711. Date 2.77 7=/1978 KJ. 250707 -. Cols 10 P. Solomon Stof Kurps Ratnam Riseled M. Ravinder Vor 10x Ster. Subodh. K. Desai (Huf) Sto Kanti. Sub-Registrer Lul. Deson He Son bend. Ex-Officio Stamp Vend

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

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SALE DEED

This Sale Deed is made and executed on this the 29th day of July 1998 by

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1. S. M. Modi Commercial Complex, a Proprietary Concern, represented by its Proprietor Shri Satish Modi, son of late Shri Manilal C Modi, Hindu, aged 53 years, residing at Plot No.1025, Road No.45, Jubilee Hills, Hyderabad

1102 IWI- 2. Shri. Soham Modi S/o. Shri. Satish Modi aged 29 years Occupation: Business, residing at plot No.1025, Road No.45, Jubilee Hills, Hyderabad

Occupation: Business, residing at plot No.1025, Road No.45, Jubilee Hills, Eyderabad hereinafter collectively called the VENDORS (which expression unless repugnant or inconsistent with the subject or context shall mean and include not only the said VENDORS but also their legal heirs, executors, nominees, administrators, representatives and assigns) of the ONE PART.

IN FAVOUR OF

Shri Subodh K. Desai HUF represented by its Karta Shri Subodh K. Desai S/o. Shri Kantilal Desai, having its office at 5-1-513, Hill Street, Ranigunj, Secunderabad - 500 003 hereinafter called the PURCHASER (which expression unless repugnant or inconsistent with the subject or context shall mean and include not only the said PURCHASER but also it. legal heirs, executors, nominees, administ-rators or assigns successors in office) of the OTHER PART.

Whereas Shri Praveen Modi, son of late Shri Manilal C. Modi sole, absolute and exclusive owner of was the admeasuring 1980 sq. yards forming part of the land known as "KARBAIA MAIDAN", by virtue of registered deed of sale dated 28th May, 1965 registered as document No. 1686, Book I, Volume 129, Pages 55 to 60 before the Joint Sub-Registrar, Hyderabad.

Whereas subsequent to purchase of the said property Shri Praveen Modi entered into a Partnership with Shri Satish Modi under deed of partnership dated 27/03/1980 under the name and style of M/s. S. M. MODI COMMERCIAL COMPLEX, the VENDORS herein for the purpose of construction and sale of commercial buildings, offices, shops, etc. on a portion of the land admeasuring approx. 1000 sq. yards out of the said 1980 sq. yards.

Whereas under the terms of the Deed of Partnership, multi-storeyed commercial complex known as S. M. MODI COMMERCIAL COMPLEX with municipal No. 5-4-187/5, situated Karbala Maidan, Continental Road, (Neckles Secunderabad is constructed.

Whereas on 31/12/1983 the partnership firm was dissolved and Shri \$atish Modi become the sole proprietor of M/s. S. M. MODI COMMERCIAL COMPLEX and has thus become absolute owner of the building bearing municipal, No.5-4-187/5/19 situated at Karbala Maidan, Continental Road (Neckles Road) Secunderabad.

Whereas Smt. Tarulata S. Modi W/o. Shri. Satish Modi has paid for the premises bearing unicipal No.5-4-187/5/19 on 3rd Floor of the Complex adme suring 2,000 Sq. ft(Super-Built-up area). On her demise her sons Shri. Soham Modi and Shri. Sourabh Modi became her legal heirs. **VENDORS** herein have become absolute Owners or have subsisting rights in the $3^{\rm rd}$ loor bearing MCH No. 5-4-187/5/19 in S. M. Modi Commercial Complex situated at Karbala Maidan, Continenta/ Road (Neckles Secunderabad and admeasuring about 2000 Sq.ft together with an undivided share in land to the extent of 63.30 Sq.yards.

Whereas the VENDORS herein offered to sell and the PURCHASER agreed to purchase a portion of the third floor of the building known as S. M. Modi Commercial Complex, admeasuring about 1,000 sft (super-built-up area), forming part of a larger portion admeasuring 2,000 sft (superbuilt-up area); on the third floor, bearing municipal. No. 5-4-187/5/19 situated at Karbala Maidan, Continental Road (Neckles Road). Secunderabad, along with an undivided share of land admeasuring 31.65 sq. yards and one-eighth

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undivided share of the lift in the said Complex which is more fully described in the Schedule hereunder and in the plan annexed herewith, and hereinafter called the Scheduled Property for a total consideration of Rs. 4,75,000/- (Rupees Four Lakhs and Seventy Five Thousand only).

NOW THIS INDENTURE WITNESSETH :

- 1. That in pursuance of the above agreement the VENDORS have agreed to sell and the PURCHASER has agreed to SCHEDULE PROPERTY free the from encumbrances for total consideration of Rs. 4,75,000/-(Rupees Four Lakhs and Seventy Five Thousand only) having been paid to the VENDOR No.2 & 3 by the PURCHASER the receipt whereof is admitted and acknowledged by the VENDORS, the VENDORS doth Hereby sell, grant, convey, transfer and assign unto the PURCHASER all that piece and parcel of SCHEDULE PROPERTY, particularly described greater clearness schedule hereunder and for delineated in the plan annexed hereto together with all rights, title, easements and all other rights in anywise appertaining thereto to hold and to the use of the PURCHASER absolutely.
- 2. The VENDORS hereby declares, covenants and agrees with the PURCHASER that they are the sole, absolute and exclusive owner of the said property hereby sold and conveyed, more fully described at the foot of this indenture and as delineated, in the Plan annexed hereto and hatched Red and the VENDORS have good and perfect right, title and authority to convey, the same to the PURCHASER.
- 3. The PURCHASER hereafter shall hold, use and enjoy the said, property as his own property without any let or hindrance, interruption, claim or demand by or from the VENDORS or any other person whomsoever.
- 4. The VENDORS hereby declares, covenants and agrees with the PURCHASER that they shall and execute all such acts, deeds and things as may be necessary to more effectually respect to the title and assist in getting mutation effected in the Municipal or Government authorities at the expense of PURCHASER.

5. The VENDORS hereby agrees and undertakes to indemnify and keep indemnified the PURCHASER against all loss that the PURCHASER shall be put to by reason of any defect in title to the property hereby conveyed or by reason of any claim being made by anybody whomsoever to the said premises.

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- 6. The VENDORS hereby assures that the rates and taxes liveable on the said property have been paid and discharged upto, the date of sale deed and in the event of any encumbrance or charge is found to be due in respect of the said property, the same shall be payable by the VENDORS to the PURCHASER.
 - 7. The VENDORS herein has delivered to the PURCHASER, symbolic possession of the SCHEDULE PROPERTY. Hence forth, the VENDORS shall not have any right, title or interest in the Schedule Property which shall be enjoyed absolutely by the PURCHASER without any let or hindrance from the VENDORS or any one claiming through them.
 - 8. That the VENDORS have exclusive right to make further construction i.e., upper floors on the SCHEDULE PROPERTY i.e., the terrace rights of the SCHEDULE PROPERTY vests with the VENDORS only.
 - 9. The VENDORS have delivered 11 copies of title deeds, link documents, tax receipts, etc., to the PURCHASER.
 - 10. The title to the SCHEDULE PROPERTY has been accepted by the PURCHASER, who shall not alse any dispute thereto.

It has been mutually agreed that the **PURCHASER** shall abide by the following conditions:

- a) That the PURCHASER hereby undertakes and agrees that the said premises purchased by him being an office on the ownership basis and being a part of the said huge building, namely "S.M.MODI COMMERCIAL COMPLEX", the approach road, and parking space will remain common for enjoyment of all the purchasers in the said building. Further the walls intervening between the two adjacent purchasers, tenements shall also be common and enjoyed as such adjacent tenements.
- b) That the PURCHASER hereby agrees that he will have absolutely no objection of whatsoever nature, regarding any construction on the upper storey, but will actively co-operate help in this regard. The inconvenience that may be caused during such construction and all the ancillary work pertaining to the same, agrees or men and material and scaffolding and other work will not be objected by the PURCHASER.

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- d) That the PURCHASER hereby agrees that the land on which the entire complex is constructed together with all its open land, courtyards, gardens and roads shall be in common enjoyment and joint properties of all persons who have purchased the tenements in the entire The taxes of every "S.M.MODI COMMERCIAL COMPLEX". shared will be description and every kind proportionately and promptly paid and all items of common enjoyment will be maintained and kept in good repairs by all the tenements owners and they shall share proportionately all the expenses thereof inclusive of salaries and other expenses etc., and emoluments of the personnel who will be appointed to keep the same in good shape. The aforesaid taxes are in addition to their own individual taxes of all and every description payable by them for their own respective tenements.
- e) That it is agreed that the PURCHASER shall not use the premises hereby sold for any illegal and unlawful activities forbidden by existing laws and rules in force of the Government.

SCHEDULE OF THE PROPERTY

A portion of the third floor, admeasuring about 1,000 sft of super-built-up area (about 85% built-up area + 15% common staircase & lift area), marked in red in the plan hereto, forming part of a larger admeasuring 2,000 sft (super-built-up area), marked in blue in the plan annexed hereto, on the third floor of the building known as S. M. Modi Commercial Complex, bearing municipal. No. 5-4-187/5/19 situated at Karbala Maidan, Continental Road (Neckles Road) | Secunderabad- 500 003 along with an undivided share of land admeasuring 31.65 sq. yards and one-eighth undivided share of the lift in the said Complex as per the plan annexed hereto and bounded on the:

North By: | Open Land belonging to Shree Gurudev Siddha Peeth South By: Balance portion of the third floor.

East By : | Neighbour's Building

West By: Property belonging /Shri. Jayantilal M. Kadakia's Your Md.

Family

Regd. No: 8180, NO 3 0 0 DTCD

CIVIL SUBJECTOR

State TB Centre, Hyderabad-A P.

In Witness whereof the said **VENDORS** has hereto signed at Scunderabad on the day, month and the year first a orementioned.

WITNESSES

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2. Sohar medi.
3. James Mak.

Regd. No. 8180. The and SICD CIVIL SUITABLE OIL State TB Centre, Hyderabad-A 2.

ANNEXURE 1-A

1)	Description of the Building:	R.C.C. Bui Karlala Ma	Iding bearing MLH No. 5-le-1875/19, idas, Continutal Road, Scendensed.
,	(a) Nature of Roof: (b) Type of structure; upto 2/4/13 Floor Structure with Pillars and Columns Structure of walls.		structure, with wall, Pillais a
27	Age of the Bullping t	18 years	
3)	Total Extent of site:	1000 51.	Ids. Pransferble land Ash to 31.61 8.8
4)	Built up Area Particulars : (with breakup floorwise)	. y	Ids. Pransfulle land Aser is 31.61 & & (Undivided Shore)
	cellar parking Area:- In the Ground Floor:- In the 1st Floor In the 2nd Floor In the 3rd Floor etc.,	1000 Sft-m	the 11 of floor 1- p.a.
5)	Annual Rental Value:	B. 15,000	1- p.a.
6)	Muncipal Taxes per Annum:	n. 7,000	1- p.a. O Salandi.
7)	Executant's estimate of the: MV of the Building:	R. 4.75,00	1- p.a. O Solus Mrs.
Da	· 88 Cl. Fo. C.S. :01		Signature of the Executant.

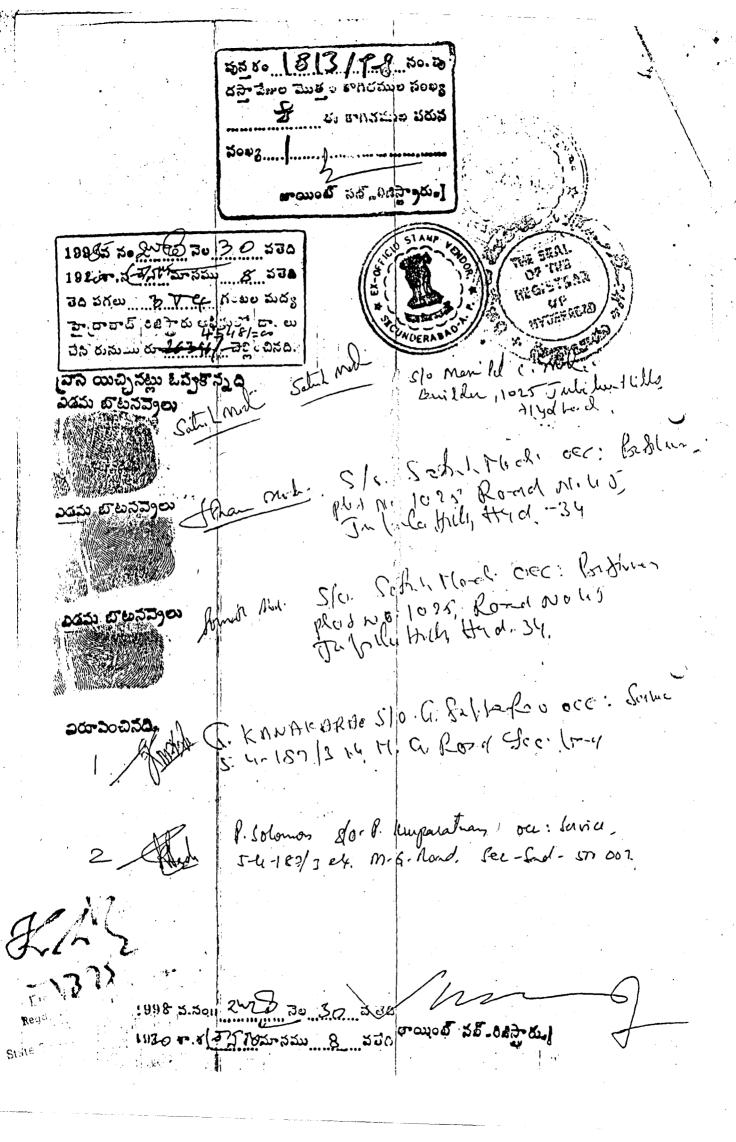
CERTIFICATE

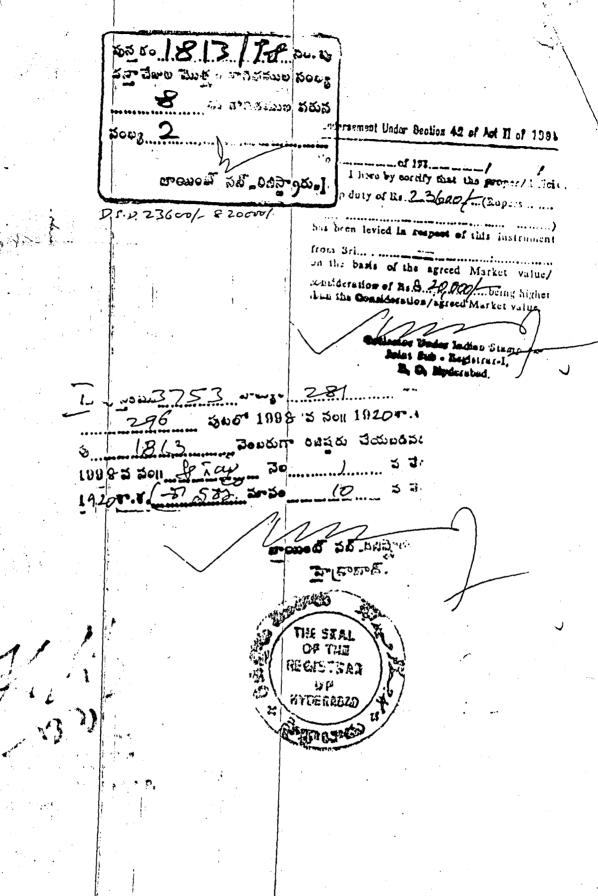
I do hereby declare that what is stated above is "ue to the best of my knowledge and belief.

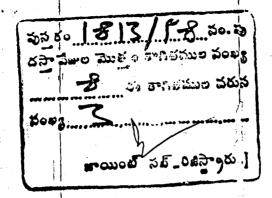
iii

Regd. No: 8:80, MABIBA DTCD CIVIL SURGEON State TB Centre, Hyderabad

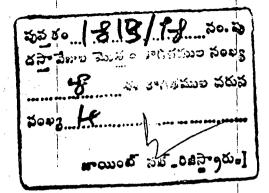
LAN FOR SALE DEED OF A PORTION IN THE BUILDING BEARING MCH. NO. 5-4-187/5/19 SITTATED AT KARBALA MAIDAN, DECCAN CONTINENTAL HOTTLE CAD, (NECKLACE ROAD) S ECUNDERABAD - 3. (S.M.MODI CUMMERCIAL COMPLEX) VENDOR: SCHAM MODI & SOURABH MODI BURCHASER: SUBODH K DESAI HUF AREA: 1000 Tet ON III PLOOR
LAND AREA: CONDIVIDED SHARE OF
TLAND 31.65 Sq. Yds. 63 7 (2) "ECE BOUNDARIES: NORTH BY: OPEN AND BELONGING TO SHREE GURUDEV SIDDHA PEETH. SOUTH BY: BALANCE PORTION OF THE III PLOOR. WEST BY : PROPERTY BELONGING TO SHRI JAYANTHILAL M -KADAKTA, S. BAMILY. LAST BY : NEIGHBOURS BUILDING. State TB Centre, Hyllerabad A P.



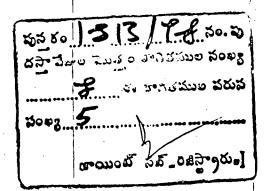






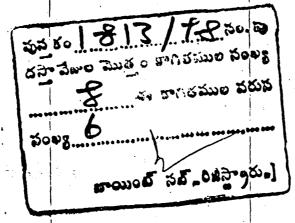






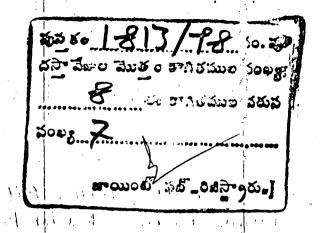


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