



1364f. Date 5.5.95 100/-

Sold to Solomon

S/o. W/o Kuparatnam Res Sec'hd

For what m/s. Girijabai Modi Charitable Trust, Sec'hd

P. RAMA SUBBAMMA  
STAMP VENDOR  
L. No. 16/66, R.No. 14/1993  
4-2-110, OLD BHOIGUDA,  
SECUNDERABAD-A. P.

### SALE AGREEMENT

This deed of sale agreement of Secunderabad on this the 5<sup>th</sup> day of May, 1995 by and between :

1. **Shri Soham Modi** S/o. Shri Satish Modi, aged 25 years, R/o. 1-8-179/3, S.D. Road, Secunderabad - 500 003, hereinafter called the **Vendor No.1**
2. **Shri Sourabh Modi** S/o. Shri Satish Modi, aged 23 years, R/o. 1-8-179/3, S.D. Road, Secunderabad - 500 003, hereinafter called the **Vendor No.2**

AND

**Smt. Girija Bai Modi Charitable Trust** with its office at 1-10-176, Begumpet, Hyderabad -500 016, represented by its Trustee **Shri. Pramod Chandra Modi** S/o. Late. Manilal C. Modi aged about 52 years residing at 1-8-165, Prenderghast Road Secunderabad, hereinafter referred to as the '**PURCHASER**'.

The expressions '**The Vendors**' and '**The Purchaser**' shall mean and include unless it is repugnant to the context their heirs, executors, Legal representatives, administrators and their successors - in - interest.

For Girijabai Modi Charitable Trust,

*Soham Modi*  
*Sourabh Modi*

*[Signature]*  
Trustee

**WHEREAS:**

1. The **Vendors** are the sole and absolute Owners of R.C.C. Building of 310 S.ft (225 Sft. Soham Modi and 85 Sft. Sourabh Modi) on Ground floor (un-finished) and un-divided share in land to the extent of 18.01 (15.18 Sq.mts Soham Modi and 2.83 Sq. mts Sourabh Modi) sq.mts in the building known as 'Modi House' situated at 1-10-72/2/3 and 1-10-72/2/3/A, Begumpet, Hyderabad, more fully described in the schedule given hereunder and as shown in the plan annexed hereto, hereinafter referred to as **Scheduled Property**.
2. By and under a Sale Deed dated the 9th Day of July, 1973 executed by (1) Sri Sivagori Maishaiah, (2) Sri Sivagori Shanker Sairam, (3) Sri Sivagori Balaji and (4) Sri Sivagori Jeeturi (therein referred to as "the Vendors") in favour of one Sri M.B.S. Purushottam (therein referred to as ' the Purchaser ' ) and registered in the office of the Sub-Registrar of Secunderabad under Document No. 1477 of 1973, the said Sri Sivagori Maishaiah and three other sold, conveyed and transferred to the said Sri M.B.S. Purushottam the immovable property admeasuring 411 square meters bearing Municipal No. 1-10-72/2/3, Survey No. 41 situated at Begumpet village, Hyderabad
3. On or about 96 square meters of the said Land was acquired by the municipal corporation of Hyderabad by way of set back for the purposes of road widening thereby reducing the area of the said land to 315 square meters (the said area of 315 square meters is hereinafter referred to as "the said Property");
4. By and under an agreement dated 1st April, 1985 (hereinafter referred to as "the said Development Agreement") between the said Sri M.B.S. Purushottam (therein described as ' the Owner' ) and one Sri Satish Modi (therein described as ' the Developer ' ), the said Sri M.B.S. Purushottam permitted the said Sri Satish Modi to develop and construct on a portion of the said Land for the consideration and on the terms and conditions set out in the said Development Agreement;
5. In pursuant to the said Development Agreement the said Sri Satish Modi constructed on the said Land ground floor structure admeasuring about 1580 square feet and bearing Municipal No. 1-10-72/2/3 and 1-10-72/2/3/A respectively;
6. By and under a Sale Agreements dated 1st February 1986 executed by the said Sri M.B.S. Purushottam (therein described as "the Vendor") in favour of the Vendors herein (therein described as 'the Vendees') followed by a Sale Deed dated 24th July, 1993 executed by the said Sri M.B.S. Purushottam (therein described as "the Vendor party of the first part") and one Satish Modi (therein described as "the Vendor party of the second part") in favour of the Vendors herein (therein described as 'the Vendees'), which Sale Deed is registered in the office of the Sub-Registrar of Assurances at Hyderabad under Document No. 3529 and 3530 of 1993, the said Sri M.B.S. Purushottam and the said Sri Satish Modi sold, transferred and conveyed to the **Vendors**:

1  
*Soham Modi*      *Sourabh Modi*

Per Subadai 1300  
Trustee

**to Vendor No. 1**

- a) 160 square meters of the said property,
- b) the said ground floor showroom admeasuring 790 square feet bearing Municipal No.1-10-72/2/3;

**to Vendor No. 2**

- a) 155 square meters of the said property,
- b) the said ground floor showroom admeasuring 790 square feet bearing Municipal No.1-10-72/2/3/A;

7. The **Vendor No. 2** has put on further structures of about 760 Sft. in terms of G.O.No.(Rt )905,M.A dated 16th July 1991 authorizing additional FSI. Thus the total area for which **VendorNo. 2** is a absolute owner of 1550 Sft.
8. In the circumstances the **Vendors** are the exclusive owners of and are absolutely seized and possessed of and entitled to respective properties as detailed above.
9. The **Purchaser** has agreed to purchase from the **Vendors** and the **Vendors** have agreed to sell to the **Purchaser** the schedule property (duly finished) for a total consideration of **Rs. 5,95,000/- (Rupees Five Lakhs Ninty Five Thousand only)**{**Rs.4,90,000/- (Rupees Four Lakhs and Ninty Thousand only)** to **Vendor No.1** and **Rs 1,05,000/- (Rupees One Lakh and Five Thousand only)** to **Vendor No.2**}

**NOW THIS INDENTURE WITNESSETH AS UNDER:**

1. That in pursuance of the said agreement and in consideration of the sum of **Rs. 5,95,000/- (Rupees five lakhs and ninty five thousand only)** the **Vendors** does hereby agrees to grant, sell, transfer, convey, assign and assure unto the **Purchaser** an undivided share, right, title and interest to the extent of 18.01 (15.18 sq.mts of **Vendor No.1** and **2.83 Sq. mts of Vendor No.2**) Sq. Mtrs.of land, in all that the piece and parcel of the land admeasuring 155 Sq. Mtrs., and **310 Sq. ft.(225 S.ft of Vendor No.1** and **85 S.ft of Vendor No.2)** of structure on ground floor, bearing municipal No. 1-10-72/2/3 and 1-10-72/2/3/A, Survey No. 41 situated at Begumpet, Hyderabad and more particularly described in the Schedule hereunder written and shown on the plan hereto annexed
2. That the **Purchaser** in pursuance of the agreement has paid a sum of **Rs. 5,00,000/- (Rupees Five lakhs only)** by way of cheque No.174883 dated 23/12/1994 drawn on Syndicate Bank, Jeera Compound Branch, drawn in favour of Shri. Soham Modi, the receipt of which is acknowledged by the **Vendors** herein. The **Purchaser** shall pay the balance sale consideration of **Rs.95,000/- (Rupees Ninty Five Thousand only)** on or before 1st July 1995.

*Soham Modi*      *Jayashankar Modi*

For Girijabai Modi Charitable Trust.

*[Signature]*  
Trustee

- 3 The **Vendors** herein shall deliver to the **Purchaser** possession of portion in the Schedule R.C.C. Building, on or before 10th May 1995 with completion of all the necessary finishing work.
- 4 The **Vendors** shall obtain necessary clearances from the U.L.C. I.T. Department etc., at their cost.
- 5 It is agreed that in the event of any cancellation or termination of this Agreement, the **Purchaser** and all persons claiming by/through or under the **Purchaser** shall vacate the said property and hand back occupation to the **Vendors** who shall be entitled in law to take back the same, notwithstanding any dispute that may have arisen. In such event of termination/cancellation, the **Vendors** shall be at liberty to deal with the said property in such manner as they may deem fit and the **Purchaser** shall not have any objection thereto.
- 6 The **Vendors** shall execute and register Sale Deed or Sale Deeds in favour of the **Purchaser** or its nominees as and when requested by the **Purchaser**.
- 7 The **Vendors** hereby declares, covenants and agrees with the **Purchaser** that it is the sole, absolute and exclusive owners of the Schedule Property and that the same is not subject to any charge, mortgage or any other encumbrances of whatsoever nature in favour of anyone. The title to the said property has been accepted by the **Purchaser**, who shall not raise any dispute thereto.
- 8 The **Vendors** shall deliver all copies of title deeds, link documents, tax receipts, etc., to the **Purchaser** on the date of execution and registration of the Sale Deed of Sale Deeds.
- 9 The **Purchaser** or its nominees or assignees shall bear all expenses including those of stamp duty, registration charges, Advocate's fee, etc., for execution and registration of the Sale Deed or Sale Deeds.
- 10 The **Vendors** shall pay all taxes, water charges, electricity consumption charges, etc., in respect of the schedule property upto the date of handing over occupation to the Vendee. After that date, the **Purchaser** shall pay all the outgoing relating thereto.
- 11 The **Vendors** hereby declare, covenant and agree with the **Purchaser** that he shall execute and do all such acts, things and deeds as may be necessary assure the **Purchaser** with respect to the title and assist the **Purchaser** in getting mutation effected in Municipal Records or Government Authorities but at the expense of the **Purchaser**.
- 12 The **Vendors** hereby agree and undertake to indemnify and keep indemnified against all loss that the **Purchaser** may be put to by reason of any defect in the title of the **Vendors** to the property hereby agreed to be conveyed.

*Sham Moh:* 2 *Aravind Moh:*

Municipal Municipal Municipal Trust  
*Aravind Moh:*

13 That the actual possession of the scheduled properties hereto shall be delivered by the Vendor No. 1 and the Vendor No. 2 herein to the Purchaser on or before 10th May 1995 with completion of all the necessary finishing work.

**Schedule of Property**

**SCHEDULE No. 1**

All that piece of land of 15.18 Sq. Mtrs., together with super structure of 225 Sq. ft., (duly finished) on the ground floor situated at 1-10-72/2/3, Begumpet, Hyderabad - 500 016 and bounded on the

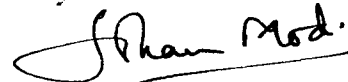
<b>East By</b>	: Part of Premises No. 1-10-72/2/3
<b>West By</b>	: Part of Premises No. 1-10-72/2/3
<b>South By</b>	: Part of Premises No. 1-10-72/2/3/A
<b>North By</b>	: Begumpet Main Road.

**SCHEDULE No. 2**

All that piece of land of 2.83 Sq. Mtrs., together with super structure of 85 Sq. ft., (duly finished) on the ground floor situated at 1-10-72/2/3/A, Begumpet, Hyderabad - 500 016 and bounded on the


<b>East By</b>	: Part of Premises No. 1-10-72/2/3/A
<b>West By</b>	: Part of Premises No. 1-10-72/2/3/A
<b>South By</b>	: Neighbours Building
<b>North By</b>	: Part of Premises No. 1-10-72/2/3

In witness whereof both the parties hereto have signed and sealed in token of execution of this deed in presence of the witnesses on the day, month and year First herein above written.

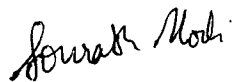


**Vendor No.1**  
(Soham Modi)

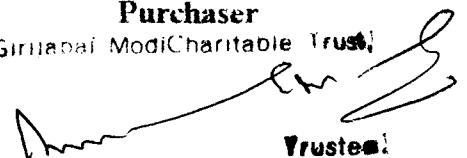
**Witnesses:**

1. 

2.

**Vendor No.2**   
(Sourabh Modi)

**Purchaser**  
for Girijabai Modi Charitable Trust,

  
**Trustee**