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B. Ramchander
L. NO. 26,67 R. NO. 6/87
STAMP VENDOR,
CITY CIVIL COURT,
SECUNDERABAD - A. P.

This SALE DEED is executed at Secunderabad on this I alough of Array 1987 by:

 Satish Chandra Manilal Modi, son of Manilal Modi, aged 45 years and resident of House Number 701, Sarita Apartments, Road No.4, Banjara Hills, Hyderabad.

2. M/s.M/8 M Associates, a Trust constituted and declared under a Deed of Trust dated 31-3-1981 by Ashok Chaturlal Desai, represented by its Trustee, Sri Mahesh K Desai, son of Kantilal Desai, aged 43 years and resident of Prenderghast Road, Secunderabad, (owning the assets of the dissolved firm, M/s.Modi Builders, Secunderabad).

hereinafter called "VENDORS/PARTIES OF FIRST PART"

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- 1. Sri Neelima Trust, a Trust constituted and declared under a Deed of Trust dated 2-4-1981 by Sri Bipin R Goda, represented by its Trustees:
  - (i) Ramesh Chandra C Sanghani, son of Chotalal
  - (ii) Smt.Illa R Sanghani, wife of Ramesh Chandra Sanghani, resident of Shama Apartments, Prenderghast Road, Secunderabad.
- 2. Ami Trust, a trust constituted and declared under a Deed of Trust dated by Shri Mayank L Sanghani, represented by its Trustee, Mayank L Sanghani, son of Lalit Chandra Sanghani, aged years and resident of House No.1-8-54/A/2, Prenderghast Road, Secunderabad.
- 3. Sanjay B Sanghani, son of Bhanuchandra Sanghani, aged 27 years and resident of H.No.1-8-54/A/2, Prenderghast Road, Secunderabad.

hereinafter called "ASSURERS/PARTIES OF SECOND PART" in favour of:

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Solleti Velu Kondaiah, son of China Velu Gondaiah, aged 31 years and resident of D.No.5-21-26 (2nd Line, 3rd Cross), Brodipet, Guntur, A.P.

hereinafter called "VENDEE/PARTY OF THE THIRD PART" witnesses:

WHEREAS the land admeasuring Ac.2.02 guntas, situated in Survey No.13 of Rasoolpura, Secunderabad Cantonment belonged to Assurer No.3 by virtue of Gift Deed executed in his favour on 29-3-1972 and registered as S.No.1284/72. The said land was leased out by his mother, Smt.Usha, to M/s.X L Equipments (Private) Limited, for a period of 30 years under a registered deed dated 12-7-1973 and registered as S.No.102 of 74. The said leasee was permitted inter-alia to construct buildings, structures etc. for purposes of running a Factory. Thereafter, the said M/s.X L Equipments (Private) Ltd., transferred and conveyed all its rights and privileges under the said lease deed in favour of M/s.Investa Chemicals under sale deed dated 20-1-1975 and registered as S.No.111 of 1975.

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AND WHEREAS the constitution of the firm, M/s.Investa Chemicals underwent changes. By virtue of reconstitution of the said firm evidenced by the Deed of Partnership dated 4-5-1981, Assurer No.3, Assurers 1 and 2 (Trusts) and the two Trustees of Assurer No.1 namely Sri Ramesh Chandra Sanghani and his wife Illa Ramesh Chandra Sanghani, in their personal capacity became partners, with effect from 1-5-1981. Assurer No.3, as the owner of the land aforementioned and situated in S.No.13, Rasoolpura and in occupation of the said firm, as lessee, had brought into hotchpot and contributed land admeasuring 8296 sq. meters or 9678 sq. yards (out of 9922 sq. yards belonging to him) as his capital contribution and thereby the said piece of land (admeasuring 8296 sq. meters) became the partnership property of the firm, M/s. Investa Chemicals. In otherwords, privileges held under the lease deed executed on 12-7-1973 by Assurer No.3 in favour of M/s.X L Equipments (Pvt.) Limited and transferred and

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assigned to Ms.Investa Chemicals, got merged with proprietory rights of Ms.Investa Chemicals and as such the firm, Ms.Investa Chemicals became entitled to the land admeasuring 8296 sq. meters (which Assurer No.3 had brought into the hotchpot and converted in partnership property) and the structures put thereon, absolutely.

AND WHEREAS the said firm, M/s. Investa Chemicals has granted licence under an Agreement of Licence dated 28-5-1981 in favour of Vendor No.1, permitting the latter to make use of and enjoy 5972 sq. yards of land and the constructions made thereon, for a period of 17 years. By then, structures and sheds, admeasuring 26991 sq. ft. in area were erected and constructed by the said firm.

AND WHEREAS the said firm, M/s. Investa Chemicals was dissolved with effect from 31-8-1981 and a Deed evidencing the retirement of partners was executed on

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3-6-1982. By virtue thereof, assets of the said firm were divided among the partners. In the division of the assets, Assurer No.1 (Sri Neelima Trust) was allotted with the land admeasuring 6735 sq. yards while Assurer No.2 (Ami Trust) was allotted 1324 sq. yards. situated on the South Western side of the said land (that is out of 8059 square yards of partnership property) with the structures situated therein.

AND WHEREAS the rights conferred on Vendor No.1 under Deed of Licence were assigned by him to M/s.Modi Builders, a partnership firm under an Agreement of assignment dated 1-11-1981 and thereby the said M/s.Modi Builders was permitted to make use of the land with the structures, admeasuring 26991 sq. feet made thereon.

AND WHEREAS a firm under the name and style of M/s.R.S & CO. was constituted between Vendor No.1 in his individual capacity and Assurer No.1/Sri Neelima Trust (represented by its Trustees) on terms and conditions set out

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in the partnership deed dated 16-2-1984. The said Assurer No.1 (Sri Neelima Trust) had thrown into hotchpot and contributed as its capital to the firm a portion comprising of 3,000 sq. yards of land (out of land 6735 sq. yards allotted earlier as stated supra and belonging to it) and situated in Eastern side of S.No.13 of Rasoolpura, with the constructions made therein (which portion was being used and enjoyed by M/s.Modi Builders on the basis of terms contained in Licence Agreement aforementioned) and thereby M/s.R.S.& Co., became entitled to said piece of property admeasuring 3,000 sq. yards absolutely as partnership property.

AND WHEREAS the said firm, M/s.R.S.& Co., was subsequently dissolved with effect from 1-4-1985 and a Deed of Dissolution dated 19-6-1985 was also executed. While distributing the assets of the said firm, the piece of land admeasuring 3,000 sq. yards aforementioned (situated on the Eastern side of S.No.13 of Rasooppura) with sheds and structures constructed thereon was allotted to the

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share of Vendor No.1 and consequently Vendor No.1 became the sole proprietor of all assets of M/s. R.S.& Co., which included the land admeasuring 3,000 sq. yards in S.No.13, Rasoolpura and structures/constructions existed thereon (subject to the rights of user granted under the deed of licence aforementioned and assigned in favour of M/s.Modi Builders, the assets of which are now owned by Vendor No.2, M & M Associates, Trust).

AND WHEREAS the firm, M/s.Modi Builders, in which Vendor No.1 (in his capacity as representing his Hindu undivided family) and Vendor No.2 (M/s.M & M Associates, a Trust created under Trust Deed dated 31-3-1981 by Sri Ashok C Desai) were partners, was constituted on terms and conditions set out in the Deed of partnership dated 2-4-1981. As an assignee of rights and privileges under the Deed of Licence,

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the firm (M/s.Modi Builders) was using and enjoying the sheds and structures constructed in the piece of land admeasuring 5972 sq. yds (allotted to Assurer No.1, Trust in the dissolution of the firm, M/s.Investa Chemicals). The said firm, M/s.Modi Builders was subsequently dissolved with effect from 1-4-1984 as evidenced by the deed of dissolution dated 3-4-1984. In the division of assets of the said firm (M/s. Modi Builders) the Vendor Trust was allotted with all the assets belonging to the same. Consequently, Vendor No.2/Trust is entitled only to such rights as are conferred and set out in the Licence Agreement for using the structures in the land which includes the land and structures vested in M/s.R S & Co., as its partnership property and later, on its dissolution (on 19-6-1985) became vested in Vendor No.1 (as the sole owner of assets of M/s.R S & Co.). Thus, the title to property comprising of land admeasuring 3,000 sq. yds. forming part of Eastern side portion in the

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land bearing S.No.13 of Rasoolpura and the sheds/ structures thereon now belong to Vendor No.1 subject only to the rights of user and enjoyment of the said structures as conferred under licence agreement aforesaid and now held by Vendor No.2 (as the sole owner of assets of M/s.Modi Builders).

AND WHEREAS the 3,000 sq. yards and structures now belonging to Vendor No.1 as the allottee/owner of all the assets of M/s.R S & Co., (subject to the rights of the Vendor No.2 to use the structures thereon) comprised of three items namely (i) huge shed with plinth area admeasuring 12213 sq. ft. or 1357 sq. yds. or thereabouts (out of the total area of the shed of 13590 sq. ft); (ii) Double storied building (in "T" shape with a plinth area admeasuring 2004 sq. ft.); and (iii) open piece of land admeasuring 1342 sq. ft. or 149.11 sq. yds (described in the schedule). The huge shed was constructed in such a way that it had extended into a portion of the adjoining land covered

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by Plot No.17 in S.No.14 of Rasoolpura (which M/s.Modi Builders ultimately agreed to purchase the same from its owners). The said shed and other items described in the schedule have been leased out by M/s.Modi Builders (the assets of which are owned by Vendor No.2 trust) to M/s.Allied Sales Corporation, under a Lease Deed dated 13-2-1985 registered as S.No.393/85). The premises thus leased out now bears Door No.1-20-273/A, Rasoolpura.

AND WHEREAS the Vendors 1 and 2 have now decided to sell and transfer the said property, excluding the first floor portion of the double storied building aforementioned (as Item No.2).

AND WHEREAS the Vendee and three others, namely:
1. Maddali Kameswara Rao; 2. Maddali Rama Mohan Rao;
3. Maddali Giridhar Rao; and 4. Solleti Velu Kondaiah have jointly offered to purchase the aforesaid three

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items of property described in the schedule, namely (i) huge shed; (ii) ground floor portion of T-shaped double storied building; and (iii) open piece of land for a consideration of Rs.14,00,000/- (Rupees fourteen lakhs only) and the Vendors 1 and 2 have accepted the same.

AND WHEREAS the Vendee and three others have requested the Vendors 1 and 2 that the sale deeds should be executed not only by them but also by Assurers 1 to 3 (who at one stage or other has had an interest in the schedule properties) and at the request of the Vendors 1 and 2, Assurers 1 to 3 have agreed to join in execution of the Sale Deed not because they have any subsisting rights or interest therein, but for purposes of assuring Vendee and three others that they would be acquiring full and absolute rights to the same from Vendors 1 and 2.

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AND WHEREAS the Vendors have also applied for and obtained the necessary clearence certificates from the Income Tax Authorities under Sec.230-A of I.T.Act.

AND WHEREAS the Vendee and three others abovenamed considered it necessary and expedient to have separate sale deeds in respect of their portions and therefore they have requested the Vendors and the Assurers to convey to each of them, an undivided one fourth share of the aforesaid three items of properties described in the schedule under separate sale deeds containing similar covenents and terms, after receiving the proportionate sale consideration payable for such share; and the vendors and the Assurers have agreed to the same. The expression "three others" hereinafter used shall mean and refer to the three other Purchasers apart from the Vendee in whose favour the remaining three fourths share is being conveyed and transferred.

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## NOW THIS SALE DEED WITNESSES AS FOLLOWS:

In pursuance of the aforesaid agreements and in consideration of the sum of Rs.3,50,000/- (Rupees three lakhs fifty thousand only) well and truly paid by the Vendee to the Vendors, viz. Rs.60,000/- (Rupees sixty thousand only) paid as advance on 13-10-86 through Demand Drafts dated 4-10-1986 of Canara Bank at Guntur bearing Nos.7609861/7313 and 7609873/7325 and the balance of Rs.2,90,000/- (Rupees two lakhs ninety thousand only) has been paid by the Vendee to the Vendors at the time of registration of sale deed by handing over the Demand Drafts bearing Nos. 059413 and 059414 dated 29-7-87 of Ganara Bank at Guntur and drawn in the name of Vendor No.1, the receipt whereof aggregating Rs.3,50,000/-(Rupees three lakhs fifty thousand only) is hereby admitted, accepted and acknowledged by the Vendors, the Vendors hereby convey, sell, transfer and assign, free from all encumberances, in favour of the vendee that undivided one fourth share in all the three items

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of properties set out in the Schedule and bearing premises No.1-20-273 A Mat Rasoolpura, Secunderabad Cantonment, namely (i) all that shed with tin roof situated in an area admeasuring 12213 sq. ft. (ii) all that ground floor of the double storied building, situated in an area admeasuring 2004 sq. ft. with plinth/floor area of 2004 sq. ft. and (iii) open piece of land admeasuring 1,342 sq. ft. or 149.11 sq. yards and more particularly described and set out at the foot of this deed and delineated in red colour in the plan annexed hereto (hereinafter called Item ONE, Item TWO and Item THREE of the schedule respectively and collectively called as "Schedule mentioned items or said property) together with all rights, easements, privileges, liberties, appurtenances and all things attached and reputed to be attached thereto and all that estate, title and interest whatsoever of the Vendors in or to the said items of property and the structures therein.

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- The schedule mentioned items of property hereunder conveyed are now in possession of the Tenant, M/s.Allied Sales Corporation, on terms and conditions set out in the Lease Deed dated 13-2-1985 and registered as S.No.393/85. The said tenant is therefore hereby attorned to the Vendee and three others by directing it to pay the rents hereafter payable to them and the vendee shall henceforth hold, possess and enjoy the his share of said property as his absolute and exclusive property, without any manner of let or hindrance from the vendors or Assurers or any one or more of them and/or claiming through them.
- 3. The Assurer No.3 hereby declares, assures and represents to the Vendee:
- that he was the sole and absolute owner of the land covered by S.No.13 of Rasoolpura and admeasuring Ac.2.02 guntas by virtue of the gift deed executed in his favour on 29-3-1972 and registered as S.No.1284/72).



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- (b) that the said property was his self acquired property;
- that he had agreed and contributed towards his share of capital investment in the partnership of M/s.Investa Chemicals (constituted under partnership deed dated 4-5-1981), major part of the aforesaid land, namely 3296 sq. meters and thereby ceased to have exclusive title to the said portion of land and to that extent, it became converted into a partnership property, belonging to all partners of M/s.Investa Chemicals;
- (d) that when the said firm was dissolved with effect from 31-8-1981, the proprietory rights to the said portion of land with structures therein (partnership property) was allotted to the shares of Assurers 1 and 2 as evidenced by the terms of deed of retirement dated 3-6-1982;

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- (e) that the portion of land (held by M/s.Investa Chemicals) namely 6735 sq. yards with structures was owned and possessed by Assurer No.1 an and from 31-2-1981, as allottee of the assets of the dissolved firm;
- (f) that he has joined in execution of this Sale deed as assurer not because he has got any subsisting right, title or interest in the said land (8296 sq. meters) in S.No.13 of Rasoolpura which ceased to be his property on and from 4-5-81 but at the request of Vendors 1 and 2 and the vendee and three others for assuring that the vendee and three others as Purchasers will be entitled to hold, possess and enjoy schedule mentioned properties with full and absolute rights of ownership; and
- (g) that he has had no excess land under provisions of the ULCR Act.

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- The Assurer No.2 hereby declares, assures and represents to the Vendee:
- a ) that while it was a partnership of M/s. Investa Chemicals, under Partnership Deed dated 4-5-1981, it used to have an interest as a Partner in the items of property sold hereunder, but after the dissolution of the said firm and division of the assets as evidenced by the deed of retirement dated 3-6-1982, it ceased to have any manner of right or claim to the extent of the land allotted to Assurer No.1 which included the properties set out in the schedule hereunder;
- b) that it, Assurer No.2, has joined in execution of this Sale Deed not because it has got any subsisting title, right or share or interest in the schedule mentioned properties (which ceased to be partnership property of M/s. Investa Chemicals), but at the request of Vendors 1 and 2 and the vendee and three others for assuring that they, as Purchasers, will be entitled to hold, possess and enjoy the said property with full and absolute rights of ownership;

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- 5. The Assurer No.1 and its Trustees Ramesh Chandra Sanghani and Smt.Illa R Sanghani in their individual capacities and as ex.partners of M/s. Investa Chemicals, declares, assures and represents to the Vendee:
- a) that by virtue of being partners of M/s. Investa Chemicals, constituted under partnership deed dated 4-5-1981, they had acquired an interest as Partners of the said firm in the portion of the land admeasuring 8296 sq. meters in S.No.13 of Rasoolpura, contributed by Assurer No.3 as his capital contribution;
- b) that subsequently when the said firm was dissolved as the partnership assets were divided under a deed of retirement dated 3-6-83, Assurer No.1 Trust was allotted with the portion of the land admeasuring 6735 sq. yards as evidenced by the deed of retirement dated 3-6-1932 while its trustees abovenamed and others as partners ceased to have any right therein.

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- c) that it (Trust) has subsequently became a partner in the firm of M/s.R.S.& Co., with Vendor No.1 as its other partner under a Partnership deed dated 16-2-1984.
- d) that out of the land admeasuring 6735 sq. yds. to which it became entitled to, as aforesaid, it had contributed only 3000 sq. yds. and sheds/structures that were erected thereon situated on Eastern side of S.No.13, Rasoolpura as capital contribution to the newly constituted firm and thereby converted the same as the partnership asset of M/s.R.S.& Co.
- e) that on dissolution of the said firm, M/s.R.S.& Co. the aforesaid piece of property (situated in an area admeasuring 3,000 sq. yds) was allotted to the other partner, namely vendor No.1 and consequently vendor No.1 is now entitled to the same as the sole owner/propreitor thereof, owning the assets of M/s.R.S.& Co.

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- that it has no subsisting right or interest in the aforesaid piece of property in which schedule mentioned items of property are situated;
- that it has joined in execution of this sale deed not because it has got any subsisting right or interest in the said property (which ceased to be property in which it has any interest on and from 16-7-84) but at the request of Vendors 1 and 2 and the vendee and three others for assuring that they, as Purchasers, will be entitled to hold, possess and enjoy the said items of property with full and absodute rights of ownership; and
- (h) that under the deed of trust dated 2-4-1981, executed by Sri Bipin R Goda, Trustees thereof were entitled, in their absolute descretion to invest the trust funds in any business and/or carry on the same in partnership with others and therefore it (Trust)



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was properly inducted into partnership as partner and the Trustees thereof were justified in discharging their functions, in the manner they did.

- 6. Vendor No.2 hereby declare, assure and represent to the vendee:
- a) that it is a trust duly constituted under a Deed of Trust dated 31-3-1981 by Shri Ashok C Desai;
- b) that it had become partner in the firm of M/s.Modi Builders under a deed dated 2-4-1981 with Vendor No.1 who also happened to be one of the Trustees with powers to invest trust funds in any business and/or to carry on business in partnership with others.

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- c) that M/s.Modi Builders became entitled to the previleges such as right to use and enjoy the structures as assignee of the rights of licence, under the deed of assignment dated 1-11-1981;
- d) that after the dissolution of the said firm, M/s.Modi Builders, evidenced by the Deed of Dissolution dated 3-4-1984, the Vendor No.2/Trust became exclusively entitled to the assets of M/s.Modi Builders as the allottee thereof. In otherwords, the Vendor No.2 is now having a subsisting interest in the schedule mentioned items only for using and enjoying the said items of properties (held by the dissolved firm, M/s.Modi Builders) in the circumstances set out supra.
- e) that the aforesaid firm (before its dissolution) leased out the structures comprising of the three items of property described in the schedule and also

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the property in plot No.17 in S.No.14 of Rascolpura, to M/s.Allied Sales Corporation under lease deed dated 13-2-1985 and registered as S.No.393/85.

- f) that it (vendor No.2)has agreed for conveying transferring and assigning all and whatever
  rights, interest, privileges, it is having in the
  schedule mentioned properties along with Vendor No.1
  (who is otherwise the owner thereto) to the Vendee
  and three others; and
- (g) that on account of the said rights which Vendor No.2 is now having (in pursuance of Agreement of Licence and its subsequent assignment and ultimate dissolution of the firm, M/s.Modi Builders on 3-4-84) is executing this Sale Deed and other deeds for effectively conveying and transferring all its rights, and interest of whatsoever nature it has in

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the said three items of property described in the Schedule in favour of the Vendee and three others.

- 7. Vendor No.1 declares, assures and represents to the Vendee:
- a) that by virtue of the Deed of Dissolution of M/s.R.S.& Co. he has become the sole and absolute proprietor of all the assets and affects of the said firm, including the rights, title and interest to the extent of 3000 sq. yds. of land situated on Eastern side of land in S.No.13 of Rasoolpura, with structures thereon which was brought into the hotchpot and converted into a partnership asset by Assurer No.1 as its capital contribution.

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SECUNDERABAD - A. P.

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- b) that he (Vendor No.1) is thus the sole, absolute and exclusive owner of said land with structures covered by and in the three items of schedule mentioned properties situated in an area admeasuring 1728 sq. yards or 15552 sq. ft.
- that vendor No.2/Trust was entitled only to the user of the premises as per terms of licence agreement executed in his favour as licence and assigned by him to it;
- d) that he is also one of the trustees of Vendor No.2 and as such he is also deemed to be executing this deed as the other trsutees of vendor No.2;

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- e) that since his joint family ceased to be partner in M/s.Modi Builders, he in his capacity as the Karta of the said joint family, declare thatit (HUF) has no subsisting interest in the schedule mentioned properties;
- that he/Vendor No.1 in his individual capacity and as owner of the schedule mentioned property decided to sell the said properties along with the Vendor No.2 to avoid any possible misunderstanding in future between himself and Vendor No.2 in the matter of enjoyment of the said property or the income therefrom, on terms mutually agreed to between them; and
- g) that vendee and three others shall henceforth hold, possess and enjoy the schedule mentioned properties in their proportionate share with full and absolute rights:

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- 8. Vendors abovenamed hereby declare, assure and represent to the vendee:
- a) that the schedule mentioned properties are free from all encumberances, mortgages, charges, claims or demands of whatsoever nature including those of Assurers/parties of the second part abovenamed;
- b) that the huge shed and the double storied building were constructed after obtaining sanction from the Cantonment Board;
- c) that photostat copies (not xerox) and the negatives of all the documents, inclusive of the partnership deeds, dissolution deeds, trust deeds, sale deeds, original lease deed dated 13-2-1985 (executed by M/s.Allied Sales Corporation) tax receipts

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and other documents/papers pertaining to the schedule mentioned property have been handed over to the vendee;

- that they will give and make available for inspection of the original documents retained with them to the vendee or his agents at all reasonable times;
- that all taxes, levies and assessments due and payable for the said items of properties have been paid in full to the local authority and Government and there are no amounts due and payable until this day;
- f) that nothing stated herein is false or untrue.

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L. NO. 26,67 R. NO. 6/87
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: 31 :

- 9. The Vendors agree, assure and covenent with the Vendee:
- a) that apart from the first floor constructed in the 'T' shaped building described as Item No.2 of schedule properties no more floors will be constructed over the said double storied building by them or any one whosoever unless agreed to by the vendee and three others and owners of first floor and subject to terms and conditions mutually agreed between them.
- b) that the access to the first floor shall be through the portion of the building situated on the Southern side of the property hereunder conveyed to the vendee and not from the items of property conveyed to vendee and three others;

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STAMP VENCOR,
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SECUNDERABAD - A. P.

## : 32 :

- c) that the owners of the first floor of the double storied building shall not be entitled to or enjoy any right easementary or otherwise or claim to the benefit of the use of any land in the ground floor appurtenant to the said building for any purpose whatsoever;
- d) that the present arrangements for supply of water through overhead water tanks shall however continue and they enure to the benefit and use of owners of both ground and first floors and the occupants thereof;
- e) that the title to the first floor which has not so far been transferred or conveyed to any other will be conveyed in future only subject to the above terms and conditions; and

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- f) that in the open land situated on the Eastern side of the building (Item No.3 of schedule mentioned) properties) the vendee and three others are entitled to make any constructions or constructions of what-soever nature and the vendors or their representatives in interest in the remaining portion of the property (on the Southern side of schedule properties) or owners of first floor of the T-shaped building described in the schedule shall not have any objection therefor on the grounds of easement or otherwise;
- 10. The Vendors and Assurers hereby agree and covenent with the Vendee:
- (a) that they will do all acts, deeds and things as are necessary for effecting mutation in the records of local authority and the Government and in case of

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L. NO. 26, 67 R. NC. 6/87 STAMP VENDOR, CITY CIVIL COURT, SECUNDERABAD - A. P.

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necessity to establish that the title hereby con- veyed to the vendee is clear and marketable;

b) that if it is found or determined to be payable at any time in future any amount of tax or levies or otherwise found outstanding due in respect of and with regard to the schedule mentioned items of property hereunder conveyed, Vendors 1 and 2 with their joint and several liability, shall pay or reimburse the Vendee all such amounts as the case may be;

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35 :

c) that if at any time in future the vendee and three others deprived of the said property or any portion of the said property and the improvements made thereon and/or put to sustain any loss on account of any defect in their title to the said properties, non-compliance with the requirements of law, either under ULCR Act or otherwise and/or or any of the representations made herein are found to be incorrect or otherwise, the Vendors and Assurers will, with their joint and several

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liability indemnify the vendee and keep the vendee indemnified at all times and make good the loss sustained by the vendee, including the costs of litigation, if any.

11. The expressions "VENDORS" "ASSURERS" and "VENDEE" wherever they occur hereinabove shall mean and include unless repugnant to the context or subject not only the persons abovenamed but also all their respective successors—in—interest, executors, administrators, legal representatives and assigns.

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## SCHEDULE

All that part and parcel of land admeasuring 1728 sq. Yards or 15552 sq. ft. or 1446.69 sq. mtrs. situated on Eastern side of land covered by Survey No.13 of Rasoolpura, Secunderabad Cantonment, with the structures/sheds constructed thereon and bearing premises No.1-20-273

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### EEEMxNmxx:

ITEM No.1: Major portion (on the Western side) of the big shed with tin/zinc roof with a plinth area of 12,213 sq. ft. or 1357 sq. yards (out of total area of the ECHR shed admeasuring 13593 sq. ft.) and bounded on the:

EAST: Land and portion of the tin shed situated in Plot No.17 in S.No.14 of Rasoolpura.

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WEST: Remaining portion of the land in S.No.13 belonging to M/s.Bhagawandas M Parik family trust and in occupation of M/s.Crompton Greaves.

SOUTH: "T" Shaped double storied building (in S.No.13).

NCRTH: Road/premises of Unicorn Industries

ITEM No.2: All that ground floor of the "T" Shaped double storied building and bearing No.1-20-273 A

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### 40:

with a plinth area of 2004 sq. ft. of 186 sq. mtrs. situated in S.No.13 and bounded on the:

EAST: Property of Ramnath & Co. in S.No.13

WEST: Property belonging to M/s.Bhagwandas

M. Parik family Trust

SOUTH: Open place (Item No.3 set out below)

NCRTH: Zinc shed (Item No.1 supra)

ITEM No.3: All that open piece of vacant land situated in S.No.13, Rasoolpura, Secunderabad Cantonment, admeasuring 1342 sq. ft. or 149.11 sq.

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yds. and bounded on the:

EAST: T shaped building (Item No.2 supra)

Property belonging to M/s.Bhagwandas M.Parik family Trust (in S.No.13) WEST:

Road SOUTH:

NORTH: T-Shaped double storied building.

and delineated in red colour in the plan annexed hereto.

IN WITNESS WHEREOF THE vandors and Assurers have set their hands unto this SALE DEED and signed their names on the day and year abovewritten.



B. Ranchander
L. NO. 26,67 R. NO. 6/87
STAMP VENDOR.
CITY CIVIL COURT,
SECUNDERABAD - A. P.

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### ASSURERS:

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Prepared by

D. Sudershan Rao; B. A.

Document Writer,
LIC. NO. 10/85, R/NO. 4/87.

\$\hat{k}\$. G. Harredpally, SECUNDERABAD.

# ANNEXURE --- I-A

(a)	House No.	H.No.1-20-273, Secunderabad.	S.No.13 Rasoo	
	4.		and the second of the second o	and the second s
(b)	Age of the Building			5

- (c) Plinth area of each Floor 1/4th Share of \$0. FEETS: 12,213 sft of Tin Shed : 3,054 sft 2004 sft of R.C.C. : 501 sft
- (d) Nature of Rcof R.C.C. and Tin Shed.
- (e) Amenitie like Electricity, provided.

  well and well of Drinage

(f) Length of compound wall

of Fencing

(h) Annual Rent/Value

(i) Party's own estimated Value

(g) Total Site

T/4th Share of 1728 Sq.Yds

Rx.

Rs. 15,000 P.A.

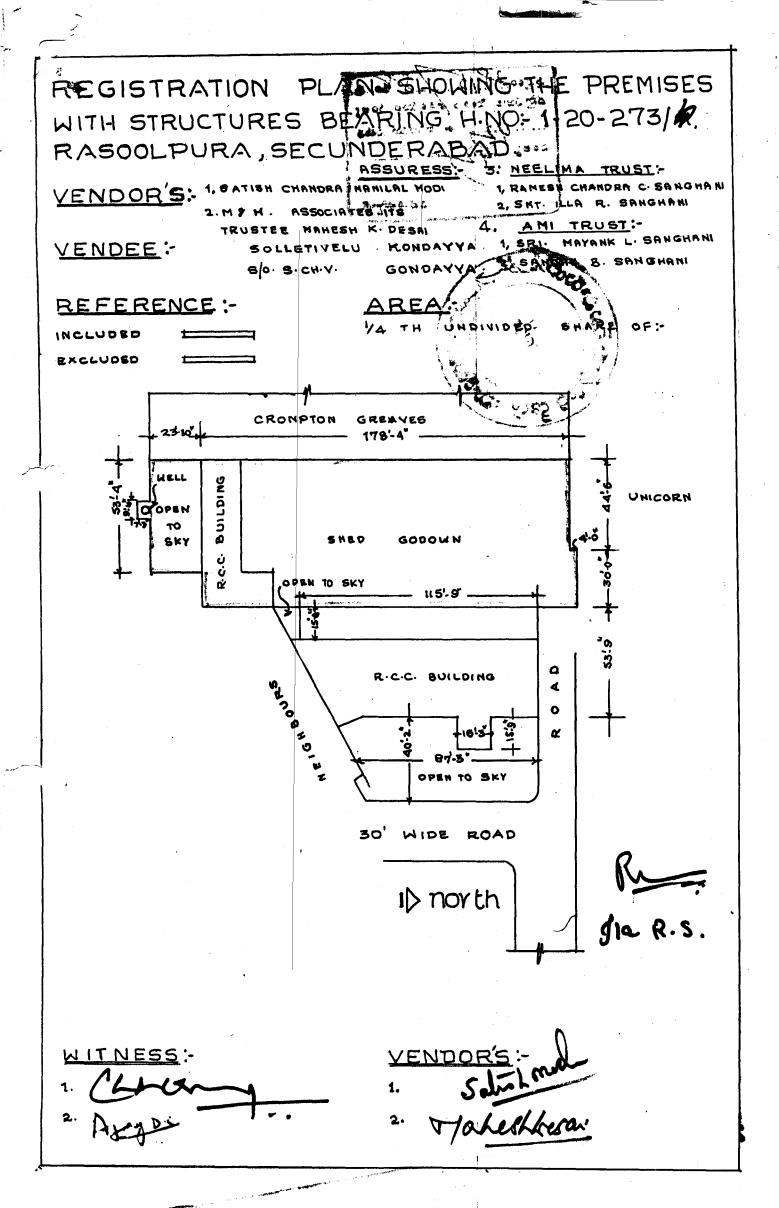
Rs. 3,50,000

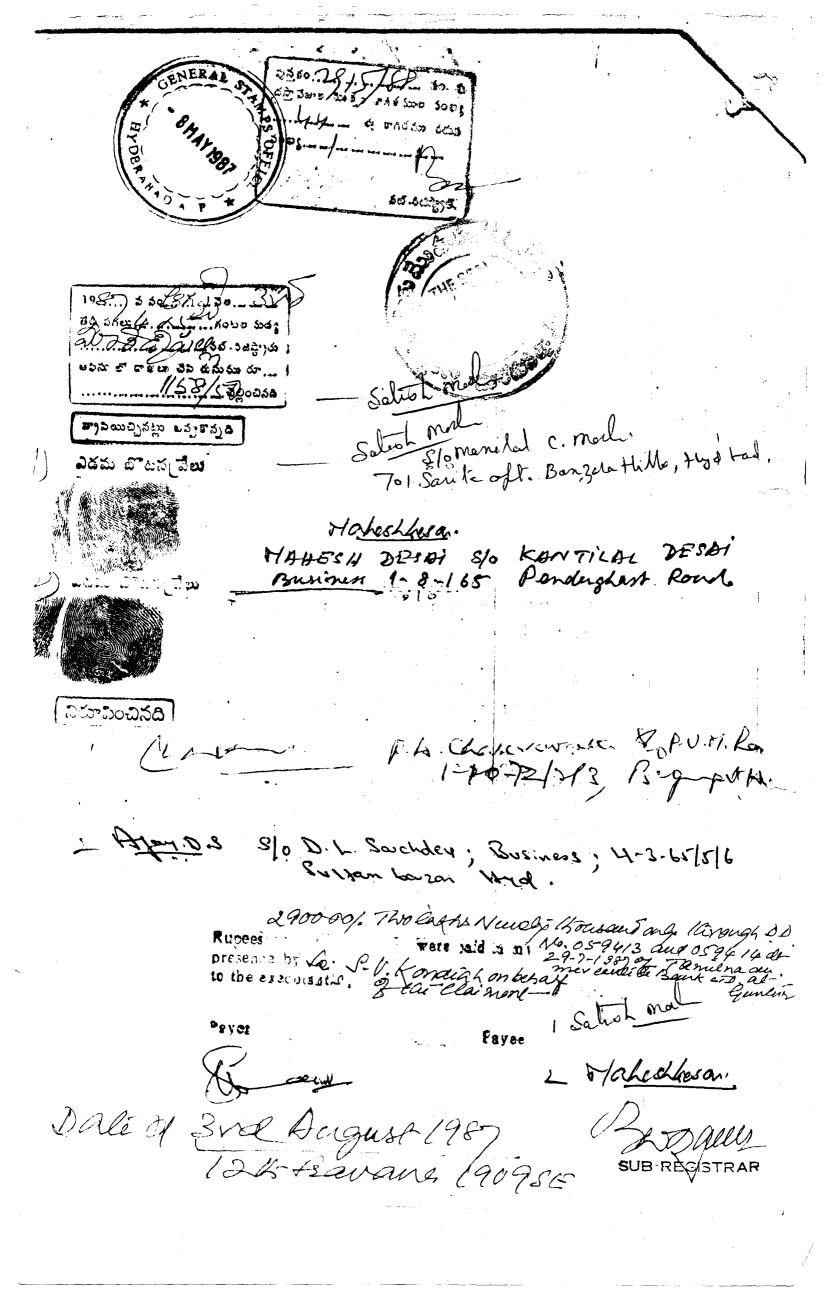
: 432 sq.yds.

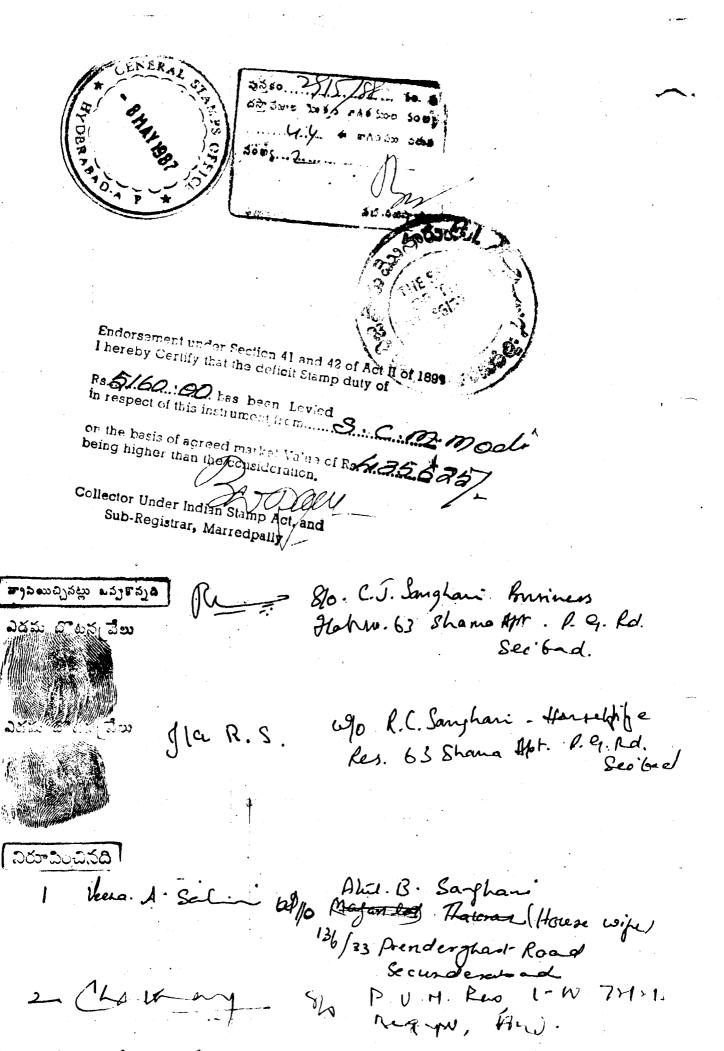
- (j) Departmental Value Rs. 4,35,625.

Place; Secunderabad. VENDOR Satural months

Date: VENDEE



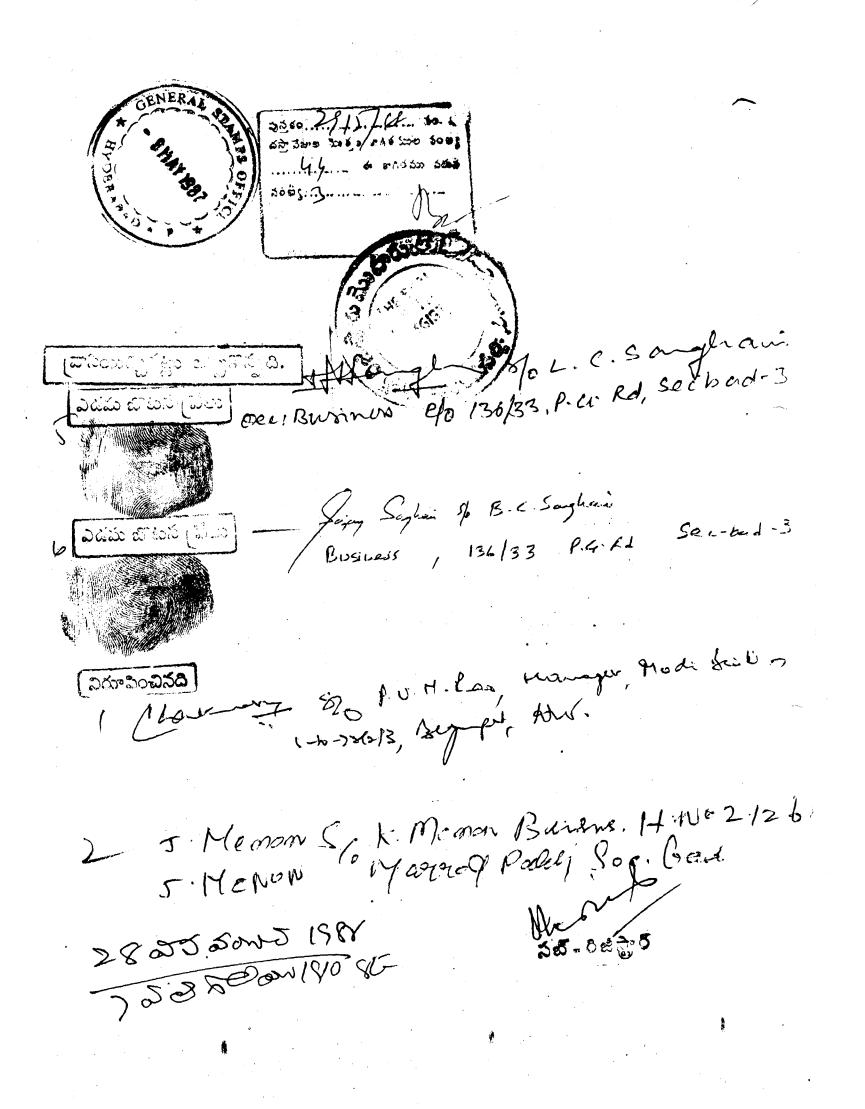


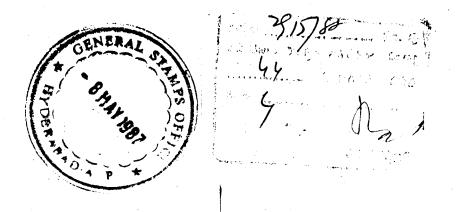


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