

R-19

FORM NO. 34 A

(See rule 44A)

Application for a certificate under section 230 A (1) of the income - tax Act, 1961.

To
The Assessing Officer,
I.T.O. Ward 1(8), Kalyan.

Sir,

I request that a certificate under sub-section (1) of section 230A of the Income-tax Act, 1961, be granted to me.

I give below the necessary particulars :

1. Full name and address of applicant (in block letters) **GURUDEV SIDDHA PEETH
P.O. Ganeshpuri,
District Thane - 401206**
2. Status (whether individual, H.U.F. etc.) **PUBLIC CHARITABLE TRUST (AOP)**
3. Name of father (or husband) (to be filled in if the applicant is an individual) **Not Applicable**
4. (i) In case any assessment has been made on the applicant under the Indian Income-tax Act, 1922/Income-tax Act, 1961/Wealth-tax Act, 1957/Expenditure tax Act, 1957/Gift tax Act, 1958, name of Income-tax Circle/Ward/District in which such assessment in respect of the latest year was made **Not Applicable**

(ii) If no assessment has been made as stated above, whether a return has been submitted under any of the said Acts for any year, and if so, the amount of income/wealth/expenditure/gift returned for each such year and the Circle/Ward/District where such return has been filed **Not Applicable**
5. (i) Names and addresses of all firms or associations of persons or bodies of individuals in which applicant is a partner or member and the Income-tax Circle/Ward/District in which each such firm or Association of Persons or body of individuals is assessed to tax **None**

- 7th May 1977
- (ii) Names and addresses of all private limited Companies in which applicant is or has been a Director at any time after 1st April, 1962, and the Circle/Ward/District in which each such company is assessed to tax **Not Applicable**

6. Particulars of existing tax liability as on the date of the application under --

	C.A.P./Asst. Year	Amount Rs.
(i) the Excess Profits-tax Act, 1940	_____	_____
(ii) the Business Profits-tax Act, 1947	_____	_____
(iii) the Indian Income-tax Act, 1922	_____	_____
(iv) the Income-tax Act, 1961	_____	_____
(v) the Wealth-tax Act, 1957	_____	_____
(vi) the Expenditure-tax Act, 1957	_____	_____
(vii) the Gift-tax Act, 1958	_____	_____

(If there is no existing liability against the applicant on the date of the application under any one of the aforesaid Acts, this should be indicated by writing 'NIL' against the name of the relevant Act)

7. (i) Nature of the documents i.e. whether a deed of sale, gift, settlement, lease, etc., proposed to be registered **Sale Deed**

(ii) Nature of applicant's right, title or interest to or in the property purported to be transferred, as signed, limited or extinguished. **Ownership**

8. (i) In case the transferor is not the beneficial owner of or has no beneficial right or interest in the property proposed to be transferred, the name(s) and address(es) of the beneficial owner/owners **Not Applicable**

(ii) In case the property is held by the applicant as a trustee, agent, guardian or in any other capacity on behalf of any person or persons, the name(s) and address(es) of such other person/persons **Not Applicable**

9. In a case where the applicant is a trustee, the particulars of all existing tax liabilities, if any, of the beneficiary(ies) of the trust as on the date of application, under --

(To be filled in only if the beneficiary(ies) is/are chargeable to tax).

	C.A.P./Asst. Year	Amount Rs.
(i) the Excess Profits-tax Act, 1940	_____	_____
(ii) the Business Profits-tax Act, 1947	_____	_____
(iii) the Indian Income-tax Act, 1922	_____	_____
(iv) the Income-tax Act, 1961	_____	_____
(v) the Wealth-tax Act, 1957	_____	_____
(vi) the Expenditure-tax Act, 1957	_____	_____
(vii) the Gift-tax Act, 1958	_____	_____

(Particulars should be given in a separate sheet if there is more than one such beneficiary)

10. Date on which the right, title or interest to or in the property concerned was acquired

7th May, 1977

11. Cost of acquisition of the property. If the property was constructed by the applicant, cost of acquisition of the land and the cost of construction

The value of the entire

12. Particulars of the source or sources from which the cost of acquisition or construction was met

**'Soham Mansion' as per Gift Deed
Rs. 5,00,000/-**

13. If the property or part thereof was acquired under any of the following modes of acquisition, the particular mode of acquisition applicable to the applicant should be indicated :

- (i) on any distribution of assets on the total or partial partition of a Hindu Undivided family
- (ii) under a gift or will
- (iii) (a) by succession, inheritance or devolution, or
- (b) on any distribution of assets on the dissolution of a firm, body of individuals or other association of persons, or
- (c) on any distribution of assets on the liquidation of a company, or
- (d) under a transfer to a revocable or an irrevocable trust, or
- (e) any other mode not covered by the above

Not Applicable

Deed of Settlement dtd. 07/05/1977
of Shri Satishchandra Modi

Not Applicable

-- dp --

-- do --

-- do --

14. Name and address of the transferee, assignee, etc.

Smt. Nirmalaben Kantilal Desai Charitab
4-3-161, Hill Street, Ranigunj, Trust
Secunderabad 500 003, Andra Pradesh

15. (i) Full value of the consideration for which the property or the right, title or interest to or in the property is purported to be transferred

Rs. 15,00,000/-

(ii) If the transfer is to be without consideration, the value for purposes of stamp duty.

All the premises adm. 3,000 sq.ft. of s
built up area with undivided share in l
adm. 25 sq.yards bearing no. MCH NO.
5-4-187/3 & 4 on the first floor formi
partition of the propety known as Soha
Mansion at Karbale Maidan, MG Road,
Secunderabad 500 003 (A.P.)

16. Particulars of the property, i.e. its nature, extent, location, area, etc.

17. Designation and address of the registering officer to whom the document has been/will be presented for registration

Sub-Registrar of Secunderabad,
Kevadigude, Secunderabad.

18. In case the applicant has transferred any other property in the financial year, the following particulars of each such property and details of the transfer deed registered should be furnished :

- (i) particulars of property, i.e., its nature, extent, location and area
- (ii) name and address of transferee or assignee
- (iii) consideration stated in the instrument of transfer
- (iv) date when the transfer deed was registered and designation and address of the registering officer

NIL

As per details at above

I declare that to the best of my knowledge and belief, the information furnished above is correct, complete and is truly stated.

Place **Thane**

Date **24th November, 2000**

Fratimadevi Owen

Honorary Secretary

Gurudev Siddha Peeth,

Ganeshpuri, Maharashtra

Yours faithfully,

Signature

Owen

NOTES :

1. This application should be signed ---
 - (a) in the case of an individual, by the individual himself; where the individual is absent from India, by the individual concerned or by some person duly authorised by him in this behalf; and where the individual is mentally incapacitated from attending to his affairs, by his guardian or by any other person competent to act on his behalf;
 - (b) in the case of a Hindu undivided family, by the Karta, and, where the Karta is absent from India or is mentally incapacitated from attending to his affairs, by any other adult member of such family;
 - (c) in the case of a company or local authority, by the principal officer thereof;
 - (d) in the case of a firm, by any partner thereof, not being a minor;
 - (e) in the case of any other association or body of individuals, by any member of the association or body or the principal officer thereof; and
 - (f) in the case of any other person, by that person or by some person competent to act on his behalf.
2. This application should be submitted in duplicate and should be accompanied by a copy of the document which is to be registered.

To, 270118
K-5
 --- 05 ---

The Registrar/Sub-Registrar,

1. The above-mentioned applicant has been assessed / is assessable* by me upto 2002-2001
 - 1000,00,00,00

2. He/She/It* has
 *no liabilities outstanding.

*made satisfactory provision for payment of taxes due under the Income-tax Act, 1961, Indian Income-tax Act, 1922, Excess Profits-tax Act, 1940, Business profits-tax Act, 1947, Wealth-tax Act, 1957, Expenditure-tax Act, 1957 and Gift-tax Act, 1958.

3. *The registration of the document mentioned against Item No. 7(i) of the application will not prejudicially affect the recovery of any of the taxes due under the Income-tax Act, 1961, Indian Income-tax Act, 1922, Excess Profits-tax Act, 1940, Business Profits-tax Act, 1947, Wealth-tax Act, 1957, Expenditure-tax Act, 1957 and Gift-tax Act, 1958.



Signature (M. A. SHAIKH)
 Income-Tax Officer,
 Ward 1 (8) Kalyan

Designation : Assessing Officer.
 Ward/District/Circle.

* Delete the inappropriate words or paragraph.

SMT. NIRMALABEN KANTILAL DESAI CHARITABLE TRUST

4-3-161, Hill Street, Ranigunj, Secunderabad – 500 003,

03 November 2000

To,
Mr. Satish Modi,
5-4-187/3 & 4,
III Floor, Soham Mansion,
M G Road,
SECUNDERABAD – 500 003.

Dear Sir,

This is to inform you that the first floor premises admeasuring about 1,500 sft in the building known as Soham Mansion, M G Road, Secunderabad, that we have purchased from you, has been offered for lease to Mahendra & Mahendra Financial Services Ltd. We have entered into a sale agreement for which the sale deed has not yet been executed.

We request you to give us an NOC for leasing the said premises to Mahendra & Mahendra Financial Services Ltd.

Thank You.

Yours sincerely,



**MAHESH DESAI
(TRUSTEE)**

Satish Modi

Phone : (O) 7833658
7834058
(R) 3545772
Fax : +91-040-7830450

5-4-187/3&4/7/B, 3rd Floor,
Soham Mansion, M.G. Road,
Secunderabad - 500 003.

06 November 2000

To,
Mr. Mahesh Desai
Smt. Nirmalaben Kantilal Desai Charitable Trust
4-3-161, Hill Street,
Ranigunj,
SECUNDERABAD – 500 003.

Ref: Your letter dated: 03 November 2000.

Dear Mr. Desai,

We hereby confirm that we have no objection in your leasing the premises mentioned in the above reference to Mahendra & Mahendra Financial Services Ltd.

We further confirm you that we have received the full and final payment for the said premises as per the terms of our sale agreement and we shall complete the conveyance shortly.

Thank You.

Yours sincerely,

Satish Modi

SATISH MODI.

SMT. NIRMALABEN KANTILAL DESAI CHARITABLE TRUST
4-3-161, Hill Street, Ranigunj, Secunderabad – 500 003,

03 November 2000

To,
Mr. Satish Modi,
5-4-187/3 & 4,
III Floor, Soham Mansion,
M G Road,
SECUNDERABAD – 500 003.

Dear Sir,

This is to inform you that the first floor premises admeasuring about 1,500 sft in the building known as Soham Mansion, M G Road, Secunderabad, that we have purchased from you, has been offered for lease to Mahendra & Mahendra Financial Services Ltd. We have entered into a sale agreement for which the sale deed has not yet been executed.

We request you to give us an NOC for leasing the said premises to Mahendra & Mahendra Financial Services Ltd.

Thank You.

Yours sincerely,



MAHESH DESAI
(TRUSTEE)

CERTIFIED TRUE COPY

P. Owen

Pratimadevi Owen
Honorary Secretary
Gurudev Siddha Peeth,
Ganeshpuri, Maharashtra.



SALE DEED

THIS SALE DEED is made and executed at Secunderabad on this the day of November 2000 by and between:

Gurudev Siddha Peeth, a Public Trust, Registered under the Bombay Public Trust Act, 1950 vide PTR No. A-484 (Thane) with its office at, Ganeshpuri, Bhiwandi Taluka, District Thane, Maharashtra State - 401 206, represented its Honorary Secretary and constituted Attorney of the Board of Trustees Mrs. Pratima Devi Owen W/o. Mr. Paul Owen 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).

AND

Shri Satish Modi, son of Shri Manilal C. Modi, Hindu, aged 56 years, Occupation: Business, and residing at Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad - 500 034 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 assigns etc.)

IN FAVOUR OF

Smt. Nirmalaben Kantilal Desai Charitable Trust, having its office at 4-3-161, Hill Street, Ranigunj, Secunderabad - 500 003, represented by its trustee Shri Mahesh Kantilal Desai, S/o. Shri Kantilal Desai hereinafter called the **VENDEE** (which expression unless repugnant or inconsistent with the subject or context shall mean and include nor only the said **VENDEE** but also its heirs, executors, administrators, successors and assignees).

WHEREAS

- a. The **VENDOR** owns an area admeasuring about 3,000 Sq. Ft. of super-built-up area on the First floor, together with undivided share of land equal to 25 sq. yards, bearing M.C.H. No. 5-4-187/3 & 4/4, forming part of bigger property known as Soham Mansion as said above situated at Karbala Maidan, M.G. Road, Secunderabad – 500 003 more fully described in the Schedule annexed hereto and is shown in red in the enclosed plan, hereinafter referred to as **Scheduled Property**.
- b. The **VENDOR** Owned several properties in the twin cities of Secunderabad and Hyderabad including R.C.C. building admeasuring 24770 Sq. ft. of constructed area bearing M.C.H. No. 5-4-187/3 & 4, the property known as Soham Mansion, M.G. Road, Secunderabad, by virtue of the Gift Settlement Deed dated 07-05-1977 and Registered as Document No. 756 of 1977 Book – I, Volume No. 372 at Office of The Sub Registrar, Secunderabad.
- c. The **VENDOR** (Formerly known as Shree Gurudev Ashram) was registered as a public trust in the year 1962 vide PTR No. A – 484 (Thane) under the Bombay Public Trust Act 1950. Thereafter the name of the trust was changed from Shree Gurudev Ashram to its present name “Gurudev Siddha Peeth. The aims and objects of the **VENDOR** trust includes promotion of universal brotherhood, removal of all pains, and attainment of supreme bliss. For the purpose of attaining its aims and objects and for meeting its running expenses of the said Ashram establishment, the **VENDOR** intended and agreed to alienate all its immovable properties in the twin city of Hyderabad/Secunderabad to the **CONSENTING PARTY** to convey and transfer the same to him and/or his nominee/nominees in terms of the agreement dated 29th June 1991..



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- d. The **VENDOR** has obtained the necessary sanction from Charity Commissioner, Maharashtra State, Bombay vide order No. J/4/181-91/477/12224/92 dated 30th June 1992 in respect of sale of the immovable properties of the Trust at Hyderabad and Secunderabad including the Scheduled Property as stated hereinabove.
- e. The **VENDOR** has obtained NOC u/s 269 UL (1) of Income Tax Act, 1961 vide order No. AA/Hyd/7(16)9/91-92 dated 30-9-1991.
- f. The **CONSENTING PARTY** has fulfilled all his financial obligations under the agreement dated 29th June 1991 by the payments of the full consideration receivable by the **VENDOR** in respect of the sale of all the immovable properties and the **VENDOR** has expressed its willingness to execute deeds of conveyance for the transfer of the said immovable properties including the Scheduled Property herein infavour of the **CONSENTING PARTY** Shri. Satish Modi or such person or persons as Shri. Satish Modi may nominate.
- g. The **CONSENTING PARTY** has nominated the **VENDEE** herein in respect of the **Scheduled Property** herein and requested the **VENDOR** to convey and transfer the same to and infavour of the **VENDEE** herein.
- h. At the request of the **CONSENTING PARTY** and the **VENDEE** herein the **VENDOR**, herein has agreed to execute this sale deed and convey the **Scheduled Property** in favour of the **VENDEE** being nominee of the **CONSENTING PARTY**.



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NOW THIS INDENTURE WITNESSETH that in pursuance of the sanction given by the Charity Commissioner of Maharashtra and the **VENDEE** having paid the entire sale consideration of **Rs. 15,00,000/-** (Rupees Fifteen Lakhs only) to the **CONSENTING PARTY** the payment of which the **CONSENTING PARTY** do hereby admit and acknowledge.

The **VENDOR** hereby transfers and conveys the property described to the **VENDEE** free from all encumbrances and to hold the same as absolute owner together with appurtenances, belonging hereto and all the estate like title interest and claim whatsoever the **VENDOR** had in or to the said property hereby conveyed.

The VENDOR/CONSENTING PARTY hereby convenants with the **VENDEE** as follows:

1. The Scheduled Property shall be quietly entered into and upon by the **VENDEE** who shall hold and enjoy the same as absolute owner without any interruption from the **VENDOR/CONSENTING PARTY** or any person/persons claiming through the **VENDOR/ CONSENTING PARTY**.
2. The **VENDOR/ CONSENTING PARTY** has given possession of the Scheduled Property, on a as is where is basis, to the **VENDEE** along with copies of the title deeds.
3. The **VENDOR/CONSENTING PARTY** has paid all the taxes etc. payable on the Schedule Property upto date and the **VENDEE** has to pay such taxes etc. payable hereafter.

4. The Scheduled Property is free from all encumbrances, charges, mortgages prior assignment of Sale or court attachments.
5. The **VENDOR/CONSENTING PARTY** hereby agree to co-operate with the **VENDEE** to Mutate the Scheduled Property in the name of the **VENDEE** in Municipal records etc.
6. The **VENDOR/CONSENTING PARTY** hereby further agrees with the **VENDEE** at all Times hereafter and at the cost of the **VENDEE** to do and execute all such lawful acts deeds and things for further and more perfectly assuring the Scheduled Property to the **VENDEE**.
7. The Scheduled Property not being an open land does not require any permission or sanction from the Urban Land Ceiling Authority
8. The **CONSENTING PARTY** does hereby agrees to save harmless and keep indemnified the **VENDEE** from and against all the losses caused, damages and expenses which the **VENDEE** may sustain or incur by reason of any claims made by anybody to the said property in future.
9. The **VENDEE** alone shall bear all expenses of stamp duty and registration charges as may be payable in respect of sale and transfer of the Scheduled Property and for registration of the sale deed in favour of the **VENDEE**.

SCHEDULE OF THE PROPERTY

All that premises admeasuring 3,000 sft of super-built-up area with undivided share of land admeasuring 25 sq. yards bearing M.C.H. No. 5-4-187/3 & 4/4 on the First floor forming a portion of the property known as SOHAM MANSION, together with easementary rights, existing thereon situated at Karbala Maidan, M.G. Road, Secunderabad – 500 003 and more clearly shown in the plan annexed hereto with red colour and bounded by: -

NORTH	: 20' wide passage and Neighbors Building
SOUTH	: Stair case & premises occupied by Deepika Chitfund (P) Ltd..
EAST	: M G Road
WEST	: Open Land and Parking Space

In Witness whereof the **VENDOR** and **CONSENTING PARTY** having set their hands on this indenture of sale on the day, month and year first above written in the presence of the following witness.

WITNESSES:

1.

VENDOR

2.

CONSENTING PARTY

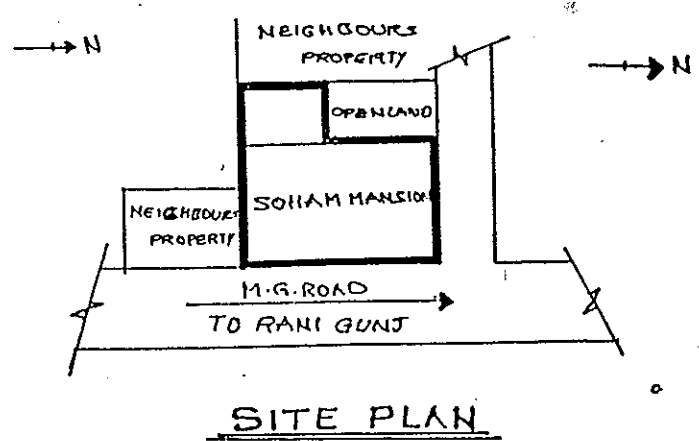
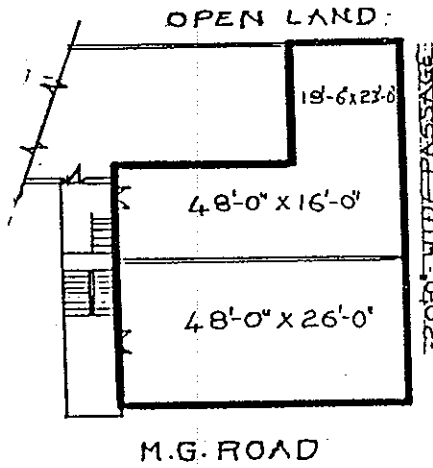
Registration Plan of Sale Deed for the premises bearing M. C. II No. 5-4-187/3 & 4/4, admeasuring 3000 sq. ft. of super built area on the First floor, forming part of a bigger property known as Soham Mansion situated at Karbala Maidan, M G Road, Secunderabad - 500 003.

Vendor	: Gurudev Siddha Peeth	Consenting Party	: Satish Modi
Vendee	: Smt. Nirmalaben Kuntlal Desai Charitable Trust		

Area : 3000 sq. ft. of super built up area
 Undivided share of land: 25 square yards

Boundaries:

NORTH : 20' wide passage and Neighbour Building
 SOUTH : Stair case & premises occupied by Deepika Childfund (P) Ltd.
 EAST : M G Road
 WEST : Open Land



Witnesses:

1.

VENDOR

2.

CONSENTING PARTY