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L. NO. 26/67 R. N. C. 6/67
STAMP VENDOR.
CITY CIVIL COURT.
SECUNDERABAD - A. P.

## SALE DEED

This Sale Deed is executed at Secunderabad on this I no day of May 1987 by:

1. Swaroop Singh Gour, sen of Gopal Singh Gour, aged 43 years;

- 2. Sukhesh Singh Gour, settof Shri Gopal Singh, Gour, aged 31 years; residents of House No.7-1-894, R.P.Road, Secunderabad.
- 3. M/s.M & M Associates, a Trust, having its Office at 5-4-187/3-4, Karbala Maidan, M G Road, Secunderabad, represented by its Trustees:
  - (1) Satish Chandra M Modi, son of Manilal Modi, aged 45 years; and
  - (ii) Mahesh K Desai, son of Kantilal Desai, aged 43 years;

All are residents of Prenderghast Road, Secunderabad.

hereinafter called "VENDORS" or "PARTIES OF THE FIRST PART" in favour of:

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Maddali Kameswara Rao, son of Venkateswara Rao, aged 21 years and resident of House No.5-21-26, Brodipet (2nd line, 3rd cross road), Guntur, A.P.

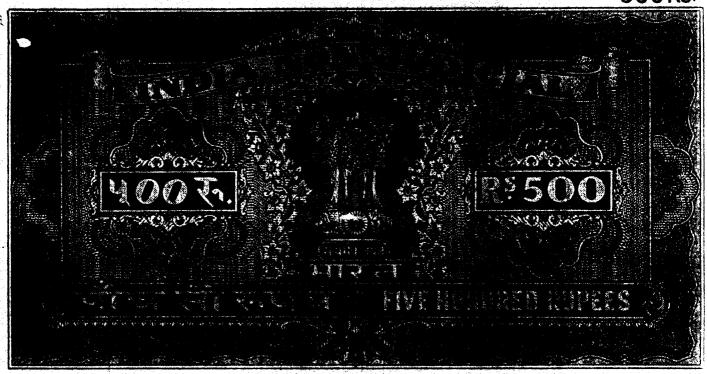
hereinafter called "VENDEE" or "PARTY OF THE SECOND PART" witnesses:

WHEREAS Plot No.17 admeasuring 1033.33 sq. yds. situated in Survey No.14 of Rasoolpura, Hyderabad belonged to Naraindas Narang, son of Shri Kishandas by virtue of a sale deed executed in his favour on 14-12-1964 and registered as document No.2030 of 1964.

AND WHEREAS the said Sri Naraindas sold portions of the land, namely admeasuring 633.33 sq. yds. demarcated as Plot No.17-B to the Vendor No.1 under sale deed dated 30-1-1980 and registered as document No.204 of 1980 and the Portion admeasuring 400 sq. yds. demarcated as Plot No.17-A to Vendor No.2 under sale deed dated 30-1-1980 and registered as Survey No.205 of 1980.

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AND WHEREAS the Vendor No.2 has sold the Portion (Plot No.17-A) comprising of 400 sq. yds. to M/s.Steel Centre, Pan Bazar, Secunderabad, under sale deed dated 15-5-1981 and registered as document No.2701 of 1981.

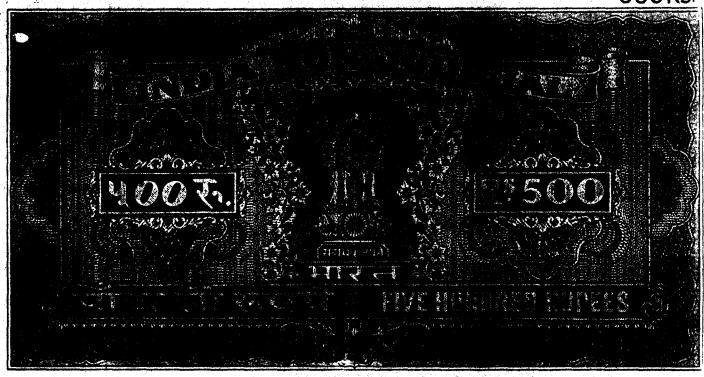
AND WHEREAS the Vendor No.2 has repurchased the said portion marked Plot No.17-A from M/s.Steel Centre under sale deed dated 2-3-1983 and registered as document No.413 of 1983.

AND WHEREAS the Vendors/parties of the first part, who are brothers, have thus become the owners of the two portions in Plot No.17 admeasuring in all 1033.33 sq. yds. under sale deeds aforementioned.

AND WHEREAS the Vendors, as owners of the two portions of said Plot No.17 have agreed to sell their respective portions of the said plot to M/s.Modi

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Builders, under Agreements of sale separately executed on 26-6-1982. Under the terms of the said contracts, the Vendors have put the said concern, M/s.Modi Builders, in possession of the said land which was vacant and permitted the latter to make use of the same by making constructions thereon and also received the entire sale price payable to them. The said M/s.Modi Builders have constructed a building for office purpose with R C C Roof and extended the huge shed, constructed in the land adjacent to it on its Western side, to a small portion of the land covered by Plot No.17 and thus M/s.Modi Builders is now in actual possession of the said Plot No.17 and the constructions made therein, comprising of the following:

a) Open area on Eastern side of R.C.C. Building.

3,255.00 sq.ft.

b) Area covered by R C C Building

4,486.00 sq.ft.

c) Small quadrangular bit of open land on the South Eastern side of shed.

98.00 sq.ft.

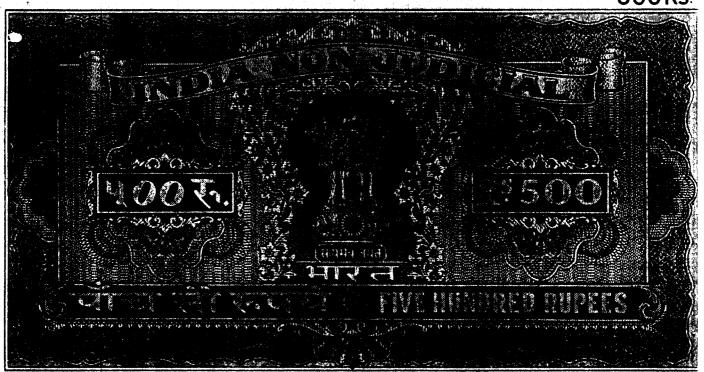
d) Area covered by huge shed situated on Western side (12 x 115 ft.)

1,380.00 sq.ft. 9,219.00 sq.ft.

or 1,024.33 sq.yds.

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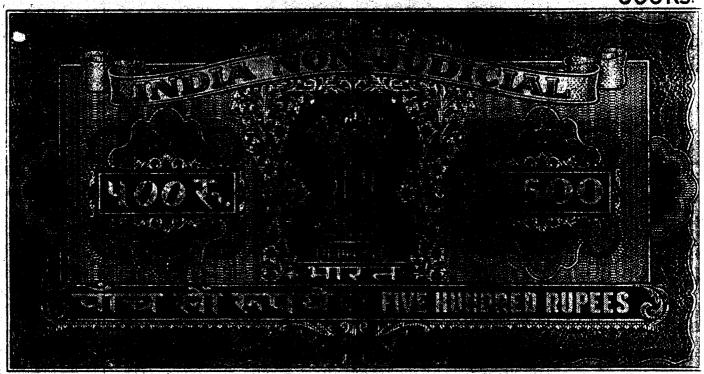
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AND WHEREAS the concern Ws.Modi Builders was a Partnership firm constituted by Mys.M & M Associates, a Trust (declared and brought into being by Ashok Chatur Lal Desai under a deed of trust dated 31-3-81) and Satish Chandra M Modi as Karta of his joint family on terms and conditions set out in the partnership deed dated 2-4-1981. The said Partnership however was dissolved under a deed of dissolution dated 3-8-84 and the assets of the firm were taken over by the major share holder, namely M & M Associates/Trust, Vendor No.3.

AND WHEREAS rights and benefits held and possessed by Ws.Modi Builders, as Purchasers of the portions of Plot No.17 and the constructions made thereon are now vested in and belong to Vendor No.3 (M & M Associates/Trust).

AND WHEREAS Vendor No.3 intended to sell away the said Plot which they have agreed to purchase from

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Vendors 1 and 2 and also the constructions made therein, on account of its financial necessities.

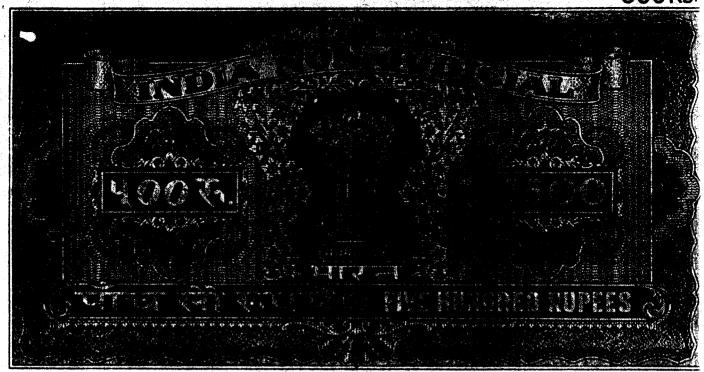
AND WHEREAS the Vendee and three others, namely:

1. Maddali Kameswara Rao; 2. Maddali Rama Mohan Rao;

3. Maddali Giridhar Rao and 4. Smt. Solleti Kameswari, wife of Velu Kondaiah, have jointly offered to purchase from the Vendors the said Plot No.17 and also the structures thereon for a sale price of Rs.6,00,000/-(Rupees six lakhs only) and the Vendor No.3 has accepted the said offer and agreed to get the land covered by Plot No.17 conveyed in their favour under the Conveyance Deeds duly executed by Vendors 1 and 2 as its nominees and also to convey all its rights, title and interest in the said plot and the constructions made in the said Plot.

AND WHEREAS the Vendor No.3 has requested the Vendors 1 and 2 to convey title to Plot No.17 admeasuring 1033 sq. yds. in favour of the Vendee and three others as their nominees and the Vendors 1 and 2 have agreed to the same.

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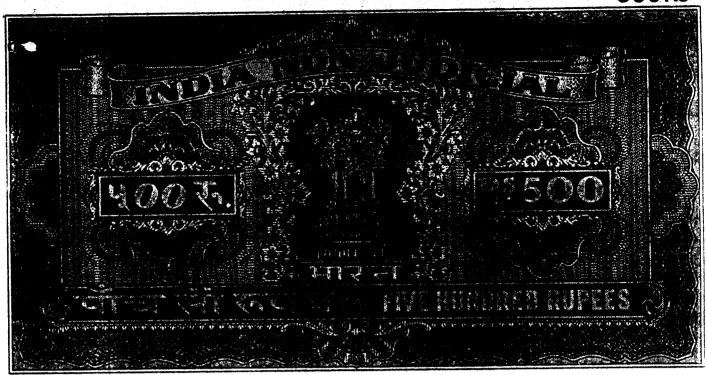
Ramchander CITY CIVIL COURT, SECUNDERABAD - A. P.

AND WHEREAS the Vendee and three others have requested the Vendor No.3 to join in execution of the sale deed conveying not only the Plot No.17 (by the Vendors 1 & 2) but also to convey the right, title and interest in the structures made thereon, in their favour and the Vendor No.3 has agreed to the same.

AND WHEREAS Vendors 1 and 2 have given notice under Section 26 U.L.C.R.Act to Competent Authority for the sale of the said portions of Plot No.17 admeasuring 1,033 sq. yds. Since their holding of vacant land, or land with buildings do not exceed ceiling limit, Defence Estates Officer and Competent Authority has informed the Vendors that the said Plot was not required for its needs.

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 to convey to each of them,

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an undivided one fourth share of the aforesaid 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 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.

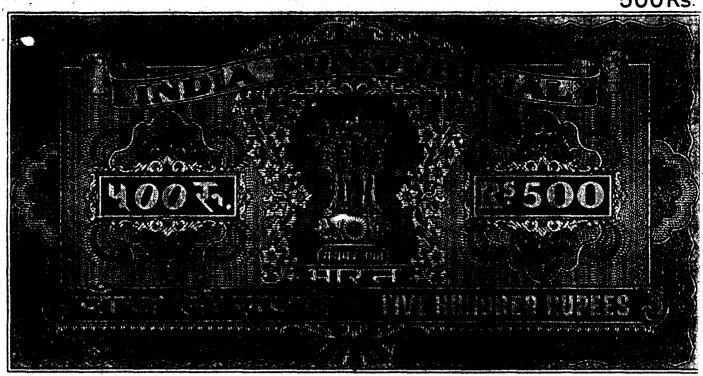
AND WHEREAS Vendors have applied for and obtained clearence certificate contemplated under Sec.230-A of I.T.Act from the Income Tax Officer Ward No. I Circle No. III of Hyderabad.

## NOW THIS SALE DEED WITNESSES AS FOLLOWS:

In pursuance of the aforesaid agreements and in consideration of the sum of Rs.1,50,000/- (Rupees one lakh fifty thousand only) well and truly paid by the Vendee

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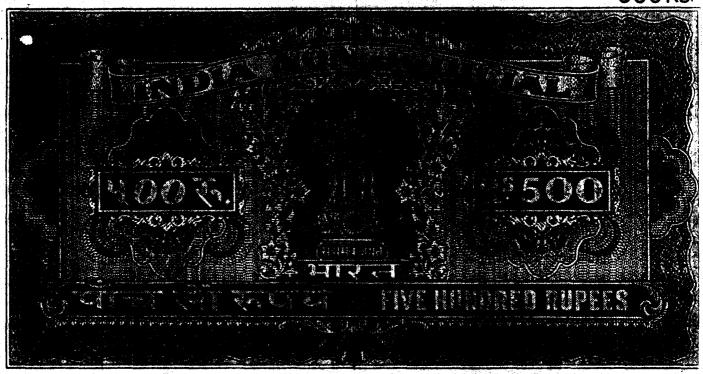
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to the Vendors, viz. Rs.50,000/- (Rupees fifty thousand only) on 13-10-1986 vide Demand Draft Nos.7609868/ 7320 and 7609870/7322 dated 4-10-1986 of the Canara Bank, Guntur, drawn in favour of Satish Chandra Modi. Trustee of Vendor No.3 and the balance of sale consideration of Rs.1,00,000/- (Rupees one lakh only) paid this day at the time of registration of the sale deed by handing over to the Vendor No.3 the Demand Drafts bearing Nos. 940 851 dated 29-7-1987 dated of the Canara Bank, Guntur, drawn in the name of Satish Chandra Modi, Trustee of Vendor No.3, the receipt whereof, aggregating Rs.1,50,000/- (Rupees one lakh fifty thousand only) is hereby admitted, accepted and acknowledged by the Vendors, the Vendors hereby convey, transfer, sell and assign in favour of the Vendee, free from all encumberances, all that undivided one-fourth share in plot of land admeasuring 1,033 sq. yds. or 864.83 sq. mtrs. in plot No.17, situated in Survey No.14, Rasoolpura, Secunderabad Cantonment and the constructions made

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thereon, consisting of:

a) Open area on Eastern side of R C C
Building ... 3,255.00 sq.ft.

b) Area covered by R C C Building .. 4,486.00 sq.ft.

c) Small quadrangular bit of open land on the South-Eastern side of shed .. 98.00 sq.ft.

d) Area covered by huge shed situated on Western side (12 x 115 ft.) 1,380.00 sq.ft.

and more particularly described at the foot of this deed and delineated in red colour in the plan annexed hereto (hereinafter called the "said property") together with all rights, easements, privileges, appurtenances, liberties and all things attached and reputed to be attached thereto and all that estate, title and interest of the Vendors in or to the same.

2. The Vendors hereby declare that the said property is till now, in possession and enjoyment of Vendor No.3, through its Tenant, M/s.Allied Sales Corporation, to whom the aforesaid property was leased out along

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with the property situated on the Western side thereof under a lease deed dated 13-2-1985 and registered as Serial No.393/85. As such, the Vendor No.3 has today attorned and directed the Tenant, M/s.Allied Sales Corporation to henceforth pay one-fourth of the rents etc. payable by it to the Vendee as the owner of the said property and the Vendee shall henceforth hold, possess and enjoy the said property (his undivided one fourth share) as his absolute and exclusive property without any let or hindrance from the Vendors or any one claiming through them.

The Vendors 1 and 2 hereby declare, assure and represent to the Vendee that they have been in possession and enjoyment of Plot No.17 in Survey No.14 as owners thereof; that they have agreed to sell the said portions of the said plot No.17 to M/s. Modi Builders, the assets of which are now owned by the Vendor No.3; that in pursuance of the Agreements for sale of the said land, M/s. Modi Builders, was put in possession

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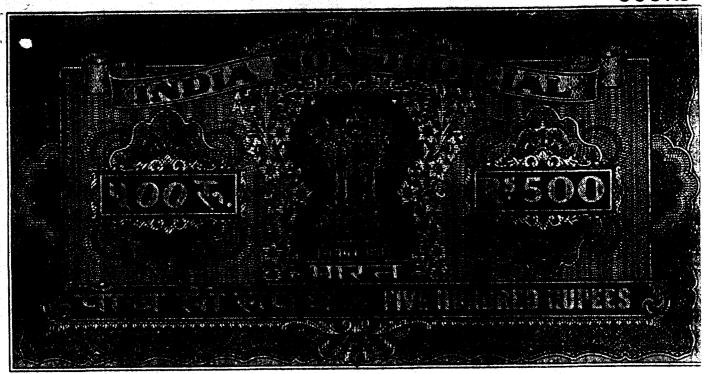
STAMP VENDOR,
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of the said land; that M/s. Modi Builders, had made constructions therein and that the said plot of land which they have agreed to sell to M/s.Modi Builders is free from all encumberances, mortgages, claims or demands of whatsoever nature; that the original title deeds have been handed over to the Vendee at the time of registration of the sale deed and the said Vendee shall make available and give Inspection of the said documents to the three other purchasers of the remaining three fourths share of the above property at all reasonable times; that the said property is conveyed in favour of the vendee at the request of Vendor No.3, who has paid the consideration payable for the entire land to them under the Agreements of sale; that the portions of the said plot were purchased by them with their own earnings and savings and as such portions of the said plot constitute their separate property in which their children do not have any manner, of right, claim or interest thereto; that they have agreed to sell the said plot for purposes of meeting their personal requirements and financial needs and that nothing stated herein is false or untrue.

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The Vendor No.3 hereby declares, assures and represents to the Vendee that the Trust has been constituted under a Deed of Declaration of Trust dated 31-3-1981 by Sri Ashok C Desai; that the said Trust (in exercise of the description vested in the Trustees under the Trust Deed) became partner with Satish Chandra Modi (in his capacity as Karta of his joint family) under deed of partnership dated 2-4-1981 and thereby the firm, M/s.Modi Builders has come into existence; that the said firm has been duly dissolved with effect from 1-4-1984 and the assets of the said firm were allotted to the Vendor No.3/Trust, as evidenced by the deed of dissolution dated 3-8-1984; and that the firm, M/s. Modi Builders, after having -entered into Agreements to Purchase portions of Plot No.17 in Survey No.14 of Rasoolpura from the Vendors 1 and 2 have made constructions thereon: that the said constructions now belonging to Vendor No.3 along with the property on the Western side, is being possessed and enjoyed by it by leasing out the same to M/s. Allied

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STAMP VENDOR.
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Sales Corporation under lease deed dated 13-2-1985 and the registered as Serial No.393/85; that it has decided to sell away the said property while selling the property situated on the Western side thereof to the Vendee to the three others; that this sale deed is executed by Vendors 1 and 2 in favour of the Vendee conveying title to one fourth share in the plot No.17 in Survey No.14 of Rasoolpura, Secunderabad, as the nominee of Vendor No.3 (who is now owning the assets of M/s. Modi Builders); that the Vender No.3 has paid the consideration in full to the Vendors 1 and 2 and therefore the Vendors 1 to 3 are entitled to convey the schedule mentioned property including the structures to the Vendee and three others, and all their rights, title and interest under the Agreements of Sale; that the structures put up by Vendor No.3 on the said plot are free from all encumberances, mortgages, claims or demands of whatsoever nature; that tax receipts relating thereo the schedule mentioned property and also papers relating thereto are handed over to

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the possession and custody of the Vendee and that nothing stated herein is false or untrue or otherwise.

Vendors agree and covenent with the Vendee that they will do all acts, deeds and things as are necessary for effecting mutation in the records of the local authority and the Government and in case of necessity to establish that their title, namely of Vendor No.1 and 2 to the Plot No.17 in Survey No.14 and of the structures put up by the Vendor No.3 are clear and marketable; that if at any time in future any amounts or levies, taxes, due and/or determined to be payable in respect of the schedule mentioned property, and the constructions made therein are found due and payable the Vendors will pay the same with their joint and several liability and the vendee is not liable therefor to any extent whatsoever; that if any time in future the the vendee and the three others are deprived of the said property or portions of the said property or put to any losses on account of any defect in the title of

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Vendors to the land and the building constructed thereon or any of the representations made herein are found to be incorrect or untrue or otherwise, Vendors with their joint and several liability will indemnify the vendee and keep the vendee indemnified at all times and make good the loss or losses sustained by them (Vendee and three others) including the costs of litigation.

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

## SCHEDULE

All that undivided one fourth share in the property, comprising of plot of land admeasuring 1,033.sq.yds. or 864.83 sq. metres situated in Plot No.17 in Survey

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No.14 of Rasoolpura and bounded on the:

NORTH: Road

SOUTH: Property belonging to Dr.Someswar & Yadagiri Family Trusts

EAST:

WEST: Property of Satish Chandra Modi and

Vendor No.3

and the constructions made therein, namely the said property now comprises of:

a) Open area on Eastern side of R.C.C. Building

3.225.00 sq.ft.

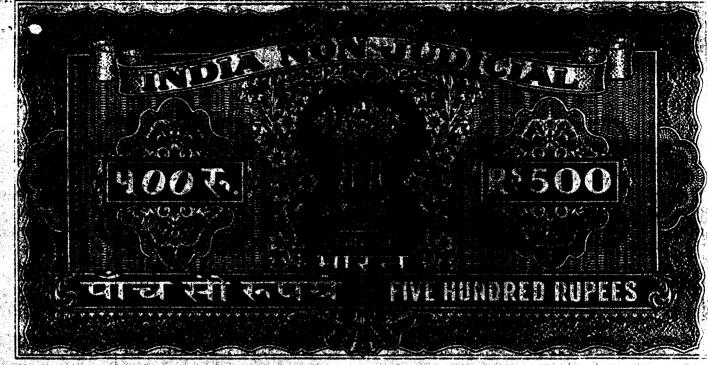
b) Area covered by R C C Building

4,486.00 sq.ft.

c) Small Quadrangular bit of open land on the South Eastern side of shed

98.00 sq.ft.

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d) Area covered by huge shed situated on Western side (12 x 115 ft.) ... 1,380.00 sq.ft.

and delineated in red colour in the plan annexed hereto.

IN WITNESS WHEREOF the Vendors have set their hands unto this SALE DEED and signed their names on theday and year abovewritten.

## WITNESSES:

1. Alay. D.S

**VENDORS** 

1. \$ 1. My 2. \$\frac{1}{2}\$.

3. by its Trustees:-

(1) Satish mol

Prepared by

DSulev Standa

D. Sudershan Rao; B.A.
Document Writer,

LIC. NO. 10/85, R/NO. 4/87, S. R. O. Mairedpaile, SECUNDERABAD.

(11) Malukkesan

REGISTRATION PLAN SHOWING THE PREMISES AITH STRUCTURES BEARING HINO: 1-20-273/ RASOOLPURA, SECUNDERABAS. M . M. ASSOCIATES :-1. SHAROOP SINGH GOUR SATISH CHANDRA M. HODI VENDOR'S: Sh. GOPAL SINGH GOUR

1. SUKHESH SINGH GOUR

SI KANTILAL DESAL KAMESHARA RAO

VENDEE :

VEWATESHARA RAO

REFERENCE :-AREA : UNDIVIDED SHARE OF 1033-3359406 NCLUDED EXCLUDED SHED KREA - 1,380 SAFT CROMPTON GREAVES 178'-4" SUILDING UNICORN BKY 115-5" R.C.C. BUILDING 0 WIDE ROAD 10 north

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