

2002-62 2 0/2 L. R. Shr Purchaser's Name

OTO. AD.E.E. (A.P.S.E.B.) SEC CAR.

SALE DEED

FICTORH ME VENJOR This Deed of Sale is made on this the 1st day of ECUNDERABAD. 8 SEP 1983 September 1983; by M/s. S.M. Modi Commercial Complex, a registered partnership firm, represented by its Managing Partner Shri Satish Modi, S/o. Shri Manilal Modi, Hindu, . aged 39 years, residing at 5-8-187/3&4, Karbala Maidan, Secunderabad, hereinafter called the 'Vendor' (which expression unless repugnant or inconsistant with the subject or context shall mean and includes not only the said vendor but also its all existing partners, also · partners who would join in future and also their legal heirs, executors, administrators, representatives and assigns) of the one part;

IN FAVOUR OF

M/s. Sandeep Agencies a registered partnership firm, having its registered office at 60, Sarang Street, Bombay, and other establishments at 5-2-177, Rashtrapathi Road, Secunderabad-500 003, hereinafter called the 'Vendee' (which expression unless repugnant or conistant with



Furchasor's Karry Sandlery Symmetry Bombay. L. No. 9/81.

the subject or context shall mean and include not only the said Vendee but also their legal heirs, executors, administrators and assigns) of the other part;

Whereas Shri Praveen Modi, S/o. Shri Manilal Modi, was the sole, absolute and exclusive owner of land admeasuring 1980 sq.yds. forming part of the land known as 'KARBALA MAIDAN' by virtue registered Deed of Sale dated 28th May, 1965, registered as Document No.1686 of 1965 of Book I, Vol.129 at 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 Sri Satish

Modi, under the name and style of M/s. S.M. MODI COMMERCIAL

COMPLEX, the Vendor herein for the purpose of construction

and sale of residential commercial building, flats, shops,

garages, etc.

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Whereas in terms of the Deed of partnership, the Vendor herein had constructed a multi-storeyed commercial complex known as "S.M. MODI COMMERCIAL COMPLEX" with Municipal No. 5-4-187/5, situate at Karbala Maidan, Ranigunj, Secunderabad.

Whereas the Vendor herein offered to sell and the Vendee agreed to purchase outright shop No.5, admeasuring 29 ft x 12 ft. 6 inches in the ground floor of the building bearing No.5-4-187/5, situate at Karbala Maidan, Ranigunj, Secunderabad for a sum of Rs.50,001/- (Rupees fifty thousand one only)

NOW THIS INDENTURE WITNESSETH

That in pursuance of the aforesaid agreement and in consideration of the said sum of Rs. 50,0001) (Rupees fifty thousand and one only) well and truly paid by the Vendee to the Vendor as under:-

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For whom purchased Sandling Agence 2 18. L. No. 9/81.

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1. A sum of Rs. 1,004/- on 8.9.1980.

- 2. A sum of Rs. 9,000/- by cheque No.516582 dt. 1.10.1980.
- 3. A sum of Rs. 9,000/- by cheque No.081812 dt. 11.11.1980.
- 4. A sum of Rs. 9,000/- by cheque No.340166 dt. 2.12.1980.
- 5. A sum of Rs. 9,000/- by cheque No.376460 dt. 16.1.1981.
- 6. A sum of Rs. 9,000/- by cheque No. 376481 dt. 2.2.1981.
- 7. A sum of Rs. 4,000/- by cheque No.404882 dt. 28.2.1982

Total Rs.50,001/-

2. The Vendor hereby declares, convenants and agrees with the Vendee that it 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 Vendee.

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- The property is not subject to any charge, mortgage or any other encumbrance whatsoever in favour of any one.
- 4. The Vendee 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.
- 5. The Vendor has this day delivered symbolic possession of the property by attorning the tenant therein to the Vendee.
- o. The Vendor hereby declares, convenants and agrees with the Vendee that it shall do and execute all such acts, deeds and things as may be necessary to more effectually assure the Vendee with respect to the title and assist in getting mutation effected in the Municipal or Government Authorities.

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- The Vendor hereby agrees and undertakes to indemnify and keep indemnified the Vendee against all loss that the Vendee 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.
- The Vendor hereby assures that the rates and taxes 8. leviable on the said property have been paid and discharged upto the date of Sale Deed and in the event of any encumbrance or charges is found to be due in respect of the said property, the same shall be payable by the Vendor to the Vendee.
- Whereas it has been mutually agreed that the Vendee 9. shall abide by the following conditions:-



- the said premises purchased by him being a shop on the ownership basis and being a part of the said huge building, namely "S.M. MODI COMMERCIAL COMPLEX", the approach roads, and parking space will remain common for enjoyment of all the Vendees in the said building. Further the walls intervening between the two adjacent vendees tenaments shall also be common and enjoyed as such by the Vendees of such adjacent tenaments.
 - The Vendee hereby undertakes not to make any encroachment or otherwise disturb the common passage, roads, but keep the same usable for all the Vendees of other tenaments. Further the Vendee shall not use the said premises hereby sold in such manner which may or is likely to cause nuisance or annoyance to the Vendees/Occupants of the other portions in the said building.

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- That it k is agreed that the lorries or any heavy (c) vehicles bullock carts, commercial vehicles, taxis, autorickshaws, etc., of the Vendee herein or other Vendees of other portions shall not be permitted to be parked inside the building premises for more than 30 minutes without the written consent of the Association Society or the Vendor, till formation of such Association or Society or Company.
- That the Vendee hereby agrees that he will have (a) absolutely no objection or whatsoever nature, regarding any construction, shop, office or garage or godowns or on the upper storey, but will actively co-operate help in this The inconvenience that may be caused during such construction and all the ancillary work pertaining to the same, egress or men and material and scaffolding and other work will not be objected by the Vendee.

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- (e) The Vendee hereby agrees that he shall not store in the said premises any goods of hazardous or combustible nature or which may be too heavy or which may effect the construction, structure or stability of the said building.
- the walls and partitions walls, sewer drains and appurtenants belonging thereto in good conditions and particularly in such good condition so as to support, shelter and protect different parts of the building other than his premises.

Satish markets

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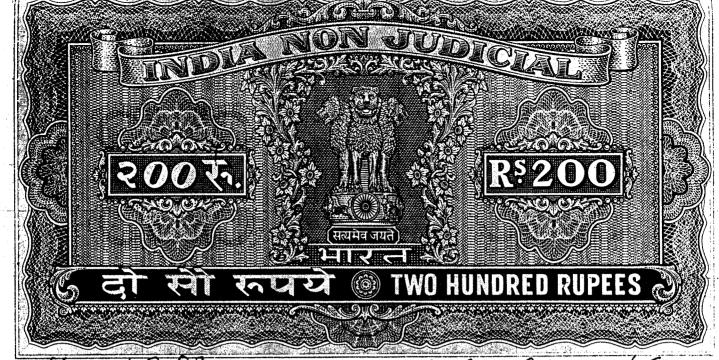


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(g) That the Vendee further convenants with the Vendor and with all purchasers of other portions of the said building that he shall not demolish or cause to be demolished any structure in the said building or any portion of the same nor will the Vendee at any time made or cause to be made any new construction of whatsoever nature on the said property or building or any part thereof nor will make any additions or alterations in the said premises affecting the front elevation of the building, but any internal changes not effecting the elevation or common walls, if needed, can be undertaken with previous consent of the Vendor or the association or society or company.



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- (h) That in case of letting out the said premises or any portion thereof, the Vendee should take care that no inconvenience is caused to other tenants. Further the Vendee 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.
 - the laying of any wires and erection of poles and laying of pipes for water, telephone and electricity and other such items, the main distribution line of sanitation, electricity etc., and the same should not be

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of the Vendor or the Association, or Society or Company.

the entire complex is constructed together with all its open land, court yards, gardens and roads shall be in common enjoyment and joint properties of all persons who have purchased the tenements in the entire "S.M. MODI COMMERCIAL COMPLEX". The taxes of every description and every kind wibl be shared 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

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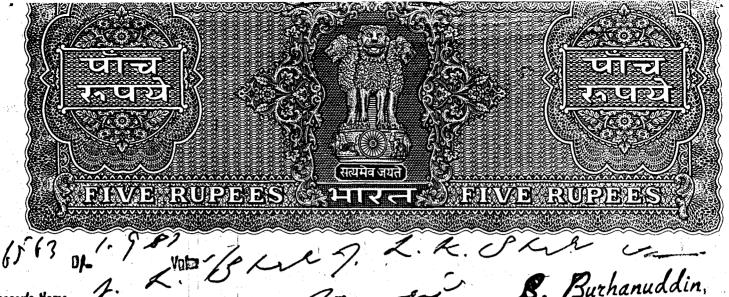
For when purchased Canal Section 180 - L. V. L. No. 9/81.

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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 own respective tenements.

(k) That it is agreed that the Vendee shall not use the premises hereby sold for any illegal and unlawful activities forbidden by existing laws and rules in force of the Government.

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for whom purchased

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SCHEDULE OF THE PROPE RTY HEREBY CONVEYED

One Shop No.5, admeasuring 29 ft x 12 ft.6 inches equivalent to 362.5 Sq.ft. being the portion of the building known as "S.M. MODI COMMERCIAL COMPLEX" bearing Municipal No.5-4-187/5, situate at Karbala Maidan, Ranigunj, M.G. Road, Secunderabad, as per the plan annexed hereto and as delineated in red colour therein and bounded on the:

By Property belonging to Sri Gurudeva Ashran under occupation of Indian Iron Workshop. NORTH

By Common Passage. SOUTH

By Shop No.6 WEST

EAST By Shop No.4

In witness whereof the said Vendor "M/S. S.M. MODI COMMERCIAL COMPLEX", represented by its partner, Shri Satish Modi has hereto signed at Secunderabad on the day, month and the year first aforementioned.

> VENDOR M/S. S.M. MODI COMMERCIAL COMPLEX

> > Through its Partner Sri Satish Modi

WITNESSES:

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