# DOCUMENT NO! 1144 OF 1999 OF BOOK-1



Sold to P. Solomon Sto. P. Brupa Ratham, See Isad Bot whom SHRI M. C. MODI COUCATIONAL TRUST, SELUNDGRARAD.

Sub-Registrar

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Ex-Officio Stamp Vendor S. R. O. Secunderabad.

### SALE DEED

This Sale Deed made at Secunderabad on this the 6th day of June 1998 by:

Shree Gurudev Siddha Peeth a Public Charitable registered under the Bombay Public Trust Act , 1950 vide P.T.R No. A - 484 (Thane), having its office at Ganeshpuri, Dist: Thane, Maharashtra represented by its Honorary Secretary and Constituted Attorney Shri. Shirish Thakkar S/o. Shri. Pranjiwandas Thakkar hereinafter referred as "

(which expression shall unless repugnant to the context or meaning thereof shall mean and include its Trustees, successors- in- office/ trust) of them of the one part.

Shri. Satish Modi S/o. Late Shri. Manilal C. Modi aged 53 years Occupation: Business, residing at Plot No.1025, Road No. 45, Jubilee Hills, Hyderabad hereinafter called the "CONSENTING PARTY"

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(Shirish Thakkar) Hony. Secretary GURUDEV SIDDHA PEETH,



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Sub-Registrer

Ex-Officio Stamp Vendor

R. O. Secunderabad.

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(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.,) of the second part

#### IN FAVOUR OF

Shri M.C. Modi Educational Trust, a registered Public Charitable Trust having its office at 5-4-187/3 & 4, M. G. Road, Secunderabad - 500 003, represented by its trustee Shri Pramod Modi S/o. Late. Shri Manilal C. Modi hereinafter called the "PURCHASER",

(which expression unless repugnant or inconsistent with the subject or context shall mean and include its Trustees, Successors -in- office/Trust) of the third part.

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Land 336 Date 06/06/1998 Re 25.000 
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#### WHEREAS:

The **VENDOR** is the sole, absolute and exclusive owner of a portion forming part of the RCC building known as "Soham Mansion" admeasuring about 4580 sft on the second floor, 2665 sft on the first floor, and 525 sft parking area on the basement floor together with undivided share in land admeasuring 381 sq yards equivalent to 318 sq  $\dot{m}$ ts and bearing MCH No. 5-4-187/ 3 & 4, situated at M.G. Road, Secunderabad - 500 003, which is more fully described in the schedule annexed hereto and shown in red in the enclosed plan, herein after referred to as **schedule property**.

Whereas the Schedule Property formed part of a bigger property purchased by the said **CONSENTING PARTY** from his predecessor in the title through Sale Deed dated 18-05-1964 registered as document No.929/1964 of Book No-I, Volume - 79 before the Sub-Registrar, Secunderabad and Sale Deed dated 19-09-1969 registered as Document No.2375/69 of Book-I, Volume 254, before the Sub - Registrar, Secunderabad.

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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 Shree Gurudev Ashram having its registered office at Gavdevi, Ganeshpuri, Dist Thane, Maharashtra State, through Gift Settlement Deed dated 07-05-1977, registered as Document No. 756 of 1977 of Book I, Volume No. 372 at Office of the Sub-Registrar, Secunderabad executed by Shri. Satish Chandra Modi.

AND WHEREAS the **VENDOR** (Shree Gurudev Ashram) is the Public Charitable and Religious Trust registered as PTR No. A -484 (Thane) and whereas the **VENDOR** \*\*\* Act 1950 to modify the scheme settled in \*\*\* application No. 47/1976 before the Deputy Charity Commissioner, Maharashtra State, Bombay and for amalgamation of two existing Trusts at Ganeshpuri, namely Shree Gurudev Ashram PTR No. A-484 (Thane), & Shree Mukteshwari Trust at Bombay, registered as Public Trusts, which was disposed of by an order dated 30-06-1976. Thereafter, the name of the trust was changed from Shree Gurudev Ashram and the trust has been named and designated

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as GURUDEV SIDDHA PEETH, registered No. A-484, (Thane). The aim of the Ashram is to promote the sense of brotherhood and build "PARASPARA DEVO BHAVA" and for the purpose of attaining the above object and to meet the running expenses of the said Ashram, intended and agreed to alienate its immovable properties at Hyderabad and Secunderabad in favour of the CONSENTING PARTY and or his nominee/nominees here in under an agreement dated 29<sup>th</sup> June 1991.

AND WHEREAS the **VENDOR** has obtained necessary permission from Charity Commissioner, Maharashtra State, Bombay vide order No. J/4/181-91/12225/92 dated  $30^{\rm th}$  June 1992 in respect of sale of immovable properties of the Trust (Ashram) at Hyderabad and Secunderabad including the **SCHEDULE PROPERTY** to the **CONSENTING PARTY** under an agreement dated 29/06/1991 referred to above.

AND WHEREAS the **VENDOR** obtained N.O.C u/s. 269 UL of I. T .Act 1961 vide order No. AA/Hyd/7(16)9/91-92 dated 30-9-1991 in respect of Agreement dated 29/06/1991.

By an Agreement of Sale dated  $29^{\rm th}$  March 1995 **VENDOR** and **CONSENTING PARTY** had agreed to sell and the **PURCHASER** had agreed to purchase the schedule property for a total consideration of **Rs.** 35,76,020/- (Rupees Thirty Five Lakhs Seventy Six Thousand And Twenty Only) which is inclusive of taking over a liability of **CONSENTING PARTY** to refund deposits of Rs. 1,76,020/- (Rupees One Lakh Seventy Six Thousand and Twenty Only) received from various tenants which are mentioned in the above referred Sale Agreement dated  $29^{\rm th}$  March 1995.

AND WHEREAS the Appropriate Authority under the Income Tax Act, 1961 has issued N O C for transfer of the Schedule Property under an Agreement of Sale dated  $29^{th}$  March 1995 referred to above vide order No.AA/Hyd/4(4)7/95-96 u/s.269 UL dated 28-6-1995.

AND WHEREAS the schedule property is tenanted by various tenants.

AND WHEREAS at the request of the **PURCHASER** herein the **VENDOR** herein have agreed to complete the sale and convey the schedule property in favour of the **PURCHASER** being nominee of the **CONSENTING PARTY**.

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(Smillsh Thakka Hony, Secretary

GURUDEV SIDDHA MEETH,

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#### NOW THIS SALE DEED WITNESSETH:

- 1. In pursuance of the sanction given by the Charity Commissioner of Maharashtra and in consideration of the said sum of Rs. 35,76,020/- (Rupees Thirty Five Lakhs Seventy Six Thousand And Twenty Only) which is inclusive of liability taken over by the PURCHASER in respect of re-payment of deposits of Rs. 1,76,020/- (Rupees One Lakh Seventy Six Thousand And Twenty Only) received from the various tenants the **PURCHASER** has paid a sum of Rs. 34,00,000/- (Rupees Thirty Four Lakhs Only) to the CONSENTING PARTY (the receipt whereof the VENDOR and CONSENTING PARTY hereby admit, accept and acknowledge). The CONSENTING PARTY has also given a credit for a sum of Rs. 1,76,020/- (Rupees One Lakh Seventy Six Thousand and Twenty Only) towards liability for repayment of deposits to various tenants taken over by the PURCHASER which are mentioned in the Sale Agreement dated 29th March 1995. Thus the PURCHASER has paid the entire sale consideration of Rs. 35,76,020/- (Rupees Thirty Five Lakhs Seventy Six Thousand and Twenty only) in the manner above said and which is acknowledged and admitted by the VENDOR and the CONSENTING PARTY.
- 2. The VENDOR hereby transfer and convey the Schedule Property described to the PURCHASER 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 Schedule Property hereby conveyed.
- 3. The VENDOR and the CONSENTING PARTY herein has delivered to the PURCHASER, symbolic possession of the SCHEDULE PROPERTY by attornment of tenants. Hence forth, the VENDOR and CONSENTING PARTY shall not have any right, title or interest in the said property which shall be enjoyed absolutely by the PURCHASER without any let or hindrance from the VENDOR or CONSENTING PARTY of any one claiming through them.

It is further covenanted by the **VENDOR/CONSENTING PARTY** and the **PURCHASER** as follows :-

1. The **VENDOR** and the **CONSENTING PARTY** hereby declares that the Schedule Property is free from all encumbrances and the PURCHASER shall hold the same as absolute owner together with appurtenances, belonging hereto.

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- 2. The title to the said property has been accepted by the PURCHASER, who shall not raise any dispute thereto.
- 3. The VENDOR and CONSENTING PARTY has delivered all copies of title deeds, link documents, tax receipts, etc., to the PURCHASER on this date.
  - 4. No Suits legal proceedings are pending in any Court or Government Departments or authorities and functionaries involving or in relation to the SCHEDULE PROPERTY.
  - 5. The SCHEDULE PROPERTY is not being an open land, does not require any permission or sanction from the Urban Land Ceiling Authority.
  - 6. The VENDOR and CONSENTING PARTY hereby declare, covenant and agree with the PURCHASER that they shall execute and do all such acts, things and deeds as may be necessary to more effectually assure the PURCHASER with respect to the title and assist the **PURCHASER** in getting mutation effected in Municipal Records or Government Authorities at the expense of the PURCHASER.

#### SCHEDULE OF PROPERTY HEREBY AGREED TO BE CONVEYED.

All the Portions forming part of the R.C.C. Building admeasuring about 4580 Sft. on the  $2^{\rm nd}$  Floor, 2665 Sft. on the 1st Floor and 525 Sft. of parking area on the basement floor together with undivided share in land of 381 Sq. Yards equivalent to 318 Sq. Meters, known as Soham Mansion, bearing No. 5-4-187/3 & 4, situated at M.G. Road, Secunderabad - 500 003, bounded by:

NORTH BY:	20' Wide Passage
SOUTH BY:	Neighbour's Building
EAST BY:	M. G. Road
WEST BY:	Open Land

IN WITNESS WHEREOF THE VENDOR AND CONSENTING PARTY have signed this SALE DEED on the day, month and the Mear first aforementioned.

s. AMEER)

(Shirish Thakker) Hony, Secretary GURUDEV SIDDHA PARTH,

CONSENTING PARTY

ANNEXURE 1-A

1. Description of Building

All the feeting feering Part of the RCG Blidge active pine about 4580 Set on 2 floor 2665817 on 184 floor of 525 Set of Parlingaren on the top see that use of 381 Sq. Yalor [ 385 Sq. may known of soliam mangion Mine No. 5-4-1871364. MG Road, Scr bad. RCC

(a) Nature of Roof

(b) Type of Structure

2) Age of the Building

40 years.

3) Total extent of site

4) Building area of Site
(with breakup Floorwise)
Cellar parking area
In the Ground Floor
In the 1st Floor
In the 2nd Floor
In the 3rd Floor

5) Annual Rental Value

Rg. 150,000

6) Muncipal Taxes per Annum

Party's own estimate of market value of the Building

35,76,000/

GURUBEV SIPDHAN PEETH,

Date: 6.6.88

Signature of the Executant.

## CERTIFICATE

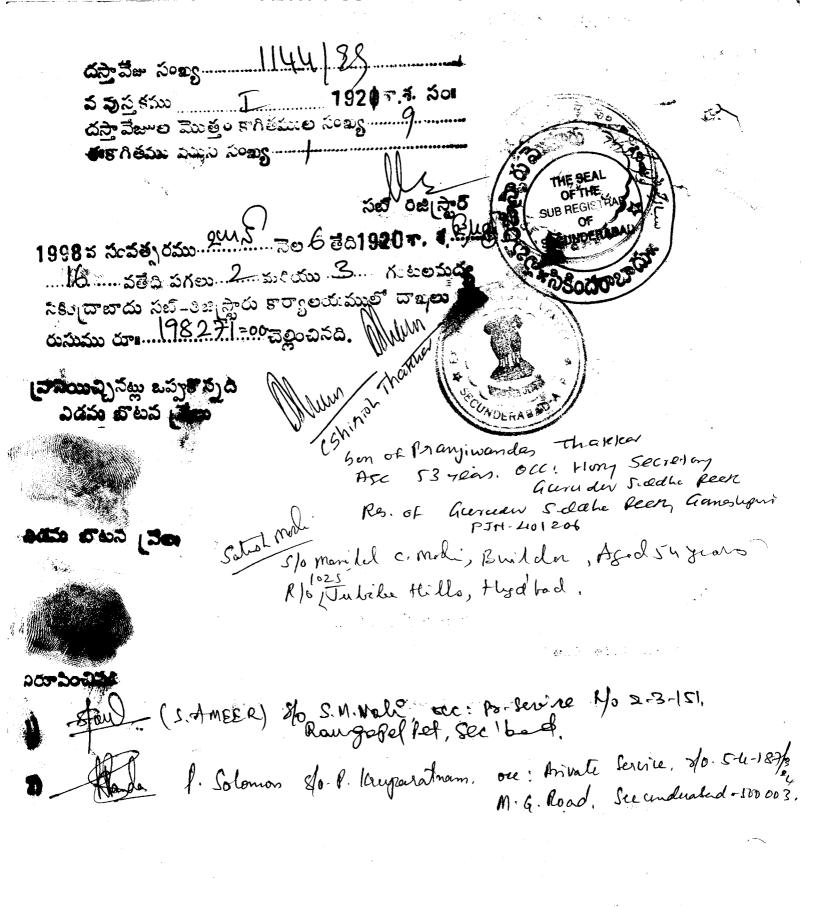
I hereby declare that what is stated above is true to the best of my knowledge and belief.

Hogy. Secretary
GURUDEV SIDDHA PEETH,

Signature of the Executant.

For M.C. Modi Educational Trust

Signature of the Claimant.



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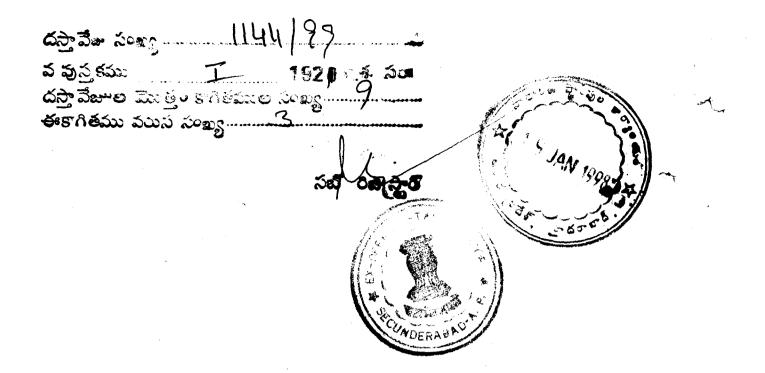
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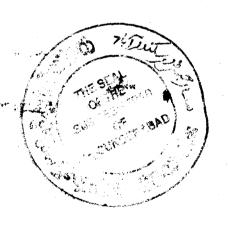
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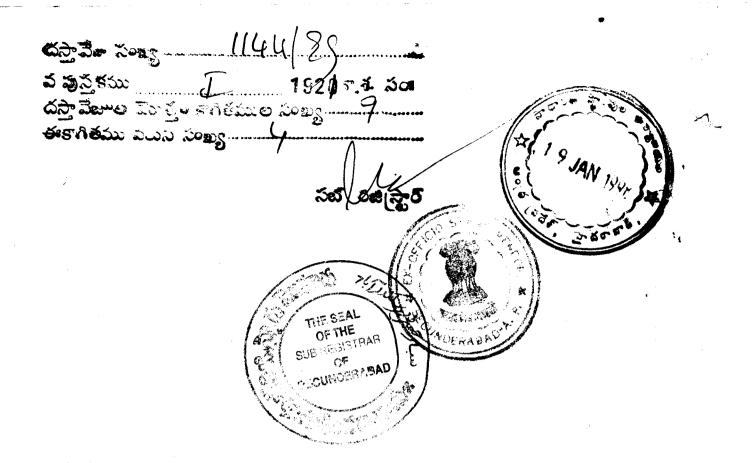
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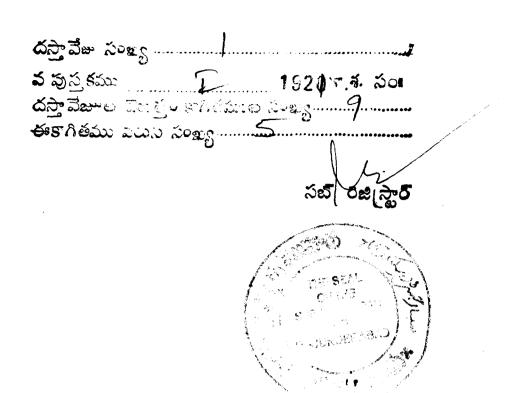
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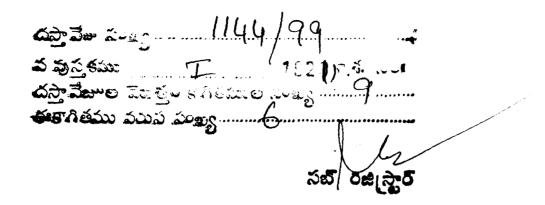


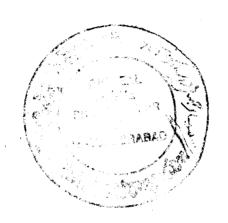
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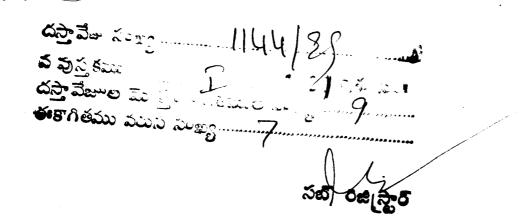






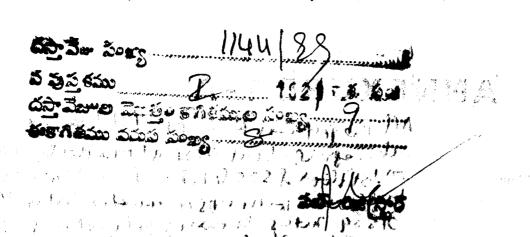








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