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#### SALE DEED

**THIS SALE DEED** is made and executed at Secunderabad on this the <u>10</u><sup>th</sup> day of September 2004 by and between:

Shri Satish Modi son of Shri Manilal C. Modi, aged 60 years, residing at Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad – 500 034, 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 all his heirs, successors-in-interest, legal representatives, administrators, assigns, and successors in Office etc.,).

## IN FAVOUR OF

Shri. Naveen Kumar Kedia (HUF) represented by its Karta, Shri Naveen Kumar Kedia S/o. Shri. Kailash Chand Kedia aged 25 years resident of 5-9-22/53, Adarsh Nagar, Hyderabad hereinafter called the **PURCHASER** (which expression unless repugnant or inconsistent with the subject or context shall mean and include his heirs, executors, administrators and assignees etc).

Sale Land.



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D3AA 129731

LEELA G. CHIMALGI

STAMP VENDOR

L No: 13/97, R No: 1/2003

5-4-76/A Cellar, Raniguni
SECUNDERABAD - 600 003.

# WHEREAS:

- a. The VENDOR is the absolute owner of an area admeasuring about 1,705 sq.ft. of super built up area ( about 1,483 sft. Of built up area) on the ground floor, together with undivided share of land of 19 square yards (15.88 sq. meters), and one open car parking 10 scooter, bearing M.C.H. No. 5-4-187/3 & 4 (part) and 5-4-187/3&4/2 in a commercial complex known as 'Soham Mansion' situated at Karbala Maidan, M.G. Road, Secunderabad 500 003 by virtue of Sale Deed dated 27<sup>th</sup> day of March 2001 and registered as document No. 362/2001 with the Office of the Sub-registrar, Secunderabad. The particulars of the Property is morefully described in the Schedule annexed hereto and is shown in red in the enclosed plan. The property is for the sake of brevity is hereinafter referred to as the "Schedule Property."
- b. The **VENDOR** has acquired the Scheduled Property from its previous Owner Shree Gurudev Siddha Peeth (formerly known Shree Gurudev Ashram) a Public Trust registered in the year 1962 vide PTR No. A-484 (Thane) under the Bombay Public Trust Act 1950. The said Shree Gurudev Siddha Peeth has acquired the ownership of the R.C.C Building admeasuring 24,770 Sq.ft of constructed are bearing MCH No. 5-4-187/3 &4, known as Soham Mansion, by virtue of Gift Settlement dated 07.05.1977 and registered as document No. 756 of 1977 Book I, Volume No. 372, at the Office of the Sub Registrar, Secunderabad. The Donor therein namely Shri. Satish Modi has constructed the building vide permit No. 237/3 of 1967 dated 29.09.1967 of M.C.H, Secunderabad.

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- registered Lease Agreement dated 13th April 2004 registered with Office of the Subregistrar, Secunderabad as document No.586/2004 for a primary period of 5 (five) years and on such other terms and conditions as contained therein.
- d. The **VENDOR** have agreed to sell the Scheduled Property which is in occupation of the above referred tenant to the Purchaser hereinabove mentioned for a consideration of Rs.11,00,000/- (Rupees Eleven Lakhs only) and the Purchaser has agreed to purchase the same.

## NOW THIS INDENTURE WITNESSETH:

- 1. THAT in pursuance of the above said total sale consideration, the PURCHASER has already paid the total sale consideration of **Rs.11,00,000/-** (Rupees Eleven Lakhs only) vide pay order No. 360382 dated 09.09.2004 drawn on Tamilnad Mercantile Bank Ltd, Hyderabad and the **VENDOR** hereby acknowledges the receipt of the same, hence the Sale Deed.
- 2. That the **VENDOR** is an absolute owner of the schedule property do hereby convey, sell, alienate, assign, transfer the schedule property i.e., undivided area in the above, said land along with the SCHEDULE PROPERTY along with one open reserved car parking space with all titles, rights, claims, interest, easements, peaceful possession and enjoyment to the PURCHASER and the PURCHASER hereafter shall be the absolute owner and possessor of the Schedule Property and shall enjoy the same absolutely forever, without any interruption or disturbance from anybody whatsoever.

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- 3. That the **VENDOR** hereby declare that the schedule property is free from all encumbrances charges prior sale, collateral security, giftwill, mortgage, lien, litigations and attachments and they are competent to execute this sale deed in respect of the schedule property hereto and they shall indemnify the **PURCHASER** in the event of any prior claims or charges, defects in title or all losses.
- 4. The **VENDOR** shall co-operate with the PURCHASER and tenant mentioned above to execute a fresh lease agreement on the same terms and conditions as the above mentioned lease. A separate lease agreement will be made between **PURCHASER** and the Tenant and he shall pay the rent to the **PURCHASER** as per lease agreement.
- 5. That the **PURCHASER** shall hold and enjoy all rights, facilities in the building of the schedule property including 10 scooter parkings in common area and shall join and cooperate with other FLAT/SHOP/OFFICE Owners in the said Building for all purposes and shall abide by all such decisions to be taken by the association of said FLAT/SHOP/OFFICE Owners or their Agency..
- 6. That the **VENDOR** or any person or persons claiming under him shall not have any claims or right against the ownership, enjoyment, rights and interest etc., of the **PURCHASER** over the Schedule Property.
- 7. That VENDOR hereby declares that in the event of defect in ownership title, and if a third party claims the SCHEDULE PROPERTY hereby sold, the VENDOR hereby agree to indemnify the PURCHASER from and against all losses, damages, costs, and expenses suffered by the PURCHASER due to defect in title and the same may be recovered from the movable & immovable properties of the VENDOR without any hindrance whatsoever separately.

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- 8. The **VENDOR** hereby further declare that they have paid all the tax charges etc., and there are no dues of M.C.H., Property tax, water, electrical, maintenance and other charges whatsoever etc., to the government or any person, if in future any dues found, the same shall be cleared by the **VENDOR** upto date of registration of Sale Deed.
- 9. The VENDOR undertake to execute and do everything necessary wherever and whenever required for further or more perfectly assuring the ownership and possession of the said property conveyed to the **PURCHASER** by these presents.
- 10. That the PURCHASER along with other PURCHASER of the commercial complex shall have common right, interest, claim and entitlement proportionate to their interest in the property in the General Common Areas and facilities and shall share proportionate expenses and maintenance of building and shall not act, do or cause anything detrimental to the common interest of all occupants of the Building.
- 11. That the **VENDOR** shall have the exclusive right over the terrace space of the above said complex and they are competent and have the right to construct any additional floors, structures or put hoardings as they deem fit and proper as permitted by the concerned authorities and the PURCHASER shall not object the same and the inmates of the occupants of the said building shall cooperate with the **VENDOR** for carrying out construction of the same with their men and material. However, the undivided share of 19 sq. yds., of land sold to the PURCHASER shall be exclusive right of the PURCHASER only.

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LEELA G. CHIMALGI

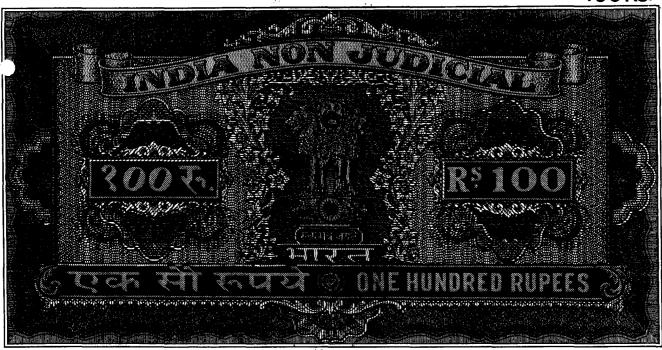
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5-4-76/A MIAR, Raniguni
SECUNDERABAD - 800 0034

- 12. That the **PURCHASER** further covenant and declare that all the terms and conditions contained in this indenture of sale and agreed to by the **PURCHASER** shall be binding and apply in respect of future sale by the **PURCHASER** and bind the transferee.
- 13. That the **PURCHASER** agrees that all items of common enjoyment will be maintained and kept in good condition by them in co-operation with all the tenement / OWNERS and they shall share the expenses thereof, including of salaries and emoluments of the persons who are appointed to keep the same in good shape.
- 14. That the **PURCHASER** hereby undertake that he shall not install any machinery which create vibrations of any manner which causes damage or injury to the building.
- 15. That the **PURCHASER** further undertake that explosives combustible articles or any other articles which are highly inflammable, which will cause damage to the building such as bombs, crackers, zeletin etc., or any heavy machinery shall not be stored in the said tenement under any circumstances and if found doing so, the **PURCHASER** shall be responsible for the total loss and damages. However, the cooking gas, matches, kerosene etc., which will be for regular use is permitted.
- 16. That the PURCHASER shall compulsorily become a member of the society / association as the case may be formed for the purpose of maintenance and good enjoyment and benefit of the tenement owners of the entire complex and pay the charges levied by the society / association without default regularly and society / association shall be entitled to recover the charges and membership fee from the defaulting members / person and property and also shall have the right to disconnect all the facilities and amenities to defaulting member and the PURCHASER hereby confirm and covenant and undertake to do so.

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- 17. That the **PURCHASER** shall not at any time demolish or cause to demolish the said structure of the said premises or any part thereof, not any alteration in the said elevation and outside colour scheme of the said premises and shall keep the partition walls, sewers, drains pipes in the said premises and appurtenances thereto in good tenantable repair and condition and in particular so as to support shelter and protect the other parts of the said building and shall not chisel or in any other manner damage the columns, beams, slab or R.C.C. parts or other structural members in the said premises and shall not alter, deface or affect the exterior or common interior architecture of the complex, without the prior written permission of the society or the association.
- 18. That the **VENDOR** shall from time to time as sign all applications, papers and documents and do all such acts deeds and things as may be required by the PURCHASER in order to transfer the full rights to the PURCHASER on the purchased property.
- 19. That the PURCHASER observe and perform all the rules and regulations which the society or the association may adopt from time to time and resolved for protection and maintenance of the said building and the tenements therein.
- 20. That the **VENDOR** has handed over the original title deeds and Xerox copies of link documents to the PURCHASER. And the VENDOR shall not use the original link documents of this land and portion of this property, now sold for the purpose of pledging mortgage / lien, creation of charge to any other financial institutions and collateral security with nationalized banks / cooperative banks / private parties. However, the VENDOR shall cooperate, if possible with the PURCHASER to show the original documents if required in future.



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Secrif Secrif Adarsh Nagar. 5-4-76/A SECUNDERAJAD - 500 003.

### DESCRIPTION OF THE SCHEDULE OF THE PROPERTY

All that premises admeasuring about 1,705 sq. ft. of super built up area (about 1483 sft of built up area) on the ground floor together with undivided share of land admeasuring 19 square yards (15.88 sq. meters), along with one open reserved car parking space of one car and 10 scooters, bearing M.C.H. No. 5-4-187/3 & 4 (part) and 5-4-187/3&4/2 in a commercial complex known as 'SOHAM MANSION' situated at Karbala Maidan, M.G. Road, Secunderabad – 500 003 and more clearly shown in the plan annexed hereto, marked in Red and bounded by:

North by	Premises owned by Shri. Satish Modi and Mr. Mahesh Desai & Othe
South by	Premises owned by Mr. Sourabh Modi occupied by Bank of Baroda.
East by	M.G. Road
West by	Open land and parking space

In witness whereof the **VENDOR** having set his hands on this indenture of sale on the day, month and year first above written in the presence of the following witness:

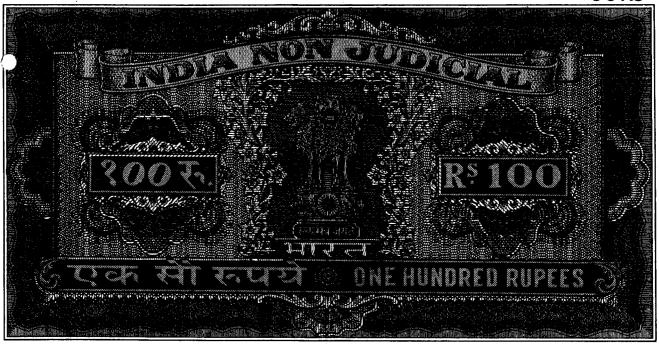
WITNESSES:

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**VENDOR** 

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STAMP VENDOR L No: 13/97 A No: 1/2003 Adarsh Nagn 5-4-76/A Carlar, Ranigui SECUNDERADAD - 500 003.

1. Description of the Buildin

: 1705 sft of super built up area of Ground Floor in the building Known as "SOHAM MANSION", Situated at 5-4-187/3 &4(Part) & 5-4-187/3 & 4/2, M. G. Road, Secunderabad - 500 003

(a) Nature of the roof

: R. C. C.

(b) Type if the Structure

: Pillar & Coloums

2. Age of the Building

: 35 years

3. Total Extent of the Site

: Undivided Share of Land 19 Sq. Yards

4. Built of area Particulars

(a) Cellar, Parking Area

(b) In the Ground Floor

: 1705 Sft

(c) In the First Floor

(d) In the Second Floor

5. Annual Rental Value

: Rs. 88,000/-

6. Municipal Taxes per Annum

: Rs. 19,688/-

7. Executant's estimate of the MV of

the building

: Rs. 11,00,000/-

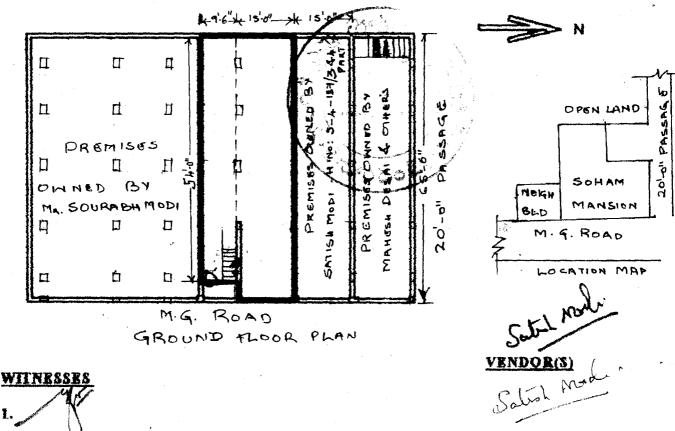
Date: Signature of the Executant

I do hereby declare that what is sated above is true to the best of my knowledge and belief:

Date:

Signature of the Executant

REGISTRATION PLAN OF SALE DEED FOR THE: PREMISES BEARING M.C.H. N- 5-4-187/3 & 4 (PART) AND 5-4-187/3 & 4/2 ADMEASURING 1,705 Sq. R. OF SUPER BUILT UP AREA ON THE GROUND FLOOR FORMING PART OF A COMMERCIAL COMPLEX KNOWN AS SOHAM MANSION, SITUATED AT KARBALA MAIDAN. M.G. ROAD, SECUNDERABAD - 500 003 STI SATISH MODI S/O MANIEKLY VENDOR: VENDEE: Sri NAVEEN KUMAR KEDIA 102 REF:-INCLUDED = 1,705 Sq. ft., of Super Buik ap eres UNDIVIDED SHARE OF LAND: 19.0 Sq. Y4: Boundaries: North Byl Premises own by Mr. Sutish Modi, Mr. Mahesh Desni & Others, South By: Premises own by Mr. Sourabh Modi occapied by Bank of Baroda, East By: M.G. Rund, West By Open land and Parking space.



REGISTRATION ACT, 1908.				
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		MV. NAVEEN KUMAR KEDIA(HUE) Plo. S-9-22/S],  ADNESHNAGAR,  HYDERABAD.		
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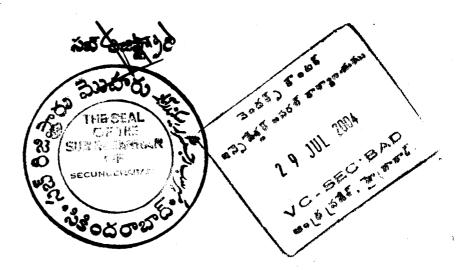
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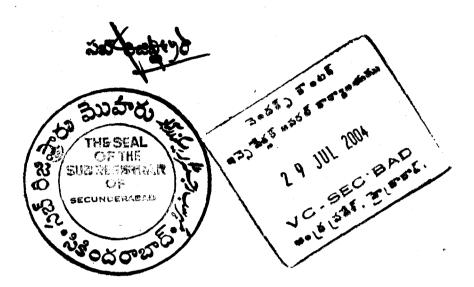
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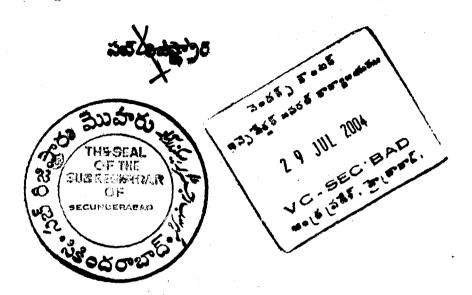
SECUNDERABAD



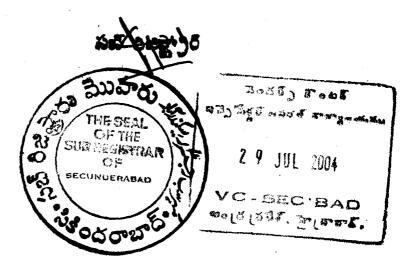
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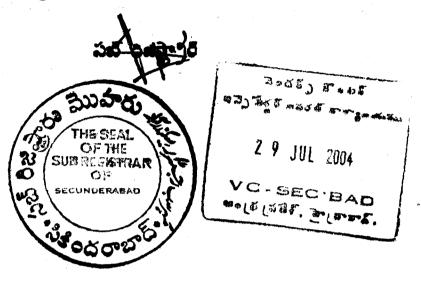
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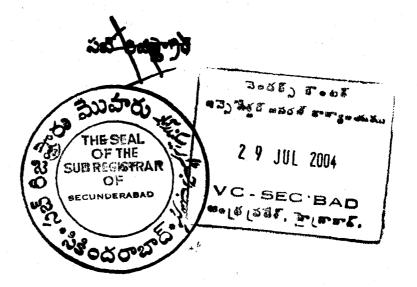
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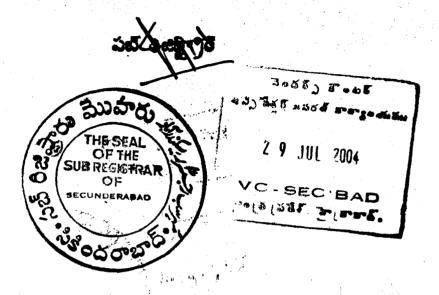
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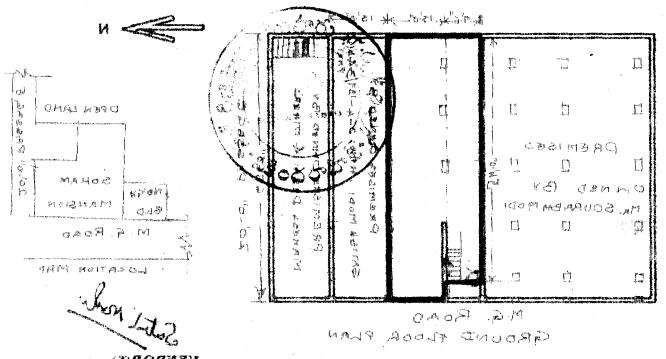
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REGISTRATION PLAN OF SALE DEED FOR THE: PREMISES BEARING M.C.H. Nº 5-4-187/3 & 4 (PART) AND 5-4-187/3 & 4/2 ADMEASURING 1,705 Sq. ft, OF SUPER BUILT UP AREA ON THE GROUND PLOOR FORMING PART OF A COMMERCIAL COMPLEX KNOWN AS SOHAM MANSION, SITUATED AT KARBALA MAIDAN, M.G. ROAD, SECUNDERABAD - 500 003 Sci SATISH MODI S/0 MANIIKL VENDOR: VENDER: Sci NAVEEN KUMAR KEDIA (HUF). ్ నం REF -11 INCLUDED 1,795 Sq. ft., of Super Built up aren S 3 11 2 UNDIVIDED SHARK OF LAND: 19.0 Sq. Yds North By Premises own by Mr. Sutish Modt, Mr. Mahesh Desai & Others. South By Premises own by Mr. Sourabh Modi occapied by Bank of Baroda సట్ 🛕 East By M.G. Road, West By Open land and Parking space.



WITNESSES

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