



GURUDEV SIDDHA PEETH

15 November 1991

TO
The Superintendent
Office of the Charity Commissioner of Maharashtra
Bombay

Sir,

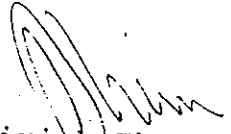
REF: Your office letter no. J-4/181/91/21029 of 1991 dt. 31/10/91.,
PTR No. A-484 (Thane)

SUB: Application No. J-4/181/1991 u/s 36(1)(a) of the Bombay Public
Trust Act.

In response to your office letter referred above and as per the
personal discussion on the matter, we are pleased to submit herewith
our reply on the various points raised on the matter together with
annexures 1 to 7 as mentioned therein.

Thanking you,

yours faithfully
for Gurudev Siddha Peeth


Shirish Thakkar
Honourary Secretary

P.O. Ganeshpuri, Dist. Thane, Maharashtra 401 206.
Tel.: Bhiwandi 02522-22252 or Ganeshpuri 025228-221


OFFICE OF THE
CHARITY COMMISSIONER BOMBAY

BEFORE THE CHARITY COMMISSIONER,
MAHARASHTRA STATE BOMBAY.

Application No. J-4/181/1991
(Under Section 36(1) (a) of B.P T. Act 1950)

In the matter of Guruder Siddha Peeth,
Ganeshpuri, Taluka Bhiwandi,
Dist. Thane.
P.T.R. No. A484 (Thane)

Shri Shirish Thakkar
Honorary Secretary,-----Applicant

Versus

Shri Satish Modi-----Proposed Purchaser.

Date:12-11-1991.

In continuation of the trust letter dated 24-7-1991 and with reference to the office queries, following clarifications are submitted:

1. As regards the correct area in respect of properties shown in Application dated 25-9-1990 at (b1) and (b2) (viz. MCH No. 141 (old) and 1-8-179 (New) the correct area is as under:

Property	Area Sq. Yards	Area Sq. Meters
(b1) Lakhpatt building & part of land	2259	1888.90
(b2) Lakhpatt building & Structures Sarojini Devi Road, Secunderabad	920	769.21
	-----	-----
	3179	2658.11
Deduct (area exchanged as per sanction order No. J-4/ 16-85/13318 dated 10-6-1985) mentioned on page 2 of letter dated 4-7-91	904	757=
	-----	-----
	2275	1901=11
	=====	=====

2. It is true that while publishing a notice in local newspaper (viz. Deccan Chronicle dated 13-3-90 & dated 17-3-90) the area of the above property was mentioned as 3179 Sq. Yards. It has been result of oversight on account of calculations

not shown in details as shown above, viz. separately for property at (b1) and (b2) in public notice.

3. Full particulars were furnished in the local newspaper mentioned above as regards MCH NO. 1-8-179 (new) the description "Sarojini Devi Road" is sufficient old MCH No. 141 was not quoted. Important part to be brought to the notice of builders or proposed developers about the part of land used for construction and the part of vacant land open for development was to be specifically mentioned. The said description is in fact necessary for attracting buyers. It is thus not proper to say that the property was not included in public notice.
4. A copy of letter received from Andhra Pradesh Paper Mills Ltd. dated 17th March 1990 is enclosed herewith (Annexure 1). A representative of the said Mill visited the site and observed that the land offered for sale on the Sarojini Devi Road was on the rear side of the property which is not entirely owned by the trust so the representative of the mills orally informed if no frontage is available the company will not be interested in giving the offer and so no offer was received.
5. No agreement for sale was entered into with Shri Satish Modi in Oct. 1990 when the application was filed. Terms and conditions proposed to be included in the agreement or conveyance, as the case may be, were already enclosed by him with his letter of offer dated 24-5-1990 which is on record. Thereafter, as per discussion with the c.c. it was proposed that the NOC from I.T. office u/s 269 UL(I) of the Income Tax Act, 1961 would be adequate for the purpose. However an agreement dated 29-6-1991 was made and filed with I. Tax department alongwith application u/s 269 UL(I). A copy of which is enclosed herewith (Annexure 2)
6. Net annual income from the properties is given in enclosed statement. None of the properties except the one at Soham Mansion Karbala Maidan fetches income (Annexure 3).
7. Copies of latest audited statements of accounts with audit report on the accounts for the year ending 31st March 1991 are enclosed (Annexure 4).
8. As regards property mentioned at (d) in the Application (page 2) viz. bearing No. MCH no. 6-3-344 (part) known as Muktaashram situated at Banjara Hills, near Road No.1 Hyderabad, it is true that it was not included in the public notice and no offers were invited. The circumstances in which no offers were invited are mentioned on page 6 of Application as "Lot A". The said property being inadequate for development for Ashram could not be developed during the life time of Swami Muktanand. The relatives of donor Pravinchandra M. Modi desire that it should not be sold to any party since the original intention of the donor could not be fulfilled. Instead of reverting the property to the donor, Shri Satish Modi desires to purchase the said property as it is with intent to use the same in family settlement as he is related to the donor. An affidavit is being filed by Satish Modi in this behalf separately (Annexure 5). It was felt that it would be in the interest of the trust to sell the property to Shri Satish Modi in view of his intension to keep the

property for the family of donors. The trust does not lose.

9. Income Tax department has granted no objection U/s 269 UL(I) vide order dated 30th Sept 1991 to the above transaction, a copy of which is enclosed herewith (Annexure 6).
10. Legal opinion dated 17th July 1991 of Mr. C. Balgopal, Advocate, Secandarabad, that the Andhra Pradesh Charitable and Hindu Religions Institution and Endowment Act, 1987 does not apply to the properties of the applicat trust at Secandarabad/Hydrabad (Annexure 7).

(Shirish Thakkar)
Honorary Secretary
GURUDEV SIDDHA PEETH

THE ANDHRA PRADESH PAPER MILLS LTD.

Ref: APML:DMR:90 (1092)

17th March, 1990

M/s.Modi Builders
1-10-72/2/3, Begumpet,
Hyderabad

Dear Sirs,

Sub: Sale of Land at S.D.Road, Sec'bad

Ref: Yr. Advertisement in Newspaper

While inviting your attention to the above advertisement We are to inform you that, we are interested to purchase about 2000 Square Yards Land or total, if the terms are favourable to us.

Meanwhile, please inform the following details at the return post.

1. The title of the Land is cleared or not.
2. The details of other lands by its sides.
3. The Urban Land ceiling is cleared or not.
4. Plan of the Land.
5. What is the proposed rate per Sq. Yard.
6. Time required for registration.
7. Any Plan for construction, has been obtained or not.

Thanking you,

Yours faithfully,
for THE AP PAPER MILLS LTD.,

D. MOHAN RAO

MANAGER (PROJECTS)

1-609, V Floor, Swabandak Complex, 52/93, Sarojini Devi Road, HYDERABAD 500 093 Phone: 822715, 822625, 834201, 834371, 833611 Group: Apimill, Telex: 425 65

Regd. Office & Factory: Rajahmundry 531 105 (AP)

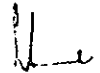
P.T.O.

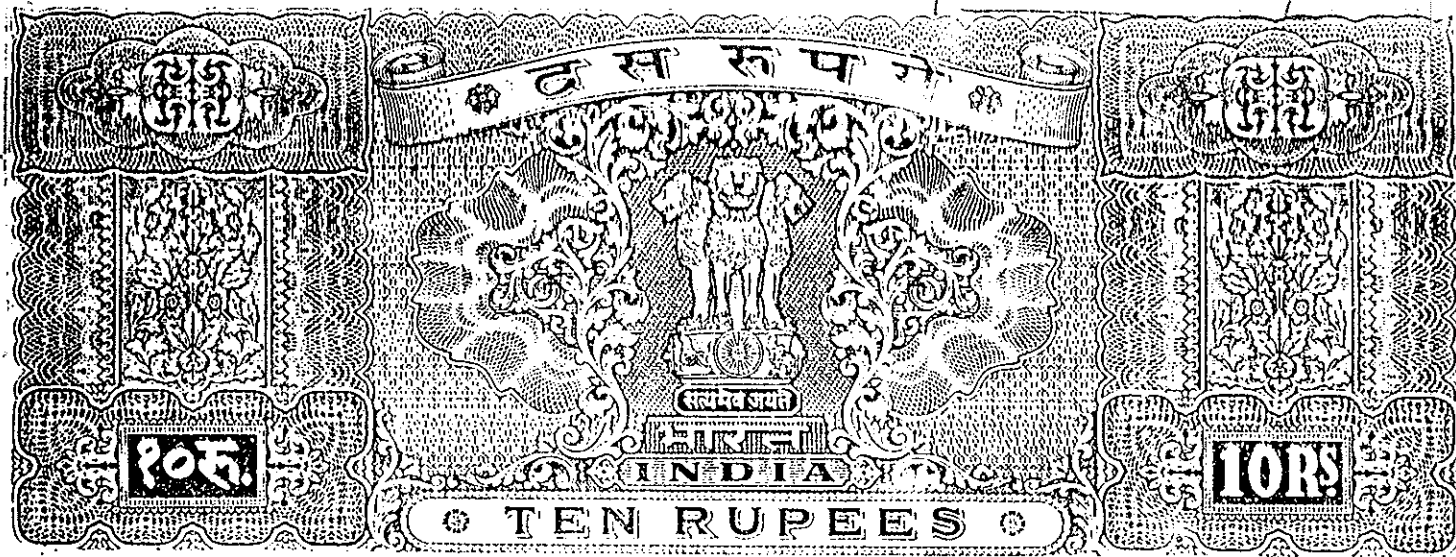
28th March, 1990.

CERTIFICATE OF INSERT

This is to certify that 3 advertisements of M/s Modi Builders (Guru Siddha Peeth Ashram) were published in Deccan Chronicle issues dated 13th, 17th and 19th March, 1990 in 15 cmsx 2 cols size under our Box No.2697. These advertisements were released by M/s The 24th Century Inc, 12-5-55/6, Tarnaka, Sec'bad. We also certify that only one letter was received against the Box No.2697 of the above three advertisements.

for DECCAN CHRONICLE


A. V. Kumar
Asst. Advt. Manager.



[Handwritten signature]

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11871

Vijay Joshi

131 MAY 1991

[Handwritten signature]

AGREEMENT

THIS AGREEMENT IS MADE AT GANESHPURI, District Thane, Maharashtra, on this 19th day of June, ONE THOUSAND NINE HUNDRED NINETY ONE BETWEEN the Trustees of GURUDEV SIDDHA PEETH, a Public Charitable Trust registered under the Bombay Public Trusts Act 1950 under serial No. PTR A-484 (Thane), hereinafter called "the Vendors" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include the trustee/s for the time being of Gurudev Siddha Peeth, the survivor/s of them and the heirs, executors and administrators of the last surviving trustee) of the ONE PART AND SHRI SATISH MANILAL MODI, Hyderabad Inhabitant residing at 1-10-72/2/3, Begumpet, Hyderabad 500 016, hereinafter referred to as "the Purchaser" (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include his heirs, executors and administrators and permitted assigns) of the other part.

[Handwritten signature]

Satish modi

(5) Hence, the Vendors after considering all the varied factors found that this is the best possible price available to the Vendors and it is in the interest of the trust to accept the said offer and have, therefore, by their letter dated the 24th June 1991 accepted the said revised offer for sale of the said properties at or for the price of Rs. 2.60 crores (lumpsum) on the terms and conditions more particularly mentioned hereinafter

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1) The Vendors shall sell to the Purchaser and the Purchaser shall purchase from the Vendors all those pieces or parcels of land with structures built thereon, lying, being and situate at Secundrabad/Hyderabad in the State of Andhra Pradesh and more particularly described in the Schedule here underwritten on an "AS IS WHERE IS" basis at or for the consideration of Rs. 2.60 crores to be paid in the manner set out in the letter of offer dated 24th May 1990, a copy whereof is annexed hereto as Annexure I.

2) The parties agree that all the terms and conditions set out in the letter of offer dated the 24th May 1990 being Annexure I hereto shall apply to both the parties. The only material change in the said letter of offer is that the lumpsum price originally mentioned as Rs. 2.50 crores is now increased to Rs. 2.60 crores. AND the earnest money of Rs. 2.50 lacs shall be paid within one month from the date of receipt of sanction of the



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into effect the present transaction after obtaining all necessary approvals stated herein and as contemplated in the letter of offer dated the 24th May 1990 being Annexure I hereto.

IN WITNESS WHEREOF the parties hereto have set and subscribed their hands the aforesaid 21st day of June, 1991.

SCHEDULE ABOVE REFERRED TO

- (1) Banjara Hills - Land property at Banjara Hills forming part of the Compound of "Muktashram" - Property bearing MCH No. 6-3-344 (Part) known as Muktashram admeasuring 2840 square yards equivalent to 2376 square metres situated at Banjara Hills, Near Road No. 1, Hyderabad, Andhra Pradesh.
- (2) Begumpeth - Agricultural land Property bearing Survey No. 37 and Part of Survey No. 38 admeasuring 7848.55 square yards equivalent to 6561.38 square metres situated adjacent to Chikot Garden, Begumpet, Secunderabad, Andhra Pradesh.
- (3) Sarojini Devi Road - Lakhpat Building
 - (i) Property bearing MCH No. 141 (old) and 1-8-179 (New) forming part of land known as Lakhpat Building admeasuring 2275 square yards equivalent to 1901.11 square metres.
 - (ii) Land property bearing MCH No. 141(old) and 1-8-169 (new) forming part of the Lakhpat building admeasuring

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Signed, sealed and delivered)
by the withinnamed Purchaser)
in the presence of)

Satish Modi

(SATISH MANILAL MODI)

1. [Signature]
(Vijayshree Yajnik)

2. [Signature]
(G. KONDKARAO)
1-8-488
CHIKKADAPALLI
HYDERABAD-500022

/Amended/

BEFORE THE CHARITY COMMISSIONER
MAHARASHTRA STATE, BOMBAY

Application No. J-4/181 of 1991 (under section 36(1)(a) of Bombay Public Trust Act, 1980.)

In the matter of
Gurudev Siddha Peeth
P.O. Ganeshpuri, Taluka Bhiwandi,
District Thane. PIN 401206.
PTR No. A-484 (Thane)

Shri Shirish Thakker,
Hon. secretary
Gurudev Siddha Peeth

Applicant

Vs.

Shri Satish Modi

proposes purchaser

With reference to the above, we submit the following particulars of Annual Income from property to be sold.

	Rs.
I Soham Mansion, Karbala Maidan Item No. (a1 and a2) Gross rent subject to Municipal taxes	5,04,087
II Lakhpat Building Property (Item b1 and b2)	Nil
III Begum Peth Property (Item c)	Nil
IV Banjara Hills property (Item d)	Nil
Total	5,04,087
Less: Present Municipal Taxes 40,000 Repairs 10% - Approx 50,000	90,000
	4,14,087