

Sub-Registrar Supdt. Ex-Officio Stamp Vendor G.S.O., Hyderabad

6039/93



Smt.GIRIJA BAI MODI CHARITABLE TRUST a Public Charitable Trust duly registered under A.P. Charitable and Hindu Religious Institutions and Endowments Act. represented by its Trustees SATISH MODI son of Manilal C.Modi, aged about 49 years, residing at 1-10-72/2/3, Begumpet, Hyderabad, Andhra Pradesh.

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IN FAVOUR OF

Mrs. A.LEELA W/o A.L.Sudershan, aged about 46 residing at 1-1-725/1/1 & 2, Gandhinagar, Hyderabad. 46 years,

Mrs. A.SAVITHRI, W/o A.L.Bhoorathnam, aged about 44 years residing at 1-3-183/40/A/3 & 4, P&T Colony, Hyderabad. Stamp N Hyderab

Mrs. A.KRISHNAVENI W/o A.L.Rajashanker, aged about 38 years residing at 1-4-879/72/1, Gandhinagar, Hyderabad.

Mrs. A.VIJAYALAXMI W/o A.L.Dayanand, aged about 29 years, residing at 1-4-879/72/1, Gandhinagar, Hyderabad.

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Mrs. A.SANGEETHA W/o A.L.Udayshanker, aged about 27 years, residing at 1-4-879/72/1, Gandhinagar, Hyderabad.

Hereinafter referred to as the 'PURCHASERS' which term shall mean and include whenever the context may so require their respective heirs, executors, administrators and assigns :

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WITNESSETH AS FOLLOWS:

The Vendor No.1 is the owner of premises bearing No.141 No.169), situated at Prenderghat Road, Secunderabad, land admeasuring 966 Square consisting of Meters, Superstructure thereon with builtup area of about 38,000 Square feet, consisting of ground floor plus three floors, hereinafter referred to as the 'SAID PROPERTY' more particularly described at the foot of this document and shown in detail in the Plan annexed hereto.

The Vendor No.1 acquired land, admeasuring 2275 Square Yards in premises bearing No.141 under a Deed of Settlement dated 16-10-1971 and registered as document No.1853, in BookI, Volume No.228, at pages 435 to 438, in the Office of the SubRegistrar, Secunderabad. The Vendor No.1 acquired a further area of 920 Square Yards under a Deed of Gift Settlement, dated 17-10-1974 and registered as Document No.1695 of 1974 in BookI Volume No.294, at pages 382 to 385 in the Office of the SubRegistrar, Secunderabad. Subsequently, the Vendor No.1 exchanged land, admeasuring 904 Square Yards from out of the property recited above with Vendor No.3 for an equivalent area of land i.e. 904 Square Yards forming part of the same M.C.II. Number pursuent to Deed of exchange dated 14-07-1988. The said property is a part of land hereinabove recited and the structue referred to in the preceeding recited have been constructed on the said property. The Vendor No.1 has decided to sell its properties situated in Secunderabad for attaining the objects and meeting the expenses of the Institutions run by it.

By an Agreement of Sale, dated 29-6-1991 entered into by Vendors 1 and 2, the Vendor No.1 has agreed to sell and the Vendor No.2 has agreed to purchase several properties of Vendor situated at Secunderabad, including the aforesaid property. Under the terms and conditions of the said property, the Vendor No.1 has agreed to sell the property in favour of the Vendor No.2 or his nominee or nominess. The Vendor No.2 has nominated the purchasers herein as the persons in whose favour the property should be sold. The Vendor No.2 is also joining in the execution of this Sale Deed by way of abandant caution and at the request of the purchasers so that the rights if any he may have in the said property may also pass over to the Purchasers. Similarly, the Vendor No.3 is joining in the execution of this Sale Deed by way of abandant caution and at the request of the Purchasers.

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The Vendor No.1 has obtained sanction from Charity Commissioner, Maharashtra State for the sale of the said property by an order, dated 20-1-1992 bearing No.J/4/181-91/1478/92 and Order dated 30-6-1992 bearing No.J/4/181-91/12225/92 The Vendor No.1 has also obtained 'NO OBJECTION' Certificate from the appropriate authority Under Chapter-XXC of the Income-Tax Act. bearing No.AA/Hyd./7(16)/0/91-92 from the Income Tax Department, Bangalore.

The Vendors have agreed to sell and the Purchasers have agreed to purchase the said property for a sum of Rs.1,00,00,000/- (Rupees One Crore only).

KNOW ALL MEN BY THESE PRESENTS THAT in pursuance of the said Agreement and in consideration of the said sum of Rs.1,00,00,000/- (Rupees One Crore only) paid in the following manner:

- 1. Rs.5,00,000/- (Rupees Five Lakhs only) paid by Demand Draft No.389148 dated 05-01-1993, drawn on Syndicate Bank, R.P.Road, Secunderabad, in favour of Vendor No.1.
- 2. Rs.5,00,000/- (Rupees Five Lakhs only) paid by Demand Draft No.389346 dated 23-01-1993, drawn on Syndicate Bank, R.P.Road, Secunderabad, in favour of Vendor No.1.
- 3. Rs.10,00,000/- (Rupees Ten Lakhs only) paid by Demand Draft No.389467 dated 04-02-1993, drawn on Syndicate Bank, R.P.Road, Secunderabad, in favour of Vendor No.1.
- 4. Rs.10,00,000/- (Rupees Ten Lakhs only) paid by Demand Draft No.389488, dated 06-02-1993, drawn on Syndicate Bank, R.P.Road, Secunderabad, in favour of Vendor No.1.

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- 5. Rs.7,00,000/- (Rupees Seven Lakhs only) paid by Demand Draft No.611398 dated 29-04-1993, drawn on Syndicate Bank, R.P.Road, Secunderabad in favour of Vendor No.1.
- 6. Rs.18,00,000/- (Rupees Eighteen Lakhs only) paid by Demand

 Draft No.611399 dated 29-04-1993, drawn on
 Syndicate Bank, R.P.Road, Secunderabad in
 favour of Gujarathi Pragathi Samaj as
 requested by Vendor No.2.
- 7. Rs.25,00,000/- (Rupees Twenty five lakhs only) paid by Demand Draft No.267376 dated 30-06-1993 drawn on State Bank of India, Secunderabad in favour of Vendor No.1.

AND

the balance of Rs.20,00,000/- (Rupees Twenty Lakhs only) paid this day before the Registering Officer, to the Vendor No.1 by Demand Draft No.016416 dated 30-8-1993 drawn on Syndicate Bank, R.P.Road, Secunderabad in favour of Vendor No.1, the receipt of which aggregate sum of Rs.1,00,00,000/- (Rupees One Crore only) and full and final discharge where for is hereby given by the Vendors to the Purchasers, the Vendors do hereby sell, transfer, convey unto the Purchasers absolutely the said property, namely Land admeasuring 966 Square Meters and superstructure thereon with built-up area of about 38,000 Square feet consisting of ground plus three floors, situated at Penderghast Road, Secunderabad forming part of premises No.141 (New No.169), more particularly described at the foot of this Document and shown in detail in the Plan annexed hereto.

HENCE FORWARD, the Vendors shall not have any right, title or interest in the said property which shall be enjoyed absolutely by the Purchasers without any let or hindrance from the Vendors or anyone claiming through them.

It is further covenated by the Vendors and the Purchasers as follows :-

- 1. The Vendors have this day delivered the possession of the Schedule property, sold and conveyed to the Purchasers herein.
- 2. The Vendors have also handedover to the Purchaser the Certified copies of such title deeds and other papers in their custody relating to the Schedule property sold.
- 3. The Vendors hereby declare that the purchasers shall be the absolute owners and possessors of the Schedule Property and every part thereof to have and to hold the same absolutely and for ever and enjoy the same without interruption from the Vendor or any other person or persons claiming the whole or part of the Schedule Property and with such further covenants and indemnities which are hereby agreed to and assured to the purchasers.

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- The Vendors hereby assures that they were, upto the date of the sale, the absolute and unencumberred owners in possession of the SChedule Property and every part thereof.
- No right of easement of any kind are available to any other 5. person or persons in respect of the use and enjoyment of the said land or any part thereof.
- 6. The Schedule property conveyed and sold has not been requisitioned or acquired by the State or Central Government or any other Public Authorit nor has the Vendors surrendered the Schedule property to any authority whatsoever. The Vendors further assures that, they have not received any notice for acquisition, requisition or surrednder by any Departmental authority.
- No suits legal proceedings are pending in any Court or Government Departments or authorities and functionaries involving or in relation to the schedule property. 7.
- 8. The Scheule property is absolutely free from all kinds of encumbrances, mortgages, leases, charges, claims and demands of any kind whatsoever, and all rates and taxes including Municipal Taxes, Cesses, Sur-charges, non-agricultural land tax, better and other levies in respect of the Schedule land have been paid upto the date of the sale. In the event of any encumbrances, taxes land revenue, levies, cesses, demands or other public charges being found due, the same will become forthwith payable by the Vendors to the Purchasers, together with all incidental costs and expenses in connection therewith.
- 9. If the Purchasers are deprived of their possession, enjoyment and/or ownership of the Schedule property or any part thereof by reason of any existing encumbrances, adverse claims or demands or superior or better title of any person or persons or by reason of any pending proceedings for acquisition, requisition or surrender of excess Urban land or if the Purchasers are put to any loss, costs or damages, in that behalf the Vendors shall make good to the Purchasers all such losses, costs and damages including any expenses, if any, together with all litigation expenses that may be incurred by the Purchasers to protect their title to and dominion over the said Schedule Property.
- The Vendors assure, it has paid all 10. the Water Electicity Consumption charges in respect of the Schedule Property on the day of the sale and any charges payable upto the date of the sale for Water and Electricity shall be be borne by the Vendors.
- 11. The Vendors agreed to attorn the Tenancy in respect of the said building in favour of the Purchasers herein.
- The Vendors shall take due steps and sign all papers required for entering the names of the Purchasers in the 12. records of the Municipal Corporation or other Departments at the desire and at the cost of the Purchasers and in reasonable time and support any application or applications filed by the purchasers for the said purpose.

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- 13. The Vendors do hereby undertake to take all steps and sign, execute and register or get signed, executed and registered further documents or deeds at the demand and cost of the Purchasers if they should be required to improve and perfect the Purchaser's title to and dominion over the Schedule property.
- 14. The Schedule property not being an open land, does not require any permission or sanction from the Urban Land Ceiling Authority.
- 15. The Vendors do hereby agree to the purchasers using as a right all the 38' wide internal road for ingress and egress so as to have access to the Schedule property and as hown in the Plan annexed hereto.
- 16. The Purchasers shall also have the right to use as parking space the built-up portion of the cellar attached to the Schedule property.
- 17. The Vendors hereby agree to discharge all liabilities towards Stamp Duty that may be levied in respect of the Deed of Exchange dated 14-07-1988.
- 18. In this Deed the word 'PURCHASERS' shall mean and include his or her heirs, legal representatives, administrators, assigns, executors, transferees and receivers.
- 19. All costs, charges and expenses of relating to the present document (including Stamp Duty and Registration Charges) shall be borne by the Purchasers.

SCHEDULE OF THE PROPERTY SOLD

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All that piece of land admeasuring 966 Square Meters together with new R.C.C. Building of ground plus three floors having a total area of approximately 3,531 Square Meters (38,000 Square Feet) totally in the occupation of Tenant alongwith 5,000 Square feet of parking right in common cellar, which is forming part of premises bearing No.141 (New No.169), situated at Prenderghast Road, Secunderabad and bounded on the:-

NORTH BY: 38' wide Internal Road.

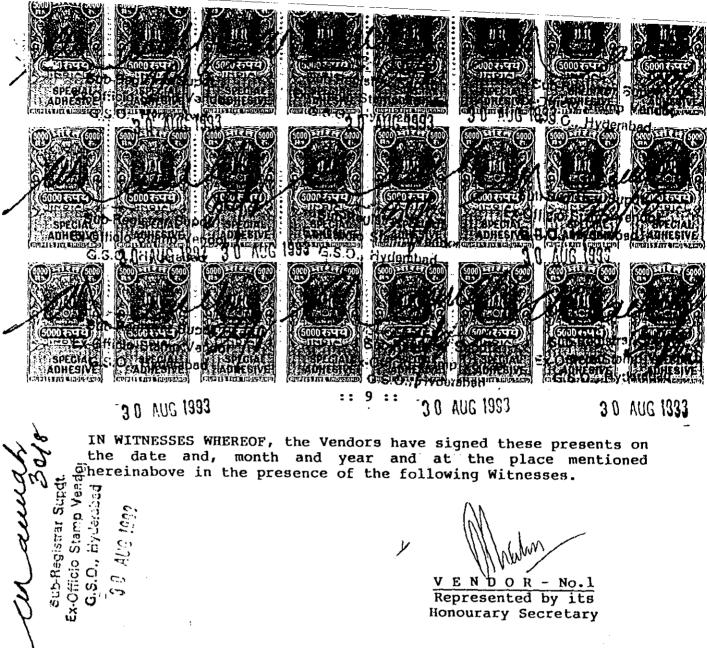
SOUTH BY: Proposed Lion's Bhavan Dunglow.

EAST BY: Common Cellar and Common Passage.

WEST BY: Innovation Apartments, belonging to Shri Khambate.

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VENDOR-No.2

VENDOR-No.3 Represented by its Trustee

WITNESSES :

VSRINIUMS SO. V.A Guepta 10.2.19 E. Hane Apalli, Sec. Sod

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ANNEXURE-1A

1.	Description of the Building	: Rs. H.No. 14/6 (NOL) 169) Dreweld / 2hasi Ka
	(a) Nature of Roof	: R.C.C.
	(b) Type of Structure	. R.CC. Pillars.
2.	Age of the Building	: 10 years.
3.	Total Extent of Site	: 1155 Sq. 7ds.
4.	Built up Area Particulars (with break up floor-wise)	:
	Cellar, Parking Atea	: 5000 Sft
	in the Ground Floor	: 9500 i
	In the 1st Floor	9500
	in the 2nd Floor	9500
	In the 3rd Floor	: Indicasion of
5.	Annual Rental Value	: Rs. 4. So. and Character, and Char
5.	Municipal Taxes per Annum	· 1. ()
' .	Executant's estimate of the MV of the Building	: 1,00.00,000) - Stateman.

CERTIFICATE

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

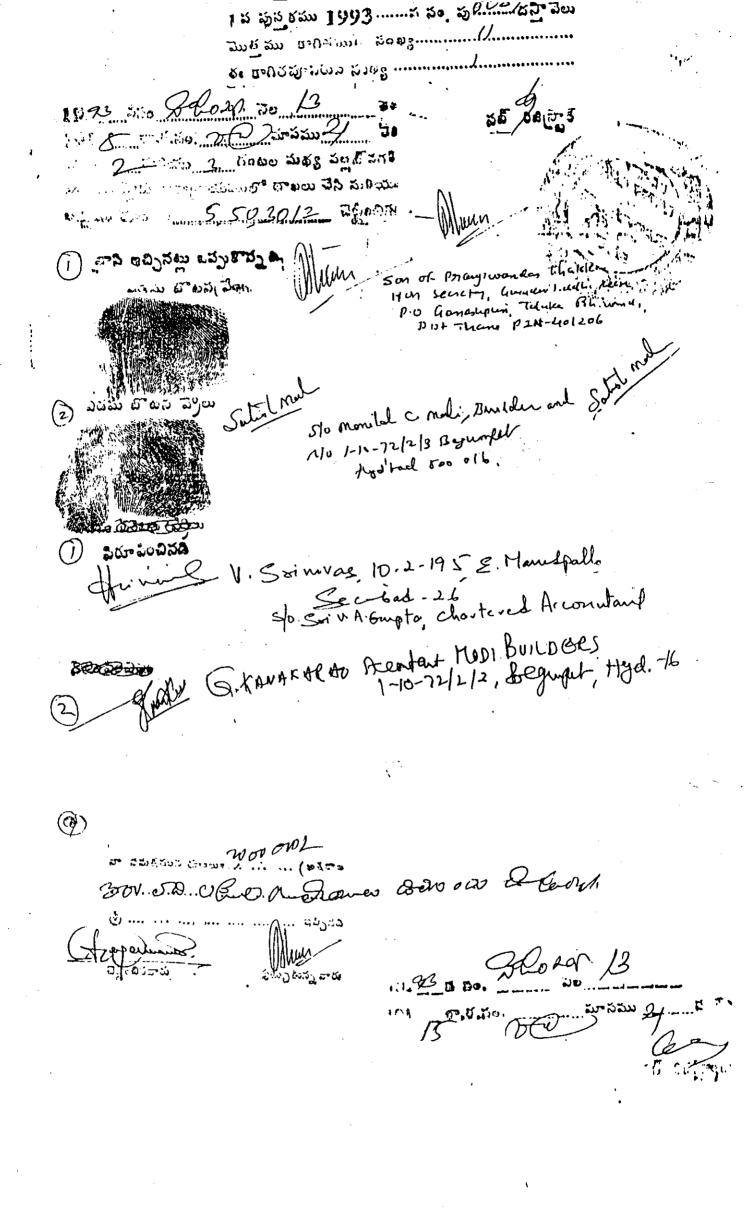
Date:

Date:

Signature of the fixeculant

Signature of the Executant

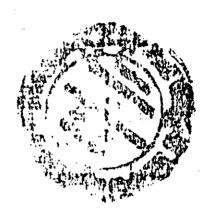
Signature of the Claimant



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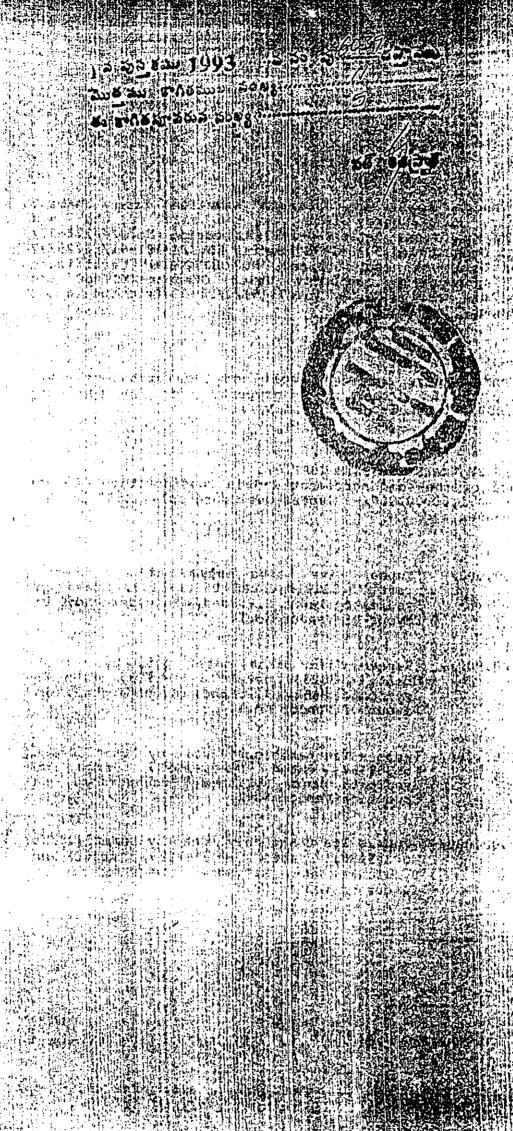


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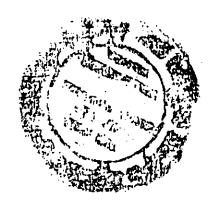




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