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S.V.L. No. 26/98, R.No. 39/2004

City Civil Court,
SECUNDERABAD.

S/O. D/O. W/O. Chandra Moul

IN THE COURT OF THE I ADDL. CHIEF JUDGE: CITY CIVIL COURT: SECUNDERABAD.

C. S. NO. "18 of 04

Between:

Gurudev Diddha peeth

..plaintiff

and

H.P.Constructions

..Defendent

court of the Illxed1. Chief Judge: C.C.C. sec'bad.

Producedby: Plaintiff

Admitted or proved by PoWoI on 26-9-01

Marked as ExoAo

Sd/- I Addl. chief Judge. Sec'bad.

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GURUDEV SIDDHA PEETH

1-10-72/2/3, Begumpet Rond, H Y D E R A B A D = 16.

Dated: 18.12.1992

T

Shri Prakash Rao, M/s. H.P.Construction Pvt.Ltd H.No.1-4-879/72A, Gandhinagar, H Y D E R A B A D.

Dear Sir,

We request you to take occupation of the premises (possession) on this the Friday, 18th December, 1992. You are also authorised to start the construction work at your earliest convenience as per our agreement signed and delivered today 18th December, 1992.

1) For GURUDEV SIDDHA PEETH

General Power of Attorney

2) For CONSENTING PARTY

Agreement Holder

3) FOR H.P. CONSTRUCTION PVT LTD





In the Court of the III Senior Civil Judge
C. C. SECUNDERABAD

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Marked as Ex.

III Senior Civil Judge

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00AA 301738

K. SRIMIV**AS** S.V.L. No. 26/98, R.No. 39/2004 City Civil Court, SECUNDERABAD.

IN THE COURT OF THE I ADDL. CHIEF JUDGE: CITY CIVIL COURT: SECUNDERABAD.

C. S. No. 18 of Ca

Between:

..Plaintiff

Gurudev Diddha peeth

and

..Defendent

H.P.Constructions

ef Judge: C.C.C.sec'bad. Exhibit s Court of the Illamil. 0.5.No. 16 of 04

producedby: plaintiff Admitted or proved by P.W.I on 26-c.01 Marked as Ex.A.

sd/ I Addl. chief Judge, sec'bad.

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2 2 FEB 2005

AC- SEC. BY

AA/Hyd/1 (25)3/92-93

Uffice of the Appropriate Authority, Income-tax Department, C:R. Duilding Annexe, Queens Road, Bangalore-560001

Dated: 16.3.1993

1. Hame&address of the transferor(s)

1.Gurudev Siddah Peeth, Ganesh Puri P.O.

2. Hame&address of the transfered(s)

2. Satish Modi, 1.10.72/2/3, Begumpet ns consenting party.

J. Location of the

H.P.Constructions Pvt.Ltm., 1,4,873,72/A, Gandhinagar, Hyderabad.

immovable property

Sy. No. 187/364/8, Karbala Maidan, Ranigunj, Secunderabad-3.

4.Date of agreement for transfer of immovable property

18.12.92

5.Apparent consideration

. Rs.70,85,000/-

ORDER UNDER SECTION 269 UL(1) OF INCOMETAX ACT, 1961

The Appropriate Authority, Incometax Department, Bangalore, have received a statement in Form No.37-1 prescribed under rule 48 L of the Incometax Rules, 1962, from the above staked transferoi(s) and transferee(s) on S.1.3 This was accompanied by a copy of the agreement dated 18,12.92

2. The Appropriate Authority have no objection to the transfer of the property indicated as per the terms of agreement dated 18.12.92 and as per the statement filed in from 37-1,

3. Fit is hereby clarified that this NU OBJECTION CERTIFICATE applies ONLY to the transferor(s) and transferee(s) whose names are specified herein above.

BY CRUSH OF THE APPROPRIATE AUTHORITY, DANGALCRE

(V.M.MUTHURAMAL TYGAM)

(G.R.REDEY)

P.K. RATEOL

HEMBERS, APPROPRIATE AUTHORITY, INCOME TAX DEPARTMENT, DANGALORE

Copy tor The transferor(s) as above transferee(s) as above transferee(s) as above the Sub-Registrar,

Kavadigude, Secunderabad.



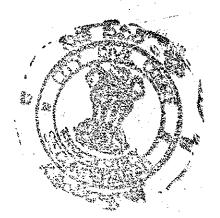
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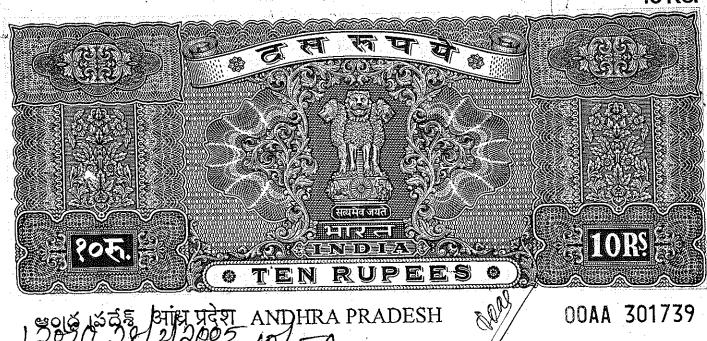
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In the Court of the Di Securi Civil Judge
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HRA PRADESH

00AA 301739

K. SRIN City Civil Court,

IN THE COURT OF THE I ADDL. CHIEF JUICE: CITY CIVIL COURT: SECUNDERABAD.

c.s.No. 18 of C4

Between:

..plaintiff

Gurudev Diddha peeth

and

..Defendent

H.P.Constructions

Exhibit S. Judge: C.C.C. Se C'bad. Court of the Illa #1. Chi 0.5.No. 16 of 04

Producedby: Plaintiff Admitted or proved by PoW-I on 26-5-01

Marked as Ex.A. 2

sd/- I Addl. chief Judge, sec'bad.

ed be true copy// //certified/

కెంకక్స్ కొంతక కెప్పడ్డ్ మమర్గ్ సాత్యాయితోను

2 2 FEB 2005

AC-SEC.BYD

Office of the Appropriate Authority, Incometex Department, Gentral Revenue Buildings (Ammeno), 5th Floor, Queens Road, Bangalore - 560 001.

Dated:

16.3.1993

.Gu. idev. Siddah Peeth, Ganesh Puri P.O., Dist. Thans, 2.Satish Modi, 1.10.72/2/3, Begumpet, as consenting party.

(Transferor(s))

H.P. Constructions Pvt.Ltd.1.4.879/72/A, Gandhinagar, Hyderabas.

(Transference))

sir(a)/Madmm.

tub: No Objection Certificate Under Section 159 UL(1) of Income-tax Act, 1961.

tof: Your Statement Filed in Form 37-1 Under Eule 486 of Incometon Fules, 1962. . -:000:- .

The Appropriate Authority (Incometax Department) has decided to issue a Mo Objection Certificate Under Section 2890L(1) of the Encope-bax Act. 1961.

2. A copy of this No Objection Certificate has been pasted on the reverse of the page 1 of the copy of the agrament asclosed with the Statement filed by you. Each page of the agreement has been initialled by the undersigned under weel of this office and forwarded to the Sub Registrer concerned. You can present the agreement before, the Sub Registrar for purposes of registration.

Yours Enlaphully,

Appropriate Authority, Fargalend

to the Sub Registrar Kayadiquda Sacunderabad.

vith a copy of Eo Objection iqued Sacunderabad.

to copy of agreement duly attested for needful action, with a copy of the agreement at,

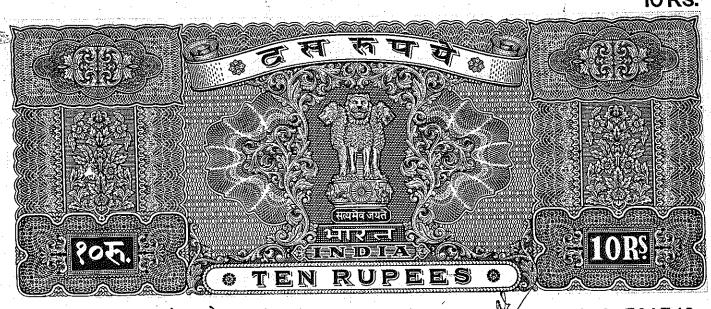
In the Court	of the III Sector Civil Judge
C. C.	C. SECUMPERABAD.
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00AA 301740

W.L. No. 28/98, R.No. **39/2**004 City Civil Court SECUNDERABAD.

IN THE COURT OF THE I ADDL. CHIEF JUDGE: CLTY CIVIL COURT: SECUNDERABAD.

C. S. No. 18 of 04

Between:

.plaintiff

Gurudev Diddha peeth

and

..Defendent

H.P. Constructions

F Judge: C.C.C.Sec bad. Court of the Illiant Char 0.S.No. 16 of 04

Producedby: Plaintiff Admitted or proved by PoWoI on 26-9-01

Marked as Ex.A.

Sd/- I Addl. chief Judge, Sec'bad.

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2 2 FEB 2005

AC BEC BYD

Date: 2-02-1993.

To

The Special Officer & Competent Authority, Uzban Land Ceiling, HYDERABAD.

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Sir,

Sub:- Statement Under Section 6(1) of the ULC Act filed - Properties held by registered Charitable Trust - Requested for early orders - regarding.

Ism the G.P.A. holder of Sri. Gurudev Siddha Peeth which is charitable trust having properties on its name in the Hyderabad Urban Agglommoration. I am herewith enclosing declarations in triplicate Under Section 6(1) of the Act declaring the properties held by trust.

I therefore, request you to kindly pass the necessary orders U/s. 19 of the Act exempting the lands held by the trust for which act. I shall be very greatful

to you Sir,

Yours faithfully.

(SATISH MODI).

Address:

1.10.72/2/3 Begunde HYDERABAD-500 016.

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ANDHRA PRADESH

3, V.L. No. 26/98, R.No. 39/2004 City Civil Court SECUNDERABAD.

IN THE COURT OF THE I ADDL. CHIEF JUNGE: CITY CIVIL COURT: SECUNDERABAD.

c.s.No. 18 of 04

Between:

.. Plaintiff

Gurudev Diddha peeth

and

..Defendent

H.P.Constructions

f Judge: C.C.C.Sec'bad. Court of the Illastich 0.5. %c. 16 of 04

producedby: plaintiff

Admitted or proved by PoW-I on 26-9-01

Marked as Ex. A.

Sd/- I Addl. chief Judge, Sec'bad.

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BY REGISTERED POST

HYBERABAD URBAN DEVELOPMENT AUTHORITY 1-8-323, PAIAGH PALACE, POLICE LINES, SECUNDERABAD-3.

Ex.1.5

Letter	No:	8588/PD1/H	ACUI	/93
Date:_	19-5	-94	•	

10 × 10

Sri.Satish Madi,GRA Holder Gurudev siddapeet, D.No.1-10-72/2/3 Segumpet, HYDERABAD-500 016.

Sir/Madam,

Sub:-HUDA-Planning -Change of land use in S.Ro 5-4-187/3 & 4/8 of Karbele Maidan, Ranigunj

Payment of Development charges, Green Eclt charges - Processing charges called for-Regarding.

Ref:-1.Govt.Memo.No. 1776/M1/93-4 M.A dt.27-4-94 dated -

In the Memo cited, the Government have issued draft variation for modification to plan in respect of the site under reference, with the intention of calling objections and suggestions from public through Gazette notification. In the memo one of the conditions for modification to plan in the payment of development and other charges to HUDA for the site under consideration. You are therefore requested to remit the following amounts in favour of the Vice-Chairman, HUDA within a period of three weeks from the date of receipt of this letter in Indian Overseas Bank, Himayatnagar Brunch at the HUDA extension counter in separate challsn.

i) Development charges Rs. 7,796=00 ii) Green Belt Charges Rs. 2,000=00

If you fail to remit the above amounts within the stipulated time, the Government will be informed to close the case on account of non-payment of prescribed charges. The above charges except the Processing Charges are refundable without any interest in the event of Government not agreeing to the proposed modification to plan within three weeks of the applicant making an application to him for such refund enclosing an attested copy of such rejection order issued by the Government.

Yours faithful

for VICETCHATEMAN

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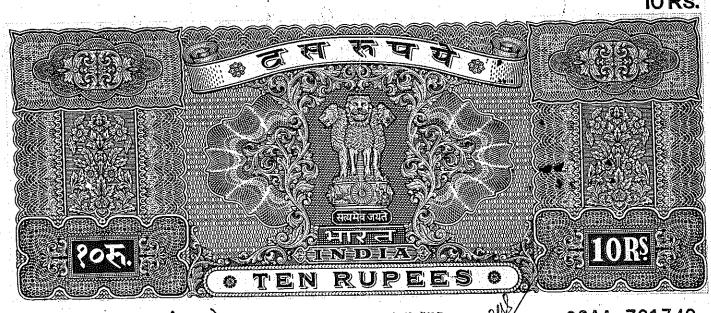
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ANDHRA PRADESH आंध्र प्रदेश

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K. SRINIVAS LOU 1 5, V.L. No. 26/98, R.No. 39/2004 City Civil Court, Sjo. Die IN THE COURT OF THE I ADDL. CHIEF JUDGE: CLY CIVIL COURT: SECUNDERABAD. SECUNDERABAD

C.S.No. 18 of C4

Between:

..plaintiff

Gurudev Diddha peeth

and

. . De fendent

H.P.Constructions

Exhibit Seal Judge: C.C.C.Sec.pad. Court of the Illiant . Chi 0.5.No. 16 of 04

producedby: plaintiff Admitted or proved by PoWoI on 26-9-01

Marked as Ex.A.6

Sd/ I Addl. chief Judge, Sec'bad.

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Government of Amilia Pradesh Municipal Administration & Urban Development Department

Мето. Мо. 1776/И1/93-4 МА

Dated 27-4-1994

Sub:- MCH - Chatge of land use from residential use to commercial use in Pr.No.5-4-187/3 & 4/8 at Karbala Maidan, Ranigunj, Secunda rabad - Draft Variations - Notification - Issued.

Bof: - 1) -

. Ex. A6

2) From V.C., HUDA 1r.No.8598/PD1/HUDA/93

The appended notification will be published in the extra-ordinary issue of A.P. Gazette dated 2-5-1994.

2. Specific approval of the Principal Secretary to Government, Municipal Administration & Urban Development Department has been obtained for publication of notification in the extra-ordinary issue of A.P. Gazette.

Add 1. Secretary to Government.

To

The Commissioner, Printing, Stationary & Stores Purchase,

The Vice-Chairman, Myderabad Urban Development Authority.

Sri Batish Medi, 5-4-127/3 & 4/8, Karbala Maidan, Ranigunj, Secunderabad.

//Porwarded by order//

Jection Officer.

MODIFICATION

The following draft variation to the land use envisaged in the Zonal Development Plen/Master Plan for Municipal Corporation of Hyderabad area, Zone. I which it is proposed in exercise of the powers conferred by sub-section (2) of section 12 of A.P. Urban Areas (Development) Act, 1975 (Act-I of 1975) read with rule 13-A of the Urban Development Authority (Hyderabad) Rues, 1977 is he reby published as required by sub-section (3) of the said section.

taken into consideration after expiry of 15 days from the date of publication of the notification in the A.P. Gazette and that any objections or suggestions which



may be received from any person with respect there to before the expiry of the said period will be considered by the Government of Andhra Pradesh. Objections or suggestions should be addressed to the Principal Secretary to Government, Hunicipal Administration & Urban Development Department, Secretarist, A.P. Hyderabad 500 022.

DRAFT VARIATIONS

The site in F.No.5-4-187/3 and 4/8 (Sy.No.44) of Karbela Meiden, Ranigunj to an extent of 1949.00 sq.mts. which is sarmarked for light and service Impustrial use zone in the notified Zonel Development Flam for Zone.I, Municipal Ara is proposed to be designated as local commercial use zone, subject to the following conditions:-

- 1) that a minimum green space of 3 Mts. all around the complex be left so as to avoid the dust pollution.
- 2) that necessary set-backs as per Government orders on FSI Regulations to be followed alongwith latest building line rules.
- 3) that the applicant stall pay an amount of Rs.7,796/(Rupees seven thousand seven hundred and ninty six only) towards Development Charges to Hyderabad Urban Development Authority through Challan in Indian Overseas Benk, Himayathnagar Branch/HUDA Extension counter and submit a challan to this effect to the Government and HUDA before issue of final order.
- 4) The applicant shall pay processing fee of Rs. 2,000/(extent of land 2351.00 sq.yds. or 1949.00 sq.mtrs) to
 Hyderabad Hrbam Development Authority before issue of final orders.

SCIEDULE OF BOUNDARIES

North: Existing 20'-0" wide road.

South: - Existing commercial complex bearing P.No. 5-4-107/5.

Bast: - Existing 24'-0" wide passage and existing commercial complex bearing Pr.No.5-4-1877324.

West: - Existing 96'-0" wide road (Proposed 100'-0" wide road as per Zonal Development Plan. for sope.I) leads from Boats Glub to Sanjeevaiah park.

In the Court of the III Senior Charl Judge C C SECUNDERABAD.

K. Mankya Ruo, Addl. Secretary to Government.

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ANDHRA PRADESH आध्र प्रदेश

00AA 301743

IN THE COURT OF THE I ADDL. CHIEF JUDGE: CITY CIVIL COURT: SECUNDERABAD. For Whom.

K. SRIMIVAS 5, V.L. No. 26/98, R.No. 39/2004 City Civil Court SECUNDERABAD.

C.S.No. 38 of 04

Between:

Gurudev Diddha peeth

and

..plaintiff

..Defendent

H.P.Constructions

Exhibit Se Judge: C.C.C.Sec'bad. Court of the Illa 11. Che 0.5.No. 16 of 04

producedby: plaintiff Admitted or proved by P.W.I on 26-9-01

Marked as Ex.A.

Sd/- I Addl. chief midge, Sec bad.

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By certificate of posting By kegistered post.

Government of Andhra Fradesh Municipal Administration and Trban Development Department

мено.No.1776/м1/93-2.M. A.

Dated: 27-3-1995.

Sub: -Buildings-MCH-Construction of Building with cellar for parking, ground floor for shops and 4 uper floors for residential apartments in Pr.No.5-4-187/2, 4, Earbale Maidan, manigunj, myderabad - Relaxation of Z.Rs-meduest -mejected.

Ref: -1.From Gurudeve siddle peeth, repn.dt.nil. 2. From the VC, HoDA, Dr. No. 3588/PD1/HDDA/93 dt. 21-8-93.

J.From the Commr/ACL D. No.896/IP7/SU/TO/ 93.dt.3-12-93.

4. Gov t. Meac. Lo. 1776/A.1/95-4.H. A. Dt. 27-4-94. 5. From Sri. Satish Hodi, repn. dt. 24-5-94. 6. From the VC, HUDA, Lr. Ho. 2598/PD1/HUDA/95. dt. 20-10-94.

3 × 30 0 0 1

- The applicant Sri. Gurudev & iddha Peeth te has submitted plans requesting to grant permission for the construction of commercial -cum-residential complex at Pr.No. 5-4-187/3, 4, Karbala Maidan, Ranigunj, Hyderabad which requires change of land use and relaxation of Zoning Regulations.
- 2. The Government have examined the matter and in Government Nemo 4th cited is sued draft variations calling for objections & Suggestion on the proposed change of land use from light industrial zone to residential -cum-commercial zone subject to crtain condition. The petitioner in his representation 5th cited has requested to delete the following conditions, imposed in the draft variation.
 - 1. a minimum green space of 3 metres all round the complex be left so as to avoid the dust pollution.
 - 2. necessary set backs as per Government orders on YSI regulations to be fallowed alongwith latest building line rules.
- The fovernment have examined the metter incongultation with the Vice Chairman, MUDA and consider that there is no justification to delete the above conditions.
- The request of the petitioner is therefore, mejectea.

P.V.EA03 Frincipal Secretary to Govern out.

Sri. Setish Rodi, 5-4-127/3 64/8, Rarbala Raidan, Ranigu Secunderabad.

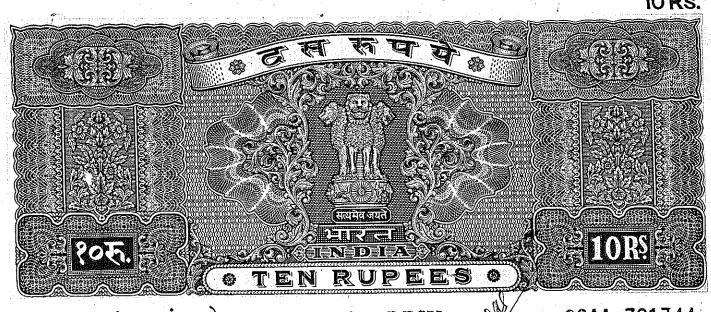
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SF/Sc.

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, आंध्र प्रदेश , ANDHRA PRADESH

00AA 301744

IN THE COURT OF THE I ADDL. CHI EF JULGE: CITY CIVIL COURT: SECUNDERABAD. For Whom

K. SRINIVAS 3,V.L. No. 26/98, R.No. 39/2004 City Civil Court,

C. S. No. 18 of 04

Between: Gurudev Diddha peeth

and

•Plaintiff

..Defendent

H.P. Constructions

Exhibit seal Judge: C.C.C.Sec.bad. Court of the Illasti. Chie 0.5. No. 18 of 04

Producedby: Plaintiff Admitted or proved by P.W. I on 26-9-01 Marked as Ex.A.

sd/- I Addl. chief Judge, sec'bad.

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NC-SEC. DAD

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Ex AB

Date: 26/02/1994.

From:

Satishchandra Modi 1-10-72/2/3 Begumpet HYDERABAD - 500 016.

7()

1) M/s. H.P. Constructions (Pvt.) Ltd., 2) Sri Prakash Rao H.No. 1-4-879/72/A Gandhinagar HYDERABAD.

Sirs,

By an agreement dated 18/12/1992, you have agreed to purchase a plot of land belonging to Gurudev Siddha Peeth, admeasuring 2,331 sq.yards, situated at 'Karbala Maidan, Mahatma Gandhi Road, Secunderabad, for a total consideration of Rs.70,85,000/-. As per the agreement, we have already delivered possession of the property to you on the date of the said agreement. You have already paid a sum of Rs. 12,00,000/- as advance. The balance of Rs.58,85,000/- has to be paid within 12 months from the date of the agreement i.e., the amount has to be paid on or before 18/12/1993. It was also agreed that if the balance consideration is not paid, interest calculated at the rate of 1% per mensem on the balance of consideration would be payable every quarter in advance. As you have failed to pay the balance amount of Rs. 58,85,000/- by 18/12/1993, the Vendor under the agreement has become entitled to the interest. As the quarterly interest has to be paid in advance, the Vendor is now entitled to a sum of Rs. 1.76.550/- as interest for the period 18/12/1993 to 18/03/1994. Even though more than 11/2 (One and half) months have passed, the amount has not been paid by you.

As I am responsible for my principals for the due implementation of the terms of the agreement, I am compelled to address this letter to you. I therefore, request you to arrange the payment

Contd...2.

Satul ma



V.

of the sum of Rs. 1,76,550/- to Gurudev Siddha Peeth within seven days of receipt hereof. As you are aware, my principal is a Charitable Trust and therefore, they are accountable to various authorities for the due implementation of the terms of the agreement.

I therefore request you to treat this matter as urgent. If there is no positive response from you, my principals may take extreme steps of cancelling the agreement as envisaged by the terms.

Thank you.

Yours faithfully,

(SATISH MODI)

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In the Court of the III Senior Civil Judge C. C. S. SECUNDERABAD.

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V.L. No. 26/98, R.No. **39/2004** City Civil Court, SECUNDERABAD.

IN THE COURT OF THE I ADDL. CHIEF JUDGE: CITY CIVIL COURT: SECUNDERABAD.

C.S.No. 18 of 04

Between:

Guruđev Diddha peeth

..Plaintiff

and

..De fendent

H.P.Constructions

• Chief Judge: C• C• C• Se c'bad• Court of the Illamil. chi 0.5.No. 16 of 04

Producedby: Plaintiff

Admitted or proved by PoWeI on 26-9-01

Marked as Ex.A. 9

Sd/- I Addl. chief Judge, Sec'bad.

//certified to be true copy//

SORE'S BOOK

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Fhone: 611063 612536

H. P. Constructions Private Limited 1-4-879/72/A, Gandhinagar, HYDERABAD-500 380

In Ag

To,

Sri Satish Modi, 1-10-72/2/3, Begumpet, HYDERABAD.

Dear Sir,

We are in receipt of your lr.dt.26-2-94, on 7-3-94 and obliged to state as follows:

- 2. It is a fact that we have agreed to purchase the plot of land of "GURUDAV SIDDHA PEETH" at Karabala Maidan, under the terms and conditions set out in writing through an agreement dt.18.12.1992.
- 3. On the total consideration agreed under the said agreement there is no difference of opinion and same is Rs.70,85,000/(Rupees Seventy Lakhs Eighty Five Thousand only).
- 4. As regards payments already made and delivery of possession of site, there appears to be same miss apprehension, Hence the position is clarified here under.
 - a) We have paid advance of Rs. 3,00,000/- on 30th November, 1992 and same was acknowledged in the agreement of sale itself vide para (i) on page of the agreement of Sale.
 - b) Under para 1 of the agreement of sale with regard to further payment and interest it was coveneted as under. "The Vendee shall pay a further sum of &.9,00,000/- (Rupees Nine Lakhs only)

Contd...2.



H. P. Constructions Private Limited 1-4-879/72/A, Gandhinagar, HYDERABAD-500 380

:: 2 ::

to the vendor on behalf of the consenting party on the date of delivery of vacant possession of the Schedule Property.

Time for completion of payment of balance with interest shall be reckoned from the date of delivery of vacant possession by the Vendor and consenting party to the Vendee."

- c) We have paid Rs.9,00,000/- (Rupees Nine Lakhs only) on 18.12.1992 further to the advance of ks.3,00,000/- (Rupees Three Lakhs only) referred to above on the understanding that the delivery of vacant possession will be effected as per the covenent on page 5 of the agreement of sale with ULCC and IT Clearences.
- d) Though you received Rs.9.00 Lakhs as part payment (not as advance) vide your receipt dated 18.12.1992, on the very same date you have confirmed through separate Certificate of even date. That you had been shifting materials and structures from the premises. Through, the said certificate it was expressely agreed, that shifting process was a matter of days, you are aware that said process took several months and shifting was completed in the end of April, 1993.
- e) You are fully aware that this property was taken for development. For development and starting the construction work accordingly you did authorise me through a separate letter of even date (18.12.1992).

contd...3.



H. P. Constructions Private Limited 1-4-879/72/A, Gandhinagar, HYDERABAD-500 380

:: 4 ::

5. It will be appreciated that on account of delay on your part in fulfilling the basic requirements the main work could not a commenced as intended at the time of Agreement dt.18.12.1392.

Our amount of 3.12.00 Lachs thus paid to you is locked up with you ath no gain or development for more than a year, on other hand we are loosing interest on 12 Lachs.

6. In the circumstances stated above, it would be fair on your part to treat the date of delivery of possession of site as 28th Feb. 1994 and time for completion of payment or balance with interest shall be reckneed with reference to 28th Feb. 1994 (as intended in the covenants 1,7,8,12 etc of Agreement of Sale.) All other terms and conditions remaining same.

we do hope that as a person on the spot conversant with physical conditions of site and the delays detailed above, you will convence your principals on the shifting of date to on 28th Feb. 1. due to the reasons mentioned coove.

As this reply is being furnished by me (G.S.Prakash Rao) in the capacity of Director of the Company. I am not replying separate on your letter addressed to me in person.

Thanking You,

Yours faithfully,

for M/S. H.P. CONSTRUCTIONS PVT LET

Director, (G.S. PRAKASH RAO)

Encl:-

Four Photographes showing the Drainage line still not shifted.

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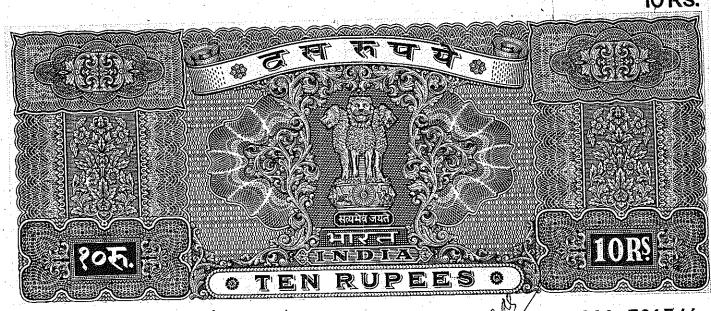
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ANDHRA PRADESH

00AA 301746

K. SRINIVAS E.V.L. No. 26/98, R.No. 39/2004 City Civil Court,

IN THE COURT OF THE I ADDL. CHIEF JUDGE: CITY CIVIL COURT: SECUNDERABAD.

C.S.No. 18 of 04

and

Between:

Gurudev Diddha peeth

..plaintiff

. . De fendent

H.P.Constructions

w ∋f Judge: C.C.C.Se c'bad. Exhibit Sp Court of the Ill want Chi a 0.5.No. 16 of 04

producedby; plaintiff

Admitted or proved by PoW-I on 26-9-01

Marked as Ex.A.

Sd/- I Addl. chief Judge, Sec'bad.

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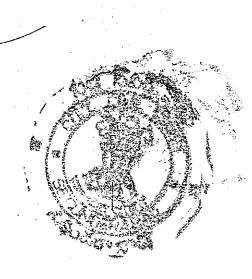
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H. P. Constructions Private Limited 1-4-879/72/A, Gandhinagar, HYDERABAD-500 380

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- f) It is pertinent that in terms of Agreement dated 18.12.1992
 Clause 7 on page No. 7 Clearance from the Urban land Ceiling
 has to be obtained by you. The said Urban land Ceiling
 Certificate could be obtained and furnished it to me by you
 on 16.09.1993 only. With out ULC Certificate, the HUDA
 Officials refused to process it further and this thing was
 brought to your Notice by me and my agent Mr. Bedi humber of times.
- g) In terms of covenent on page 8, this Vendor is expected to permit the construction work immediately, the said clause is reproduced below:
 - "12. The consenting party shall delivery vacant occupation of the property in as it is where it is condition (excluding the structures standing thereon) to the vendee on payment of Rs.12.00 Lakas. The Vendor shall also permit the vendee to start construction work immediately."
- h) By September, 1993, the entire area was water logged due to Rains and it has not dried up even to date. Further, the existing drainage lines passing through the site which is conected to your Soham Mesission and S.M.Modi Commercial Complex (Ran Boxy) though brought to your Notice in the month December, 1992 itself and you have agreed to be shifted but this has not so far been attended to.

Contd....4.



H. P. Constructions Private Limited 1-4-879/72/A, Gandhinagar, HYDERABAD-500 380

It will be appreciated that on account of delay on your part in fulfilling the besic requirements the main work could not be commenced as intended at the time of Agreement dt.18.12.1992.

Our amount of Rs. 12.00 Lakhs thus paid to you is locked up with you with no gain or development for more than a year, on other hand we are loosing interest on 12 Lakhs.

In the circumstances stated above, it would be fair on your part to treat the date of delivery of possession of site as 28th Feb. 1994 and time for completion of payment or balance with interest shall be reckoned with reference to 28th Feb, 1994 (as intended in the covenants 1,7,8,12 etc of Agreement of Sale.) All other terms and conditions remaining same.

we do hope that as a person on the spot conversant with physical conditions of site and the delays detailed above, you will convence your principals on the shifting of date to on 28th Feb. 1394 due to the reasons mentioned above.

As this reply is being furnished by me (G.S.Prakash Rao) in the capacity of Director of the Company. I am not replying separately on your letter addressed to me in person.

Yours faithfully,

for M/S. H.P. CONSTRUCTIONS PVT LTD.

(G.S. PRAKASH RAO)

Four Photographes showing the Drainage line still not shifted.

Encl:-



In the Court of the III Senior Civil Junge

C. C. SECUNDERABAD.

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US Senior Civil Uudge

Date: 28/03/1994.

To

1) M/s. H.P. Constructions (Pyt.) Ltd., 2) Sri Prakash Rao, H.No. 1-4-879/72/A. Gandhinagar, HYDERARAD.

Sir.

This is in further reply to your reply dated 24/03/1994 to my earlier letter. Your entire reply is a misconstruction of the agreement. As can be seen from claused of the agreement, the time for payment of the entire balance is to be made within one year from the date of delivery of possession of the property which is the subject matter of the agreement. In pursuance of the agreement, dated 18/12/1992, the wagant possession of the property was delivered on the very same day ie., 18/12/1992. There is no link between the payment of balance consideration and with a production of a Cortificate to Urban Land Celling and Income-Tax Departments. There is a deliberate attempt to misconstrue the clauses of the agreement. virtue of clause-3, we have become entitled to claim interest on the balance of the sale consideration with effect from 18/12/1993. allegation that the entire area had become water-logged after excavation is not our concern. To say that it remains water-logged now, is totally incorrect.

From your reply, it now appears that you are unwilling or unable to adhere to the terms of the agreement. If you fail to comply with the demands contained in my earlier letter, the consequences mentioned in the agreement would follow without further reference to you.

Thank you.

Yours faithfully.

(Satish Modi)

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In the Court of the III Senier Civil Judge
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ANDHRA PRADESH

5.V.L. No. 26/98, R.No. 39/2004 City Civil Court, SECUNDERAHAD.

IN THE COURT OF THE I ADDL. CHIEF JUDGE: CITY CIVIL COURT: SECUNDERABAD.

C.S.No. 18 of 04

and

Between:

Gurudev Diddha peeth

..Plaintiff

.Defendent

H.P. Constructions

THATAL Chart Judge: C.C.C.Sec'bad. Court of the Illast . Chie

Producedby: Plaintiff Admitted or proved by PoW. an 26-9-01

Marked as Ex.A.

sd/- I Addl. chief Judge, sec'bad.

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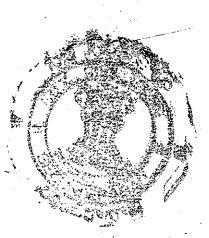
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H. P. Constructions Private Limited 1-4-879/72/A, Gandhinagar, HYDERABAD-500 380.

:: 2 ::

- e) The excavation was done in all the good faith and on your assurances that the other obligations like removal of drainage lines and obtaining requisite certificates will be abtained by you in matter of days. To our utter dis-appointment and dismay you having failed to fulfill your obligations the site got water logged as no further progress could be attended and the monsoon/rains set in causing water logging.
- f) As convenanted the land usage from Industrial Zone to Commercial Cum Residential Zone has to be obtained for under taking the development activity and for approching the Authorities. In this connection Urban Land Ceiling Clearance is must and essential. Which you could obtain only on 16th Septermber, 1993. Hence we are prevented till that dated to under take planning, and were also unable to get necessary sanctions and permissions from the concern departments and also unable to take up development and construction activity.
- 2. On the specific points and issues raised in our letter dated 24th March, 1994, you had been silent and evaded reply which would tantemount to admission on your part of the facts stated there to.
- 3. We are ever willing to adhere to the terms of the Agreement. The demands made by you in your parlier letter dated 26th February, 1994 are not only contrary to the Agreement terms but also are unconsionable.
- 4. On your part your have failed to fulfill the obligation under taken through our agreement and for due fulfillment of the Agreement and we therefore reserve our right to claim suitable damages, compensation, and lossess.
- 5. If any steps of cancelling the Agreement as threatened in your letter above cited are taken you will be doing so at your own risks and cost, please note.

Contd...3.



H. P. Constructions Private Limited 1-4-879/72/A, Gandhinagar, HYDERABAD-500 380

EXAL

To
Sri Satish Modi,
1-10-72/2/3,
Begumpet,
HYDERABAD - 500 016.

Dated 31st March, 1994.

Dear Sir,

In response to your letter dated 28th March, 1994, we are obliged to state at the outset, that the facts relating to delivery of position of the property to enable us to take up the development and construction as intended in our Agreement signed and delivered, on the 18th December, 1992, are absolutely distorted and misconstrued in view of the details here under:-

- a) Clause I of the Agreement has to be read in full, in any case the said clause alone cannot be read in isolation.
 - b) The essence of the Agreement in so far as we are concerned was to take up immediate development activity on this property, which you are aware and in the letter dated 18th December, 1992, where in not only the occupation of premises was spelt out, but also specific Authorisation to start the construction work at our earlist convenience was intended and Authorised.
 - c) In order to take up the construction activity as intended by the parties, the physical and incidental, pre-requisities i.e. free and vacant position of the property, certificate of Urban Land Ceiling, Clearance of Income-Tax Department are essential.
 - d) Even the drainage lines passing through the site, agreed to be shifted have not been done. Evidently the shifting of material and structures of the work shop agreed to be completed by end of December, 1992 was completed by you in last week of April, 1993 only.

Contd...2.

H. P. Constructions Private Limited 1-4-879/72/A, Gandhinagar, HYDERABAD-500 380

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6. In the circumstances, we suggest to consider the real facts and arrive at equitable settlement in our interest and to avoid any litigation in this regard.

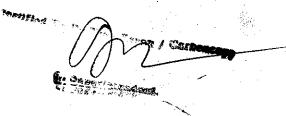
7. As this reply is being furnished by me (G.S. Prakash Rao) in the capacity of Director of the Company, I am not replying separately on your letter addressed to me in person.

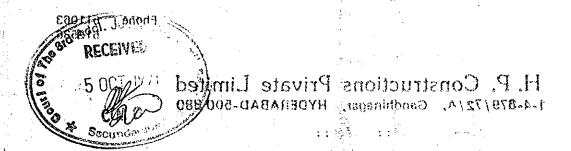
Thanking You,

Yours faithfully, for M/S. H.P. Constructions PVT LTD,

Director,

(G.S. PRAKASH RAO)







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ANDHRA PRADESH

00AA 301748

3, V.L. No. 26/98, R.No. 39/2004 City Civil Court, SECUNDERABAD,

IN THE COURT OF THE I ADDL. CHIEF JUDGE: CTUY CIVIL COURT: SECUNDERABAD.

C.S.No. 18 of C4

Between:

..plaintiff

Gurudev Diddha peeth

and

..Defendent

H.P. Constructions

Exhibit seal Court of the Illand 1. Chief Judge: C.C. C. se c'bad. 0.5.NO. 15 of 04

Producedby: Plaintiff

Admitted or proved by PoW-I on 26-9-01

Marked as Ex.A.

Sd/- I Addl. chief Judge, Sec'bad.

//certified to be true copy//

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of (Pate, Brians, of the sale)

H. P. Constructions Private Limited 1-4-879/72/A, Gandhinagar, HYDERABAD-500 380

Dated 16th August, 94.

To

- 1) Shri Satish Modi, H.No.1-10-72/2/3, Begumpet, HYDERABAD - 500 016.
- 2) M/s. GURUDEV SIDDHA PEET H No.1, Gammshpuri, Taluk Bhiwandi, Dr.Thane, Maharastra State, Fin- 401 206.

Dear Sir(s),

Sub:- Agreement of Sale - Premises No.187/3, and 4/8 Karbala Maidan, Secunderabad.

Ref:- In continuation of My letter dated 31st March, 1994 and the discussions we had.

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- We reiterate that the essence of the Agreement was to take up developmental activity on the subject property.
- 2. As clarified in our previous letters on account of not giving free and vacant possession of the property, deday in obtaining Urban Land Ceiling (ULC) clearance and Non-removal of drainage lines and manholes and delay in shifting of materials and structures (Which were completed by you by the and of April 1993) no developmental activity could be undertaken by us.
- 3. You are also aware of work done of excavation of cellar and efforts made for planning and execution of the project by us.
- 4. In fact, keeping the above facts in view we as vendee has been authorised to enter upon the property for the purpose of undertaking developmental work, immediately on entering the property.

Contd..2..



H. P. Constructions Private Limited 1-4-879/72/A, Gandhinagar, HYDERABAD-500 380 Dated 16th August, 94.

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- Further, as Vendor you agreed to register sale deed(s) in favour of the Vendee or its Nominees. The sum of Rs. 12,00,000/- was paid to you, on the assurance and agreement of delivery of vacant Possession and occupation of the property and to start the construction by us.
- The very purpose of the Agreement i.e., development of property has to be deferred due to the various delay on your part cited above.
- We have been requesting you to come for a nagotiated settlement 7. inspite of the fact that you have not fulfilled the terms and conditions of the agreement from your end. Thereafter, after several letters from our end negotiations were held recently. But you have backed out again from the terms and conditions agreed It is now clear that you are not willing to co-operate upon orally. in this matter. We have already invested huge amount and the money is blocked with no fruitful use or benefit. During the course of the negotiations you have also threatened to go to court and ensure that the entire programme is stalled. Such action would only result in further blocking of our funds, men and material without any fruitful results. Besides this, you have also been threatening, otherwise, All these actions on your part are making us apprehensive and in such circumstances, we are forced to put a complete stop in further planning and execution of this project.
- 8. We are, therefore, obliged to place on record the following:
 - a) The property could not be developed and further work is stand still.
 - b) You were to deliver possession by the end of December, 1992 and you could not deliver it in a complete and fit manner for undertaking development even now. When you delivered the site on removal of structures in end of April, 1993, we immediately undertook cellar

Contd..3.



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H. P. Constructions Private Limited 1-4-879/72/A, Gandhinagar, HYDERABAD-500 380

Dated 16th August, 94.

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Excavation and completed by middle of May, 1993. During the said excavation drainage under ground lines and Manholes got exposed which are connected from your "SOHAM" Building on East side of this property and diversion/removal of these lines was not done by you as promised till today. The rains have started by then on account of which the water accumulated at the site in the cellar. Inspite of Installing pumps the water could not be removed. We had also invited civil engineering experts to suggest the course of action. They have opined that the water cannot be removed as the water got accumulated on account of seepage from the "Hussain Sagar" lake which is quite common and that the work can be undertaken only during summer when the water level will receede and thereafter water proofing can be done and therefore no development could be taken up. This is how almost 20 months are lost on account of delays/defaults on your part. Added to that you have been threatening of some speculative litigation and otherwise thus making us more apprehensive. On account of these aspects we are unable to undertake further development activity.

- As per clause 4 on Page 6 of Agreement dated 18th December, 1992, that for common passage (Road) of 10'-0" wide to be left on north you were to obtain required consenting letter prior to handing over occupation (Handing over of site) and this has not been cone till date inspite of reminding you on several occasions.
- 9. As discussed in the negotiation we place on record the following:
 - a) We had paid a sum of Rs.12,00,000/- to you in part performance of the Agreement of Sale. The said sum of

Contd..4..



H. P. Constructions Private Limited 1-4-879/72/A, Gandhinagar, HYDERABAD-500 380 Dated 16th August, 94. :: 4::

Rs.12,00,000/- was paid to you and acknowledged by you. We, as developpers and purphasers, are not receiving any benefits and on account of the circumstances mentioned above we are prevented from developing the property. Hence, we claim interest at 18% per annum on the said amount of Rs.12,00,000/- till the date of obtaining clearance and till clear possession of the site is given to us to undertake the developmental Activity.

- for the purpose of developing and we have to develop and sell the same as per the Agreement dated 18th December, 1992. The physical possession was agreed to be given on the same day. However, on account of later development and thereat of court action as well as otherwise from your end, the delay has resulted in increased cost of construction by way of increase in rate of steel and cement and other materials as well as Labour Rates and the same shall be to your account after due calculation till the Final settlem nt of the above mentioned differences.
 - on account of delay in handing over vacant and clear possession, obstacles created by you the last working season could not be made use of and we have once again come to non-working/rainy period. As stated above, the site is just opposite to the Hussain Sagar Lake and any increase in water level in the late results in rising of water level in the excavated cellar portion.
 - d) After undertaking the excavation work we came across drainage and man-holes existing in the site. This fact was not made known tous at the time of when we entered into Agreement of sale. When this fact was brought to your Notice you have agreed to remove the same, but you have not removed till date. We are not in a position to undertake further work on account of this also. Unless these are removed we cannot undertake further developmental work.

Contd..5..



H. P. Constructions Private Limited 1-4-879/72/A, Gandhinagar, HYDERABAD-500 380 Dated 16th August, 94. :: 5::

e) The premises is having 3 Phase electrical connection and MCH property Tax assessment and Land Tax. Till actual physical possession is available to us the arrears in respect of this have to be cleared by you.

We came to know that the electric meter box and meters are taken by you informing our chowkidar that we have permitted you to do so which is false and untruthful. Please therefore restore the electric connection immediately which is a part and parcel of this property. As regards MCH tax clearance, unless tax is paid upto date, MCH will not accept the plans for sanctioning and according sanction. Please therefore forward upto date MCH Tax and Land Tax and hand over tax receipts. Though we had been asking for the said receipts for last several months you failed to give till date.

- f) On account of any change in MCH bye-laws, regulations, HUDA Regulations etc., such other outgoings viz., additional fees tax or by way of Change/Reduction in FSI, resultant lossess/Damages are to be borne by you.
- g) So far we have spent about %.6,00,000/-(Rupees six lakhs only) by way of excavation of Cellar, expenditure in HUDA, consultancy and other such works. This amount was also blocked and is not fetching any returns on account of your lapses, therefore, you are, liable to pay interest at the Rate of 18% per annum on this amount also.
- h) We have kept our watch and ward staff from last week of April, 1993 without any developmental activity and inspite of the constrains posed by you. While on one hand we are unable to undertake further developmental activity we are forced to incur these expenses. The expends so incurred by us will be to your account.

Contd..6..



H. P. Constructions Private Limited 1-4-879/72/A, Gandhinagar, HYDERABAD-500 380

Dated 16th August,94.

:: 6 ::

During the course of negotiations and subsequently you 10. have been threatening us with some speculative legal action. In the event of your approaching any court of Law, we will defend ourselves at your risk and cost.

Not only you shall be held responsible for our losses on account of your defaults and delays as pointed out in paras 8 and 9, but also any interest Liability on us contemplated in Agreement dated 18th December, 1992. Shall only be effective and valid from the date of making available the site by you fit for undertaking developmental activity by us. Free from all hindrence pertaining to site factors (For which you are liable) as well as free from propospective Legal delays/Actions.

Thanking you,

Yours faithfully, for H.P. CONSTRUCTIONS PRIVATE LTD.,

Director.

Note:-

For M/s Gurudev Siddha Peeth.

Copies of following earlier correspondence exchanged between us and Shri Satish Modi, are enclosed to give you complete glimpses of the differences that have arisen.

- i) Copy of Shri Satish Modi, letter datad 27.02.1994. addressed to us.
- ii) Copy of H.P. Construction(P)Ltd., 1r. dated 22.03.94, addressed to Shri Satish Modi,
- iii) Copy of Shri Satish Modi, 1r.dated 28.03.1994.addressed to us.
 - iv) Copy of H.P. Construction Pvt Ltd., Lr. dated 31st march, 1994. addressed to Shri Satish Modi.

for H.P. Constructions.,



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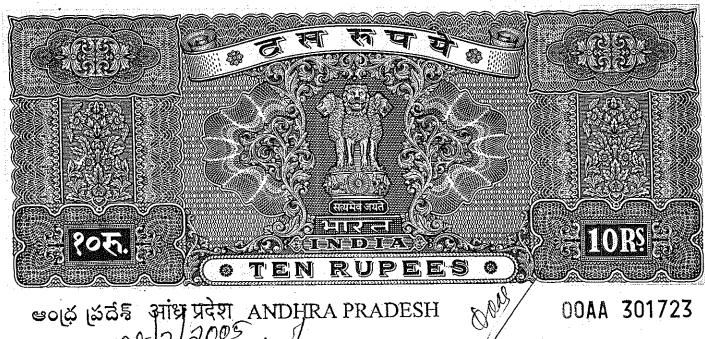




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ANDHRA PRADESH आंध्र प्रदेश

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K. SRINIVAS S.V.L. No. 26/98, R.No. 39/2004 City Civil Court. SECUNDERABAD.

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Off: 847510 Phs.: 845180 Res: 811428

GURUDEV SIDDHA PEETH

(Secunderabad Construction)



1-10-72/2/3, Begumpet Road, FYDERABAD-16.

Date: 1-9+1994.

To:-

M/s.H.P.Constructions Private Ltd., 1-4-879/72/A, Gandhinagar, HYDERABAD-500 380. Ex AB

Sirs,

Please refer to your letter dated 16-8-1994, with reference to the Agreement of Sale of Premises bearing No.187/3 and 4/8, situated at Karbala Maidan, Ranigunj, Secunderabad. In reply thereto, we have to ask re-state as follows:-

Your letter is an obvious attempt on your part to wriggle out from your obligations under the agreement of sale. All the adverse allegations contained in your letter, are hereby denied as false and baseless. The present attempt on your part to raise several issues which are non-existence, clearly establishes the fact that you are not in a position to fulfill the terms of the contract.

Your letter makes no reference to the correspondance eminating from our side. In our previous letters, we have amply clarified our position in the matter, we reiterate what has been stated by us in our earlier letters.

It is absolutely incorrect to allege that there was any delay in giving free or vacant possession of the property in pursuance of the agreement. In fact, we had

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RECEIVED delivered possession of the property on the date of the agreement to enable you to carryout the developmental activity. This has been acknowledged by you in the Agreement and also by a separate letter. The obtaining Secunder of clearance under the Urban Land (Ceiling and Regulation) Act, had nothing to do with your developmental activity. The said clearance and the necessary certificate under the Income-tax Act, were to be obtained before the finalisation of sale in your favour. We have obtained the clearance under the Urban Land (Ceiling & Regulation) Act, through the agency suggested by you. It is absolutely false to allege that the development of the property had to be deferred due to any dalay on our part, as alleged. It is clear that you are unable to adhere to the terms either due to financial constrains or due to other reasons best known to you.

while it is true that you have approached us for a fresh negotiation, it is not due to the ableged non-fulfilment of the terms on our part, but due to the laches committed by you. Inspite of our being prepared to negotiate the re-scheduling of the payments due by you under the agreement, you have not shown any clear indication to come to terms. It is therefore, false to allege that we have backed out from any terms and conditions alleged to have been agreed upon verbally. In view of the fact that the property is owned by a Charitable Trust, we have always been anxious to complete the transaction for mutual benefit. The alleged blocking of funds was entirely due to the failure on your part to mobilise resources for the completion of the Project. You have been unable to obtain Municipal sanction for the

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An

Off: 847510 Phones.: 845180 Res: 811428

GURUDEV SIDDHA PEETH

(Secunderabad Construction)

1-10-72/2/3, Begumpet Road, HYDERABAD-16.

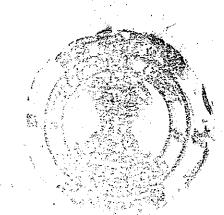
-: 3 i-

plan submitted by you and that is the main reason for the delay in completion. Eventhough it is nearly 20 months since the agreement was finalised, you have done precious little by MEYRE way of developing the property, except for making excavation that too without necessary permission.

Though, it is not necessary for us to answer the allegations in para-8 of your letter, we are doing to lest it should be construid that there is any implied admission on our part.

It is absolutely false to say that we did not deliver possession of the property in a complete or fit manner for wid undertaking development eyen now. false to say that we delivered the site by removing the existing structures only by the end of April, 1993. The possession was delivered on the very same day of the agreement and the structures were removed by us expeditiously. The allegation that the under ground lines and Manholes from the neighbouring building are any way effecting your developing work, is false. The allogation that water accumulated at the site after the rains, is again false. The situation of the land was known to you at the time of entering the agreement. In any event, the delay on this count, cannot be attributed to us. The allegation that we have been threatening you with any speculative litigation, is again false. In fact, after finding that you were systematically delaying the completion

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of the Project, that we were constrained to address letters after patiently waiting for more than 14 menths. You have not undertaken any activities due to your incapacities and you are now trying to shift the blame on us, falsely and with ulterior motives. It may be stated here that you have taken-up the excavation without a sanctioned plan and in the process, encroached into the plot belonging to the neighbour on the southern In so far as the common passage is concerned, you are well aware that there is already an existing passage of 20 ft., width and no objection has been received from the neighbour. In any event, the fulfilment of Clause Nol 4 is not a condition precedent for your developmental activity or the carrying out the terms of the agreement bym you. You are raising this Rogy Bogy for the first time in order to escape your obligations under the agreement.

With regard to the allegations in para-9 of your letter, the proposed conditions are absolutely unacceptable to us. There were no discussions on the lines proposed by you and we cannot agree to any of these terms. In fact, the negotiations were confined only for re-scheduling the payment of amounts due by you. The very fact that you are raising issues not forming part of the original agreementk indicates that you have committed breach of the terms thereof. In so far as the alleged removal of Electricity Meter, there was no term with regard to the same in the original agreement. As the Builder interested in developing the property, it is entirely upto you to obtain a fresh Meter. With regard to the Municipal taxes, our liability to pay the same,

Contd....5.



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GURUDEV SIDDHA PEETH

(Secunderabad Construction)

1-10-72/2/3, Bogumpet Road, H Y D E R A B A D - 16.

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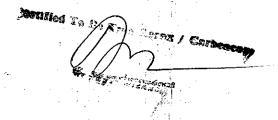
exists up to the date of sale in your favour. The previous tenant has paid the taxes up to 31-3-1992. Thereafter, the Corporation has not issued any demand notice. Even this is no hindrance to your developmental mexicactivity. As you have failed to perform your part of the original contract, it shood cancelled by virtue of terms thereof.

You are hereby called upon to re-deliver possession of the property to us immediately, failing which, we will be constrained to take necessary action against you through a Court of Law, holding you liable for all costs and consequences thereof.

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Yours Saithfully, for GURUDEV SIDDHA PEETH.

(SATISE MODI)





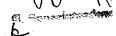


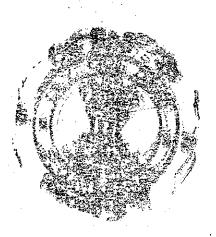


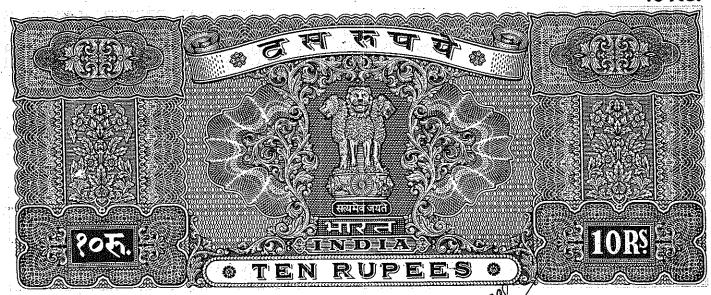
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S.No. Date Bala 70 Par

Name C. Bala 70 Par

S/o. Dyo. Wo Chemidsa Mouli

For Whom Self

K. SRINIVAS

s.v.l. no. 26/98, R.No. 39/2004

City Civil Court

SECUNDERABAD.

IN THE COURT OF THE I ADOL. CHIEF JUDGE: CITY CIVIL COURT ISECUNDERABAD.

O.S.NO. "18 OF 04

Betyeen:

Gurnday Diddha peeth

..Plaintiff

and

H.P.Genstructions

. . De fendent

court of the # Addition 318/84

0.5.No. 18 of 04

Producedby: Plaintiff
Admitted or proved by P.W.I on 26-9-01
Marked as IN.A.

Sd/- I Addl. onief Judge, Sec'bad.

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Phone: 611063 612536

REGD. POST WITH ACK DUE

H. P. Constructions Private Limited 1-4-879/72/A, Gandhinagar, HYDERABAD-500 380

Ex 614

Dt: 26th Sept.1994

To

1. Sri Satish Modi, H.No. 1-10-72/2/3, Begumpet, Hyderabad - 500 016.

 M/s. Gurudev Siddha Peeth, Np.1, Gammshpuri, Taluk Bhiwandi, Dt. Thane. Maharashtra. Pin: 401 206.

Sir(s)

Sub: Agreement of sale - Premises No.187/3 and 4/8 Karbala Maidan, Secunderabad.

Ref: 1. Your Lr. dated 28.3.1994 & the discussions.
2. Our Lrs. dt. 31.3.1994 and 16.8.1994.
3. Your reply dated 1.9.1994.

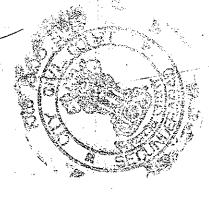
- 1. Please refer to your letter dt. 1.9.94. We reiterate what all we said in the letter dt. 16.8.94.
- 2. As a matter of fact till date complete and effective vacant possession of the property is not handed over to us.

 Your contention that the possession was delivered on the date of the agreement is not correct and hence denied. In fact you obtained a letter from M/s. Indian Iron and Steel Corporation, at that time wherein you assured to shift from the premises by the end of December, 1992. However you did not shift.

 Only token possession was taken on 18.12.1992 and the same was entered in the agreement as that day happened to be an auscipious day. Infact, complete vacant possession is not given till date. It was stated in our letter dt. 16.8.94 that unless the entire land is delivered to us after removing all the hurdles we cannot undertake the developmental activity. It is also clear that you have not removed the underground drainage lines and man-holes of the Soham building rudning through this land, till date.

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We once again state that we could not complete the work polety on account of delays/latches on your part. Even sended to premises is water-logged and you were to give MCH tax receipts and land tax receipts upto date to enable us to apply for sanction plan you have not given us todate. As such we are unable to undertake any further development acitivity. You are very well aware of this fact.

- 4. In reply to the contention made by you in un-numbered paragraphs 2 at page 2 of your letter dated 1.9.94, we reiterate that we have been always ready and willing to negotiate and settle the matter amicably including re-scheduling of the terms and conditions of the payments as per prevailing conditions. We are prepared for discussions of the same even today. Your further contention that you are anxious to complete the transaction, for mutual benefit is devoid of truth. We have no difficulty to mobilise the resources and develop the property for sale. The hindrances and delay on your part have prevented us to obtain the municipal exaction and commence the construction and to put to sale the property to prospective buyers; even though we have several enquiries, in view of your non-co-operation, we are not in a position to commit to the prospective buyers.
- 5. The further allegations levelled against us is not correct. We have done substantial work as brought out in our letter dated 16.8.1994, where within the frame work and rules. When we are not in a position to apply for sanction due to your non-co.operation, how can we start illegal construction. The further works could not be undertaken for the reasons enumerated in our various letters and also the preceeding paras of this letter.

Mhoo



Phone: 611063 612536

H. P. Constructions Private Limited 1-4-879/72/A, Gandhinagar, HYDERABAD-500 380

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- 5. Further inspite of having knowledge of the state of affairs at the site, you have failed to bring to our notice deliberately.
- 7. In any case there is no question of cancellation of the contract in as much as there are no latches, breaches or violations on the terms and conditions of the Agreement on our part.

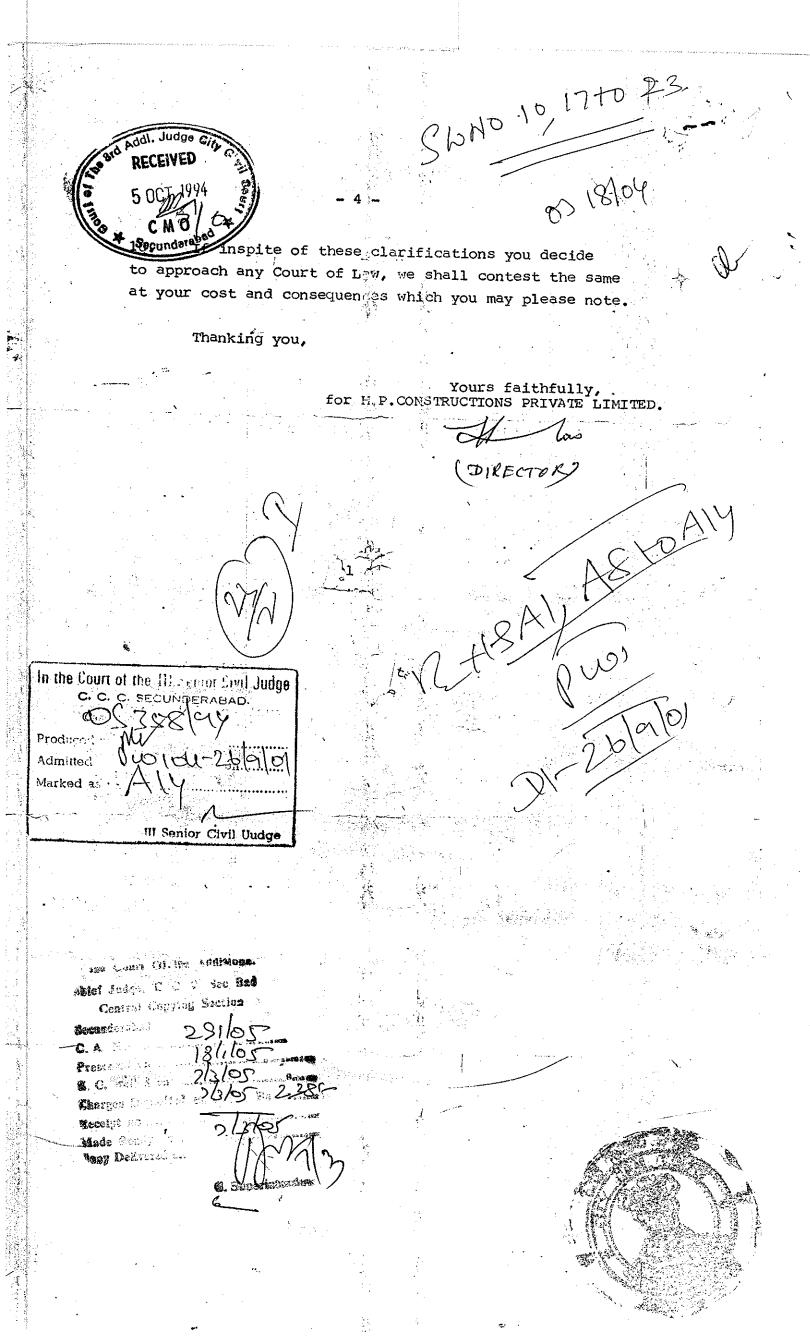
Admittedly, you have not paid taxes from 1.4.1992 to date you will note that our agreement iself was entered into on 18.12.1992 and we have no obligation to pay taxes either under the terms of Aget ent or under the common law till you register the proceed by the common possession is available to us (without any hurdles).

- 8. In the circumstances, there is no question of redelivery of possession of oss property to you. We have invested huge amount in the evelopment and made substantial payments to you and did work to the extent possible including purchase and collection of cement, huge advances were paid to suppliers and labour contractors and in view of agreement of ours, and our willingness, to go ahead with construction and complete the project, we are calling upon to you comply we the minimum requirements as in para 9 below.
- 9. You are therefore once again called upon to comply with our request as per letter dated 16.8.1994, forthwith to enable to us to develop the property and complete the project.

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For Whom.

S.V.L. No. 26/98, R.No. 39/2004 City Civil Court SECUNDERASAD.

In this crim of that addingues Joden City Civil Courses Musicabada 6.8.No. 15 of 04

Egtycen:

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H.P. Constrictions

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Producedby: Plaintiff Minimized or proved by Pakai on 26-9-01 Marked as 34.A.

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ఆశాని క్రామం కారాలు కాండక్స్ కొంచుక్

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C-SEC. BAD



REGISTRATI(AND STAMPS DEPARTMENT/ రిజిస్టేషన్ మ ముస్తాంపుల్లాళాఖ GOVERNMENT OF ANDHRA PRADESH/ಅಂಥ್ರವರೆಕ್ಟ್ ಪ್ರಮತ್ಯಂ

MARKET VALUE ASSISTANCE/ಮೌರ್ಗ್ಯಿಟ್ ವಿಲುವಲ ನವ್ಯಯಂ

1606 SECUNDERABAD

SRO Namesನಪ್ ರಿಜೀಫ್ತುರ್ కాರ್ಯಾಲಯಂ పేరు :

19-09-2001

Request No./అభ్యర్థన సంఖ్య :

Page:

Transaction/లావాదేవీ :

Sale Deed 943

DETAILS OF LAND/ಜ್ಯಾಮಿ ವಿವರಮುಲು

Block No./ಪ್ತ್ ನಂ. Ward No./వాక్డ్ నెం.

Municipal Corporation

Hyderabad M.G.ROAD

Habitation/Locality/నివాస స్థలము

Survery No./నవ్వే నం.

Village/Town/గామము/నట్లబము

Local Body/స్థానిక సంస్థ

Commercial

Nature of Use/ఏ ఉపయోగార్జము

5-4-187/384/8, 18,000 2331 Extent/30-0530

House No./ಇಂಟಿ ನಿಂ.

Sq. Yards

Unit Rate (Rs.)/యూనిట్ ధర (రూ.)

DETAILS OF STRUCTURE ಪಟ್ಟಡೆಯುಲ ವಿವರಮುಲ

Stage of Construction/Juge 64 No. of Ficors/awgo అంతన్నుల నం. Builtup Area/ลิอาฮ์ อิรายรูล์ม

Structure Type/నిర్భాణం పద్ధత

Flat(Y)/Non-flat(N)/ఫైద్ (అ) నాన్-ఫైద్ (కా)

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DETAILS OF VALUATION/ನಿರ್ಧೇಂಪಬಡಿನ ವಿಲುವಲ ವಿವರಮುಲು

Rs. 300 4, 19, 58, 600 cture Cost/shdaw 2005

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Land Cost/భూమి ವಿಲುವ

Rs. 4,15

Market Value/మర్కెచ్ విలువ

Transfer Duty/బదలాయింపు నుంకము DUTY/FEE PAYABLE/ಡಿಲ್ಲಿಂಜವಲನಿನ ಯನುಮು

Total/3wgo

Ra. 20,97,915 Rs. 56,64,640

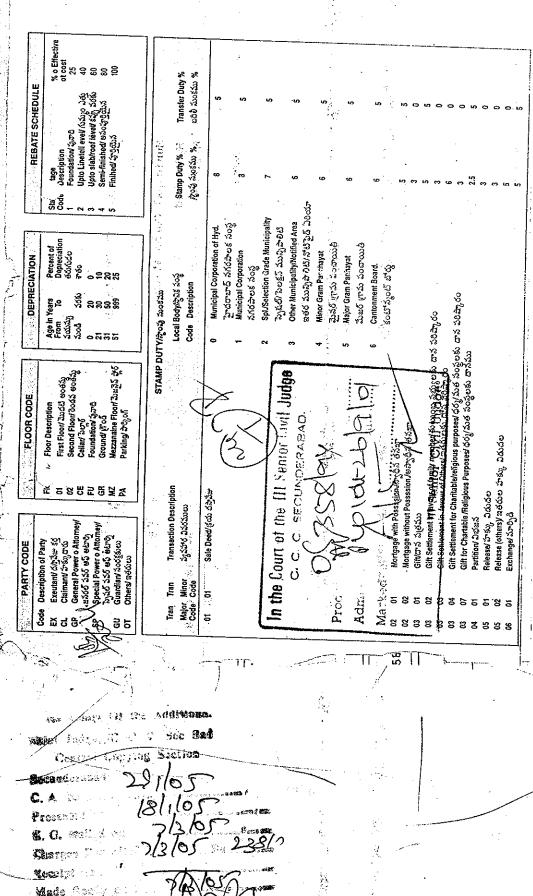
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గముక : 1. The Values shown are valid till the next general revision/మామన విలువలు తదుపరి సవరణ వరకు అమలులో ఉంటాయి. Document has to be executed on stamp paper worth (Stamp Duty+Transfer Duty), outside twincities.

Rs. 2,10,045 Ra. 33,56,680

Regitration Fee/రిజిడ్హేషన్ రుసుము Stamp Duty/స్తాంపు నుంకము :

జంటనగరముల పరిధి మినహాయించి మిగిలిన (చదేశములలో స్పాంషి మంకము మరియు బదలాయించి మంకము మొత్తం స్పాంపు పేవడు సై దప్రైజ్ (రామకొనవచ్చును





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00AA 301734

K. SRINIVAS |3,V.l. No. 26/98, R.No. **39/2004** City Civil Cou**rt,** SECUNDERABAD.

IN THE COURT OF THE I ADDL. CHIEF JUDGE: CITY CIVIL COURT: SEC'EAD.

C. S. NO. 18 of 04

Between:

Gurude v siddha Peeth

..Plaintiff

and

H.P. constructions

• De fendent

Exhibit Seal

Court of the IIIrd Senior civil Judge: C.c.c.sec'bad.

0.S.Nc. 358 of 04

Producedby: Defendent

Admitted or proved by P.W.I on 2-1-03

Marked as Ex.B.

sd/- IIIrd senior civil Judge,

//certified to be true copy//

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2 2 FEB 2005

VC-SEC BAS

ON GOVERNMENT & RAILWAY LIST

STRUCTURAL ENGINEERS

REGISTERED STOCKISTS OF IRON & STEEL APGST./SEC/05/1/1743/1973-74 CST./SEC/05/1/1567/1973-74

The Indian Iron &

Steel Corporation

8571, R.P. ROAD, P.B. No Opp. KARBALA M. SECUNDERABAD-5

SSI Registration No. 01/08/40725/2MT/SSI dt. 4-10-77 GRAMS: "STEELCO" TELEX: 0425 6791 M

your ref :

our ref :

date :

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EX-D1

RES: 1 DIRECT: 8 OFFICE: 8

Stockists of : ANGLES ROUNDS I PLATES SHEETS WELDED MES

Dt. 18.12.1992

TO WHOMSOEVER IT MAY CONCERN

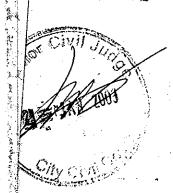
This is to confirm that we are in the process of shifting the materials and the structures from the work shop premises bearing M.C.H.No.5-4-187/3&4/8, situated at Karbalas Maidan, Ranigunj, Secunderabad. We hope to complete the shifting on or before the end of this month. Hope you will find this in order.

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For the Indian Iron & Steel Corporation.



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In the Court of the III Simist Civil Judge

C. SECURSETABAD.

Produced as Ex. (2)

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Team May 2013 Total Que.

AGREÉMENT OF SALE

THIS AGREEMENT OF SALE IS MADE AND EXECUTED AT BEGUMPET, SECUNDERABAD ON THIS THE 18th DAY OF DECEMBER, 1992, BY AND BETWEEN:

1. GURUDEV SIDDHA PEETH, A PUBLIC CHARITABLE TRUST, REGISTERED UNDER THE BORBAY PUBLIC TRUSTS ACT, 1950 VIDE PTR NO. A-484 (THANE) WITH ITS OFFICE AT 1, GANESHPURI, TALUKA BHIWANDI, DISTRICT THANE, MAHARASHTRA STATE - 401 206, REPRESENTED BY ITS

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 its all Trustees successors in Office/Trust of the one part).

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2. SRI SATISH MODI, SON OF SRI MANILAL C MODI, HINDU, AGED 48 YEARS, OCCUPATION BUSINESS, WITH HIS OFFICE AT PREMISES NO.1-10-72/2/3, BEGUMPET, HYDERABAD - 500 0016 AND RESIDING AT THE SAME ADDRESS, II nd FLOOR.

hereinafter called the CONSENTING PARTY (which expression unless repugnant or inconsistent with the subject or context shall mean and include not only the said CONSENTING PARTY but also his heirs, executors, administrators and assignees, etc.,)

IN FAVOUR OF

M/S. H.P. CONSTRUCTION PVT. LTD., REGISTERED OFFICE AT GANDHINAGAR, HYDERABAD, REPRESENTED BY ITS DIRECTOR SRI G. S. PRAKASH RAO, SON OF SRI G. SHANKARAIAH, HINDU, AGED 48 YEARS, OCCUPATION BUSINESS, RESIDING AT HOUSE NO. 1-4-879/72/A, GANDHINAGAR, HYDERABAD.

hereinafter called the VENDEE (which expression unless repugnant or inconsistent with the subject or context shall mean and include not only the said VENDEE but also its heirs, executors, administrators, successors and assignees of the other part).

WHEREAS the Vendor is the sole, absolute and exclusive owner of Workshop Premises bearing Nos.187/3 and 4/8, admeasuring 2,331 Sc. Yards or 1,949 Sq.Meters situated at Karbala Maidan, Ranigunj, Secunderabad.

WHEREAS Sri Satish Modi, Son of Sri Manilel C Modi,
Consenting Party herein was the absolute and exclusive owner of Open Land admeasuring 2,331 Sq. Yards or 1,949

Sq.Meters forming part of Property known as KARBALA
MAIDAN, situated at Makatma Gandhi Road, Secunderabad

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more fully described in the Schedule annexed hereto and as shown in the Plan. WPEREAS the said property formed part of a bigger property purchased by the said Consenting Party from his predecessor in title through Sale Deed dated 18.5.1961 registered as Document No.929 of 1964 of Book I, Volume 79 before the Sub-Registrar, Secunderabad and Sale Deed dated 19.9.1969 registered as Document No.2375 of 1969 of Book I, Volume 254 before the Sub-Registrar, Secunderabad.

WHEREAS the said Consenting Party had executed a Deed of Settlement of immovable property for Charitable purpose in respect of the Schedule Property in favour of SHRI GURUDEV ASHRAM having its Registered Office at Gavdevi, Ganeshpuri, District Thane, Maharashtra State, through Deed of Settlement dated 16.10.1971, registered as Document No.1929 of 1971 of Book I, Volume 228 at Pages 488 to 491 before the Sub-Registrar, Secunderabad,

WHEREAS Shri Gurudev Ashrem Trust registered as PTR No.A-484 (Thene) submitted an application under Section 50 A(3) of the Bombay Public Trusts Act, 1950 to modify the Scheme settled in Application No.47/1976 before the Deputy Charity Commissioner, Maharashtra State, Bombay, for amalgamation of two existing Trusts at Ganeshpuri, namely Shri Gurudev Ashram (Thane), PTR No.A-484 and Shri Mukteshwar Trust at Bombay, registered as A-3052(b), which were both registered as Public Trusts, which was disposed of by order dated 30.6.1976. Thereafter, the name of the Trust was changed from Shri Gurudev Ashram and the Trust has been named and designated as GURUDEV SIDDHA PEETH, GANESHPURI, Registered No.A-484 (THANE), thus the Vendor became the absolute and exclusive owner of the Schedule Property.

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WHEREAS the Vendor as the owner of several properties situated at Hyderabad and Secunderabad in the State of Andhra Pradesh. WHEREAS some of the properties are either under occupation of Tenants or unauthorised occupants and unproductive therefore the Vendor has decided to sell four immovable properties, viz., property known as 'MUKTA ASHRAM' situated at Banjara Hills, land situated at Sarojini Devi Road, Secunderabad and R.C.C. Building and Factory Workshop situated at Karbala Maidan, Ranigunj, Secunderabad, in the best interest of the Trust and to utilise the sale proceeds for the objects of the Trust. Thus, the Vendor offered to sell the said properties to the Consenting Party and an application was submitted to the Charity Commissioner, Maharashtra State, Bombay, and the Charity Commissioner, in turn consented for sale of all the four properties for a total consideration of Rs.2,60,00,000/- (Rupees-Two Crores and Sixty Lakhs Only) to the Consenting Party on certain terms and conditions. The Charity Commissioner had accorded senction under Section 36 (1)(a) of the Bombay Public Trust Lot on the condition that the amounis of sale proceeds shall be held as Trust Corpus and kept intact for ever in the form of investments in long term fixed deposits of any Scheduled Bank or Co-Operative Bank approved by the Government or in public securities earning higher rate of interest and the interest thereon to be spent on the objects of the Trust. In pursuance of the said Order, the Consenting Party had entered into an Agreement with the Vendor on 29.6.1991. WHEREAS the Vendee approached the Consenting Party for purchase of the Schedule Property for a sum of Rs. 70,85,000/-(Rupees Seventy Lakhs and Eighty Five Thous sand Only) and the Consenting Party has agreed for the

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same. WHEREAS the Consenting Party has requested the Vendor to nominate the Vendee in his place for entering into this Agreement. WHEREAS at the request of the Consenting Party the Vendor has also agreed to join in execution of this Agreement of Sale confirming that it has permitted and also authorised the Consenting Party to sell, alienate, enter into the present Agreement of Sale.

NOW THIS AGREEMENT OF SALE WITNESSETH

consideration of the said sun of Rs.70,85,000/-(Rupees-Seventy Lakhs and Eighty Five Thousand Only), the Vendee paid on 30th November token advance of Rs.3,00,000/(Rupees Three Lakhs Only) to the Vendor on behalf of the Consenting Party (the receipt whereof the Vendor and Consenting Party hereby admit, accept and acknowledge).
The Vendee shall pay a further sum of Rs.9,00,000/(Rupees Nine Lakhs Only) to the Vendor on behalf of the Consenting Party on the date of delivery of vacant possession of the Schedule Property. Time for completion of payment of belance with interest shall be reckoned from the date of delivery of possession by the Vendor and Consenting Party to the Vendee.

- 2. The price agreed to is Rs 3039.50 (Rupees Three-Thousand and thirty nine & paise fiftyonly) per Sq. Yard.
 The area is measured and accepted by all the Parties at
 2,331 Sq. Yards or 1,949 Sq. Metres.
- The Vendee agrees to pay the total sale consideration within a period of 12 (Twelve) months from the date of the Agreement. However, in the event of any delay beyond the agreed period of 12 months, the Vendee shall pay interest at 1% per mensum on the remaining sale con-

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sideration payable quarterly in advance. This grace period with interest at lapper mensum shall be for a oeriod of 22 (Twenty Two) conths from the date of this Agreement. In the event of further delay in clearing of the balance, the same small carry interest at 13% per mensum payable quarterly in advance. At any cost, the Vendee shall clear all the said amount within a period of 38 (Thirty Eight W months from the date of the Agreement. The interest stipulated above shall be payable every 3 (three) months in advance i.e., for 12 (Twelve) months free of interest; for 10 (ten) months on interest at 12% per annum and for 16 (Sixteen) months on interest at 18% per annum. In the event of nonpayment of interest for any two quarters on their due dates, this agreement shall ipso facto stand cancelled. Further, in the event of the entire principal amount or any part thereof not being paid within 30 (thirty) days of the due date mentioned above, this agreement shall ipso facto stand cancelled, In such event of cancellation, the consequences stated in Clause-10 below shall follow.

(Road) of 10' wide shall be left between the properties agreed to be sold in the existing building towards north and that he shall obtain the necessary consent letter prior to handing over occupation. The Vendee shall leave 10' towards southern side to make 20' wide passage between both the properties. The Consenting Party further agrees that he shall take the responsibility of getting the constructions made by the northern neighbour removed which is protruding into the above referred passage at his cost.

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- 5. The Consenting Rerty further undertakes to get an undertaking from the owner of the northern property that the passage agreed to be left between both the properties shall be common and no obstruction of whatsoever shall be camed in the use of 20 wide passage by the owners or occupants of the property.
- 6. The Consenting Party has constructed a Sump towards the eastern side of the property to be sold through which water is being supplied to the occupants of Soham Building on the eastern side. The Consenting Party at his cost shall remove the structures on the sump to the extent which is **over** and above the sump.
- 7. The Consenting Party on behalf of the Vendor shall obtain necessary clearances from the Urban Land Ceilings, Income Tax Department, etc., at his cost.
- 9. The Vendor and the Consenting Party shall co-operate with the Vendee for getting change of land usage from Light Industrial zone to Commercial-cum-Residential Zone and in obtaining permission from the concerned authorities for construction of a building in the name of the Vendor, however at the expense of the Vendee.
- 9. The Vendee shall be authorised to enter upon the said property for the purpose of developmental work without the Vendor and Consenting Party become responsible for the costs and expenses of such nevelopment.
- 10. It is further agreed that till full and final payment is made, the Vendee nor persons claiming through the Vendee shall have any right over the property. In particular it is agreed that in the event of any cancellation or termination of this Agreement, the Vendee and all persons claiming by/through or under the Vendee shall.

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vacate the said property and hand back occupation to the Vendor/Consenting Party who shall be entitled in law to take back the same, not withstanding any dispute that may have arisen. It is further agreed that the structures if any then standing on the said property shall also become vested in the Vendor/Consenting Party free of cost/charge. In such event of termination/cancellation, the Vendor/Consenting Party shall be at liberty to deal with the said property in such manner as they may deem fit and the Vendee shall not have any objection thereto.

- Il. The Vendor shall execute and register Sale Deed or Sale Deeds in favour of the Vendee or its nominees on receipt of the agreed consideration irrespective of the fact whether the consideration in respect of the remaining properties of the Vendor has been received in full or not.
- pation of the property in as it is where it is condition (excluding the structures standing thereon) to the Vendee on payment of Rs.12,00,000/-(Rupees Twelve Lakhs-Only) as advance consideration. The Vendor shall also permit the Vendee to start construction work immediately.
- 13. The Vendor and Consenting Party assure that they shall invest the sale proceeds in accordance with the directions of the Charity Commissioner, Maharashtra State, Bombay, and shall safeguard the interests of the Vendee or its nominees from any claim or any action on the part of Charity Commissioner for non-performance of any obligation by the Vendor on its part.
- 14. The Vendor as well as the Consenting Party agree that the Vendee shall be entitled to not only develop

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the property by raising constructions over the Schedule land by removing the old structures, if any, but also shall be entitled to do the booking and receive advance of the portions of the building constructed by the Vendee from the intending purchasers. It is however agreed that the Vendee shall not deliver possession of any premises to any third party or prospective purchaser till such time as the entire consideration hereunder is not fully paid up. The rights of any third party or prospective purchaser shall be subject to the provisions of this Agreement.

- 15. Immediately on receipt of the agreed consideration the Vendor and the Consenting Party shall execute an irrevocable Power of Attorney in favour of the Vendee to enable the Vendee to execute Sale Deeds in respect of the portions of the building on their behalf as well as on behalf of the Vendee in favour of the nominees of the Vendee.
- with the Vendee that it is the sole, absolute and exclusive owner of the Schedule Property and that the same is not subject to any charge, mertgage or any other encumbrances of whatsoever nature in favour of anyone. The title to the said property has been accepted by the Vendee, who shall not raise any dispute thereto.
- 17. The Vendor and Consenting Party shall deliver all original title deeds, link documents, tax receipts, etc., to the Vendee on the date of execution and registration of the Sale Deed or Sale Deeds.
- 18. The Vendee or its nominees or assignees shall bear all expenses including those of stamp duty, registration

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charges, Advocate's fee, etc., for execution and registration of the Sale Deed or Sale Deeds.

- 19. The Vendor/Consenting Party 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 Vendee shall pay all the outgoings relating thereto.
- 20. The Vendor and Consenting Party hereby declare, covenant and agree with the Vendee that they shall execute and do all such acts, things and deeds as may be necessary to more effectually assure the Vendee with respect to the title and assist the Vendee in getting mutation effected in Municipal Records or Government Authorities but at the expense of the Vendee.
- 21. The Vendor and the Consenting Party hereby confirm that this Agreement is being entered into with the Vendee in accordance with the terms of sanction by the Charity Commissioner, Maharashtra State, Bombay, under Section 36(1)(a) of the Bombay Public Trusts Act, 1950, dated 30.6.1992.
- 22. The Vendor and Consenting Party hereby agree and undertake to indemnify and keep indemnified against all loss that the Vendee may be put to by reason of any defect in the title of the Fendor to the property hereby agreed to be conveyed.

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3.

SCHEDULE OF PROPERTY HEREBY AGREED TO BE CONVEYED

All the Workshop Premises bearing Nos. 187/3 and 4/8, admeasuring 2,331 Sq. Yards or 1,949 Sq. Metres, situated at Karbala Maidan, Ranigunj, Secunderabad, and bounded on the:

NORTH: by 20 wich Common lossige.

SOUTH: by S.M. moli Commercial Conflict (Romboscy)

EAST: by gspp freferty (sham monosion)

WEST: by Ring rosel and lake

IN WITNESS WHEREOF the VENDOR, CONSENTING PARTY and VENDEE have signed this AGREEMENT OF SALE on the day, month and the year first aforementioned.

WITNESSES: -

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