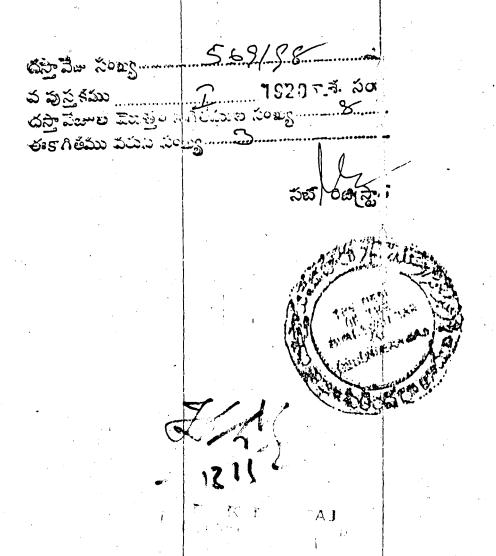
0010: 28.07.1998

Signature of claimant.

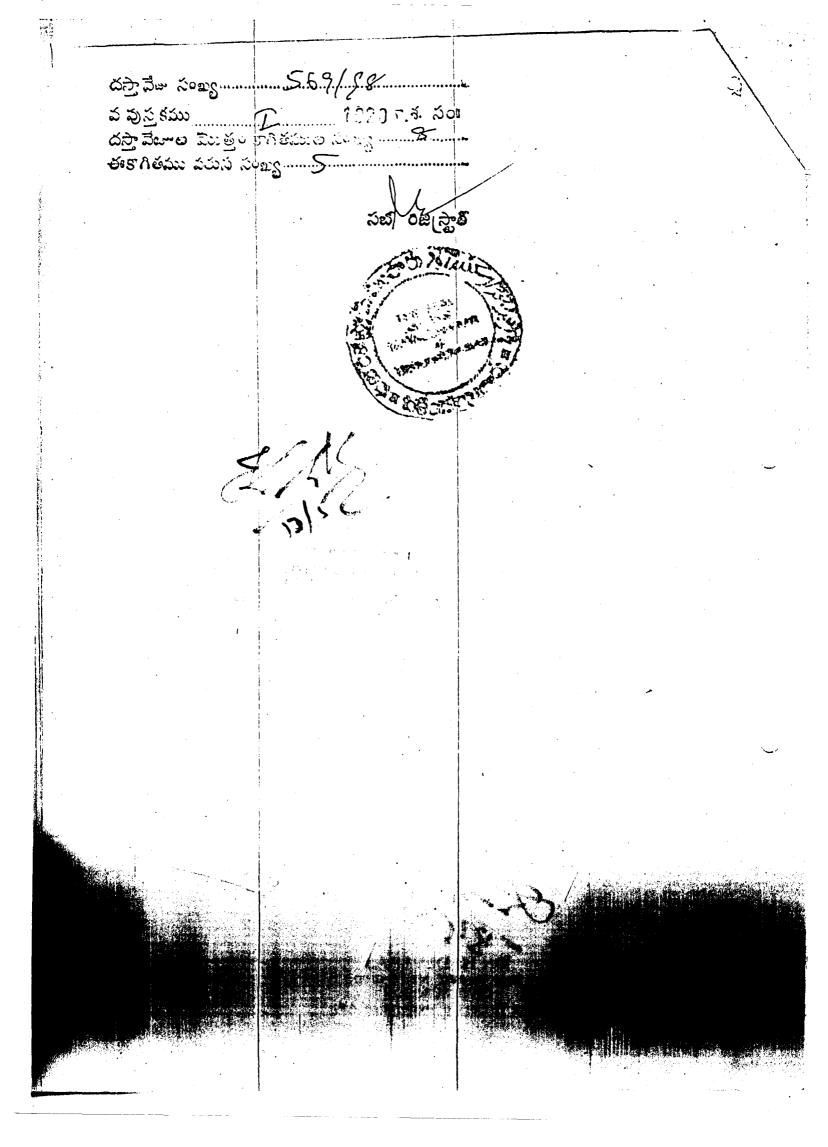


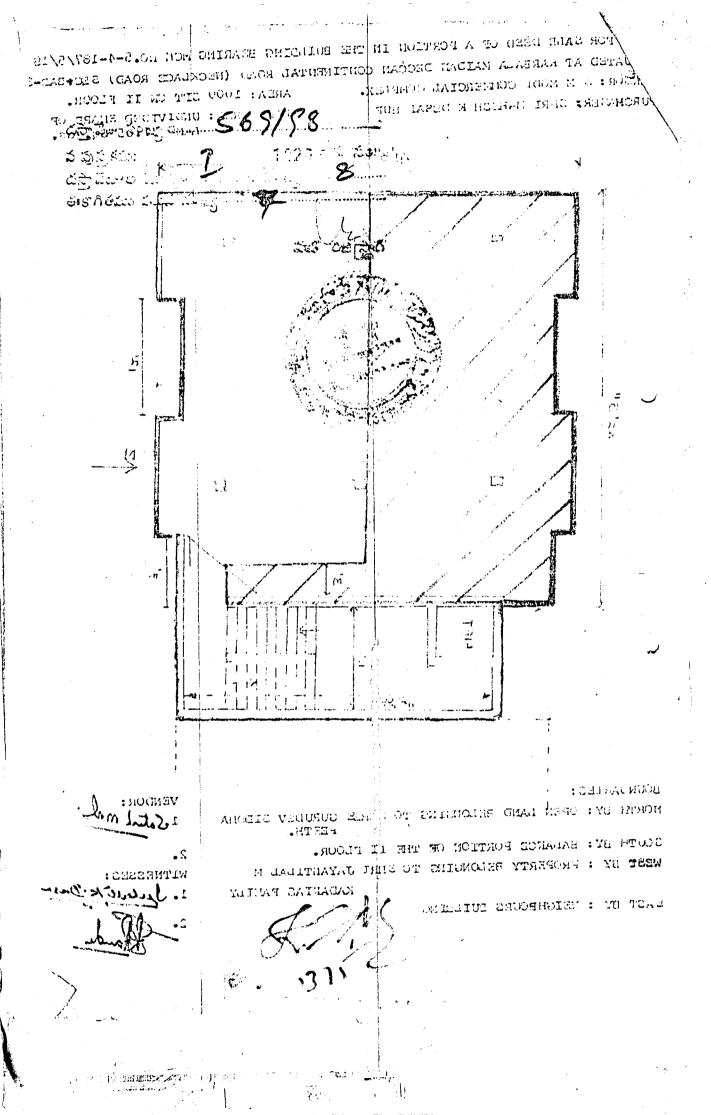
దస్తావేజుల మొక్క గాగ్గరముల సంఖ్య ....... ఈకగితము వరుస్త సంఖ్య ....... CERTE OF THE COB-REGISTRAN has been lavied in respect of this instrument from Sri Satish Modi on the basis of the agreed Market value consideration of K. J. O. O. Deing higher the consideration agreed Merket value. SECUNDERABAD. and Collector U/S 41 & 32 of Det 1 28 7 98 INDIAN STAMP AUT. 169!

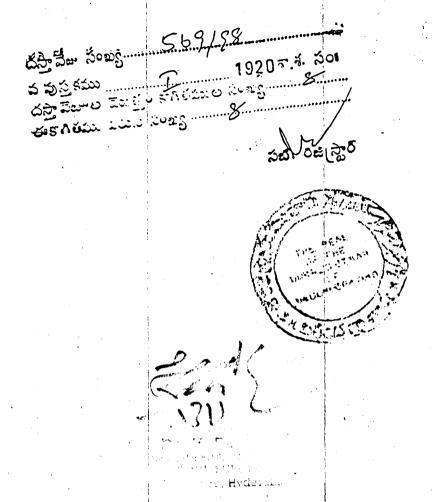
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