

AGREEMENT OF SALE

This Agreement of Sale executed at Secunderabad on this the 3rd January 1966 by and between :

- i. Sri. Suresh S. Seth, 2/o. S. Sathi Kumar J. Seth aged about 26 years and resident of Secunderabad residing at Venkateswara Nagar Colony, Lakshminarayana Apartments II floor.
- ii. Sri. Lakshmi Kant C. Seth 2/o. Chinnalai J. Seth aged about 27 years and resident of Secunderabad residing at 143-215/22, Pranderghat Road.
- iii. H/c. Meera Industries, a partnership firm having its registered office at Hill Street, Secunderabad represented by the Managing Partner Sri. Satish Modi.
- iv. Sri. Satish Modi 2/o. Banilal C. Modi aged above 45 years residing at "Sarita Apartments" Road No. 46 Banjara Hills, Hyderabad hereinafter called the "PARTY" or the ONE PART.

A N D

- i. Sri. D. Sudhakar Reddy 2/o. D. Radhakrishna Reddy aged above 31 years.
- ii. Mrs. D. Radhakrishna 2/o. Radhakrishna Reddy, aged above 30 years.

RECEIVED
SRI SURESH SETH

3. Smt.D.Surekha W/o.D.Surendranath Reddy aged about 24 years,
4. Sri.D.Siddarth S/o.D.Surendranath Reddy aged about 5 years,
5. Sri.M.Srinivasulu Reddy S/o.Jala Reddy aged about 39 years,
6. Smt.M.Syama W/o.Sri.Srinivasulu Reddy aged about 32 years,
7. M.Deepa D/o.Sri.Srinivasulu Reddy aged about 13 years,
8. M.Sridhar S/o.Sri.Srinivasulu Reddy aged about 10 years,

5 to 8 represented by the C.P.A Holder Sri.D.Radhakrishna Reddy resident of 16/933,Komasekhara Puram, Nellore, hereinafter called "Purchasers" of the OTHER PART (the terms "VENDORS" and "PURCHASERS" where ever they occur here under and where ever the context so admits include their heirs, executors, administrators, legal representatives, successors and assigns etc) WITNESSES :

WHEREAS AS the 1st and 2nd VENDOR are the absolute owners of the land bearing S.Nos 8 and 9 of an extent of 2160 Sq.metres situated at Kasolpura Village, Secunderabad Contonment having got the same by means of two gift deeds, one executed in favour of the 1st VENDOR herein for an extent of 2 574 Sq.metres and the other executed in favour of the 2nd VENDOR herein for an extent of 536 Sq.metres by means of two registered gift deeds executed on 28-5-1981 and registered as document Nos.1517/81 and 1519/81 in the Sub-registrar's office, Marredpally, Secunderabad from Sri.Chimanlal J.Seth S/o.Jagjivandas J.Seth and (2) Sri.Santhi Kumar J.Seth S/o.Jagjivandas J.Seth both being partners of M/s.Atul Pharma and Surgical Dressing Co., a registered partnership firm who in their turn having purchased the same along with some other land in the name of the Firm by means of two registered sale deeds dated 12-8-1971 and 28-8-1974 and registered as document Nos. 1380/71 and 1394/74 respectively in the office of the Sub-Registrar, Secunderabad from several Vendors named therein.

WHEREAS the VENDORS 1 and 2 herein above and all other persons who are having land in the said numbers entered into a two agreements dated 1-4-1984 under which they put the 3rd VENDOR in full possession of an extent of 1628 Sq.metres to do up the same and construct on the said property, all structures at their own cost and continue in occupation of the same for a period of 11 years besides other terms ... 3.

and conditions mentioned therein.

WHEREAS the VENDOR No.3 herein has put up new constructions on the said land to an extent of 567.55 Sq.yards equivalent to 475.16 Sq.metres and let out the same to A/s, The Tamil Nadu Handloom Weavers' Co-operative Society Limited, who as lessees are in possession of the same on a monthly rent of Rs.13,250/- (Rupees Thirteen Thousand Two Hundred and Fifty only).

WHEREAS in the mean while the VENDORS 1 and 2 herein entered into an agreement of sale ~~dated~~ dated 1-7-1984 with VENDOR No.4 herein in respect of the above said property,

WHEREAS the VENDORS herein offered to sell the land of an extent of 567.55 Sq.yards equivalent to 475.16 Sq.metres out of 1,110 Sq.metres in S.Nos.8 and 9 which the VENDORS 1 and 2 got by the two registered gift deeds as mentioned above along with new constructions, now in possession of The Tamilnadu Handloom Weavers' Co-operative Society Ltd., as lessees, and the PURCHASERS agreed the same which is morefully described in the Schedule given below and hereinafter called the "SCHEDULE PROPERTY" for a consolidated price of Rs.5,86,000/- (Rupees Five Lakhs and Eighty Six Thousand only) the parties mutually agreed as follows :

1. The price of the Schedule Property shall be a sum of Rs.5,86,000/- (Rupees Five Lakhs Eighty Six Thousand only) including Deposit of Rs.56,000/- by The Tamilnadu Handloom Weavers' Co-operative Society Ltd.
2. The PURCHASERS paid a sum of Rs.3,00,000/- (Rupees Three Lakhs only) and Rs.56,000/- by deposit received by The Tamilnadu Handloom Weavers' Co-operative Society Ltd only by means of A/c payee demand drafts Nos. 971009 & 971011 dated 1.1.86 drawn on the Bank Andhra Bank towards purchase money, in favour of Savaratchi Mudi on behalf of all Vendors the receipt of which all the VENDORS hereby admit and acknowledge.
3. The PURCHASERS agree to pay the balance of the purchase money of Rs.2,00,000/- (Rupees Two Lakhs only) to the VENDORS at the time of the registration of the Sale Deed with interest at 12% per annum.

4. The VENDORS shall get the possession of the Scheduled Property from the Urban Land Council and pay the rent only.
5. The VENDORS shall hand over all the documents obtained from the Contonment Board with respect to constructions put up in the Scheduled Property before the occupation of the tenant. The Tamilnadu Handloom Weavers' Co-operative Society Ltd after paying due amounts to regularise the constructions in the Scheduled Property.
6. The VENDORS shall obtain the tax clearance certificate under Section 230-A of the Income Tax Act.
7. The VENDORS shall obtain no encumbrance certificate from the concerned Sub-Registrar in respect of the Scheduled Property.
8. The VENDORS shall obtain and hand over all the necessary permissions and certificates etc. to the PURCHASER for the purpose of the registrar on the Sale Deed and un-encumbered and proper enjoyment of the Scheduled Property.
9. The PURCHASERS shall execute the Sale Deed at their own cost within 3 month from the date of intimation to the PURCHASER by the VENDORS of their receipt of all the documents as mentioned in Clauses 4,5,6,7 and 8.
10. If the PURCHASES fail to take a Sale Deed in circumstances mentioned above, they have to pay the balance of the purchase money with interest at 15% per annum till the date of execution of the Sale Deed.
11. The construction possession of the Scheduled Property has been ~~delivered~~ given to the Purchasers by Vendors on 1-1-1980 since it is in possession of the tenants, M/s. The Tamilnadu Handloom Weavers' Co-operative Society Ltd., and the Purchasers are entitled to receive the rent of Rs.13,250/- per month from the The Tamilnadu Handloom Weavers' Co-operative Society Ltd., and the Vendors shall attain same by sending a letter to the tenant The Tamilnadu Handloom Weavers' Co-operative Society Ltd. It is all agreed between the parties that Sri.D.Surindranath Reddy will receive rents from the tenant on behalf of all Purchasers and issue receipts in favour of the tenant.
12. The expenses of drawing, reprinting, stamp and of the preparation of the Sale Deed shall be borne by the Vendors.

13. If the VENDORS commit any default in fulfilling their obligations, the PURCHASER shall have the right of specific performance of this agreement of sale apart from getting other reliefs.

SCHEDULE OF PROPERTY

All that piece and parcel of the land of an extent of 367.55 Sq.yards equivalent to 475.16 Sq.metres along with new constructions now under the occupation of Mr. & The Tamilnadu Handloom Weavers' Co-operative Society Ltd in E,Nos.8 and 9 situated at Kaseelpura, Secunderabad Contingment and bounded by

East :+ Road

South : Premises in occupation of Blue Star Ltd.

West : F.C.C. Building belong to Owners

North : Land belongs to Mr. Amanullah Seth

In witness whereof the parties have signed on this Agreement of Sale on this the 3rd day of January 1936 in the presence of the following Witnesses :-

WITNESSES:

1. *[Signature]*
2. *[Signature]*

VENDORS

1. *[Signature]*
2. *[Signature]*
3. *[Signature]*
4. *[Signature]*

PURCHASEE

1. *[Signature]*
2. D.Kannan
3. P.Saratchandran
4. M.Ganesan (Signature)
5. as represented by
S.P.A.Holding
In addition to above

The Vendor shall intimate to the Purchaser in writing the contents to Purchasers to inform him of the same in writing to all the Purchasers. To this effect an affidavit or attornment should be given.