



SYED MOHAMMED
 STAMP VENDOR,
 L. No. 12/1984,
 C.C. Court. Hyd.-A.P.

SALE DEED

This DEED OF SALE is made on this the _____ day of _____ 19____
 By:

M/s.S.M. MODI COMMERCIAL COMPLEX, represented by its Proprietor Shri Satish Modi S/o Manilal Modi, Hindu, aged 38 years, residing at 703/704 Sarita Apartments, Road No.4, Banjara Hills, Hyderabad, hereinafter called the VENDOR (which expression unless repugnant or inconsistent with the subject or context shall mean and include not only the said Vendor but also legal heirs, executors, administrators, representatives and assigns) of the One Part.

IN FAVOUR OF

SHRI. SHARAD CHINCHOLIKAR S/o Late Bhima Rao Chincholikar, residing at 4-2-233/1, First Floor, Hemanth Market, Sultan Bazar, Hyderabad-500 001, hereinafter called the VENDEE (which expression unless repugnant or inconsistent with the subject or context shall mean and include not only the said Vendee but also his legal heirs, executors, Administrators and assigns) of the Other Part :-



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بیم ...

SYED MOHAMMED

STAMP VENDOR,
L. No. 12, 1984,
@G. Court, Hyd-5.

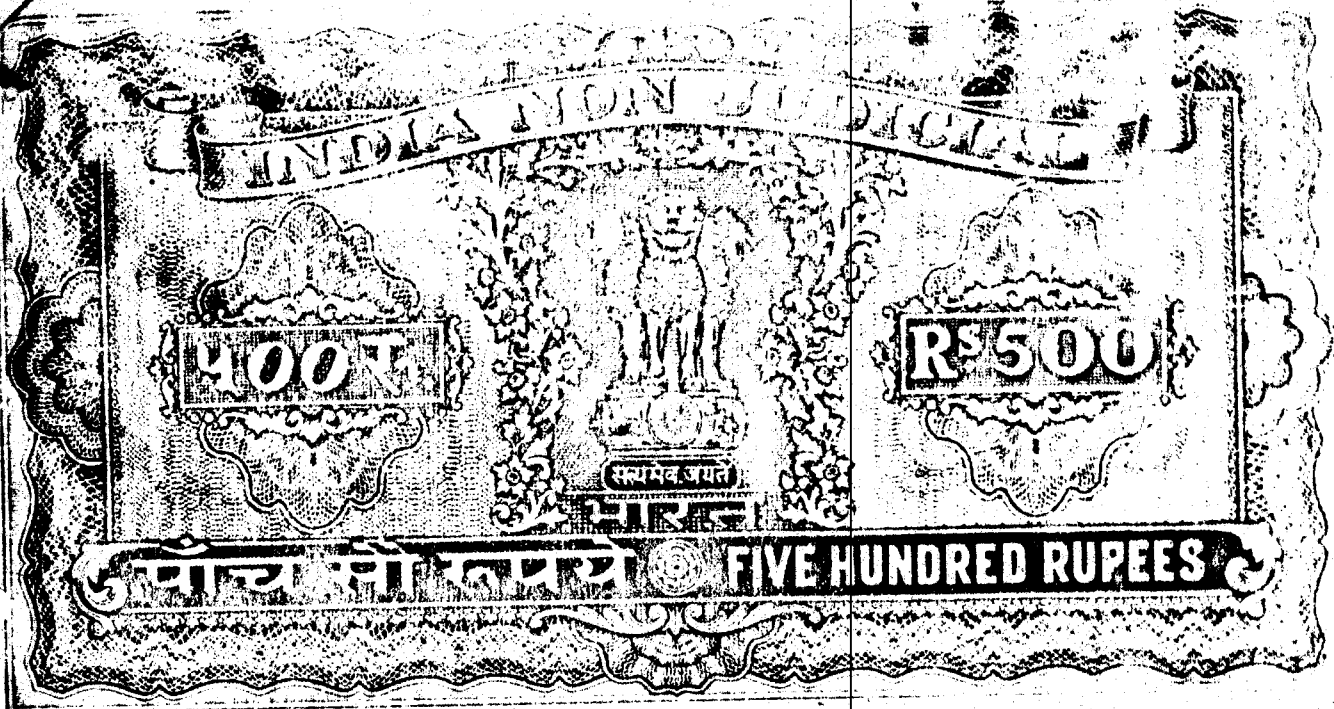
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WHEREAS Shri Praveen Modi s/o Manilal Modi was the sole, absolute and exclusive owner of land admeasuring 1980 Sq.yards forming part of the land known as "KARBALA MAIDAN" by virtue of registered Deed of Sale dated : 28th May 1965 registered as Document No.1686 of 1965 of Book I, Vol.129 at 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 the name and style of M/s.S.M. Modi Commercial Complex, the Vendor herein for the purpose of construction and sale of residential, commercial buildings, flats, shops, garages, etc., on a portion of the land admeasuring approx.1000 Sq.meteres out of the said 1980 Sq.yards.

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WHEREAS in terms of the Deed of Partnership, the Vendor herein had constructed a multi-storeyed commercial complex known as "S.M. MODI COMMERCIAL COMPLEX" with Municipal No.5-4-187/5 situate at Karbala Maidan, Ranigunj, Secunderabad, and whereas the said Partnership is dissolved with effect from 31-12-1983 and thereupon Shri Satishchandra Modi has taken over the business as a sole proprietor.

WHEREAS the Vendor herein offered to sell and the Vendee agreed to purchase outright shop No.10 admeasuring 377 Sq.ft. in the ground floor of the building bearing No. 5-4-187/5/12 situated at Karbala Maidan, Ranigunj, Secunderabad for a sum of Rs.60,000/- (Rupees Sixty thousand only).

- :NOW THIS INDENTURE WITNESSETH:-

That in pursuance of the aforesaid agreement and in

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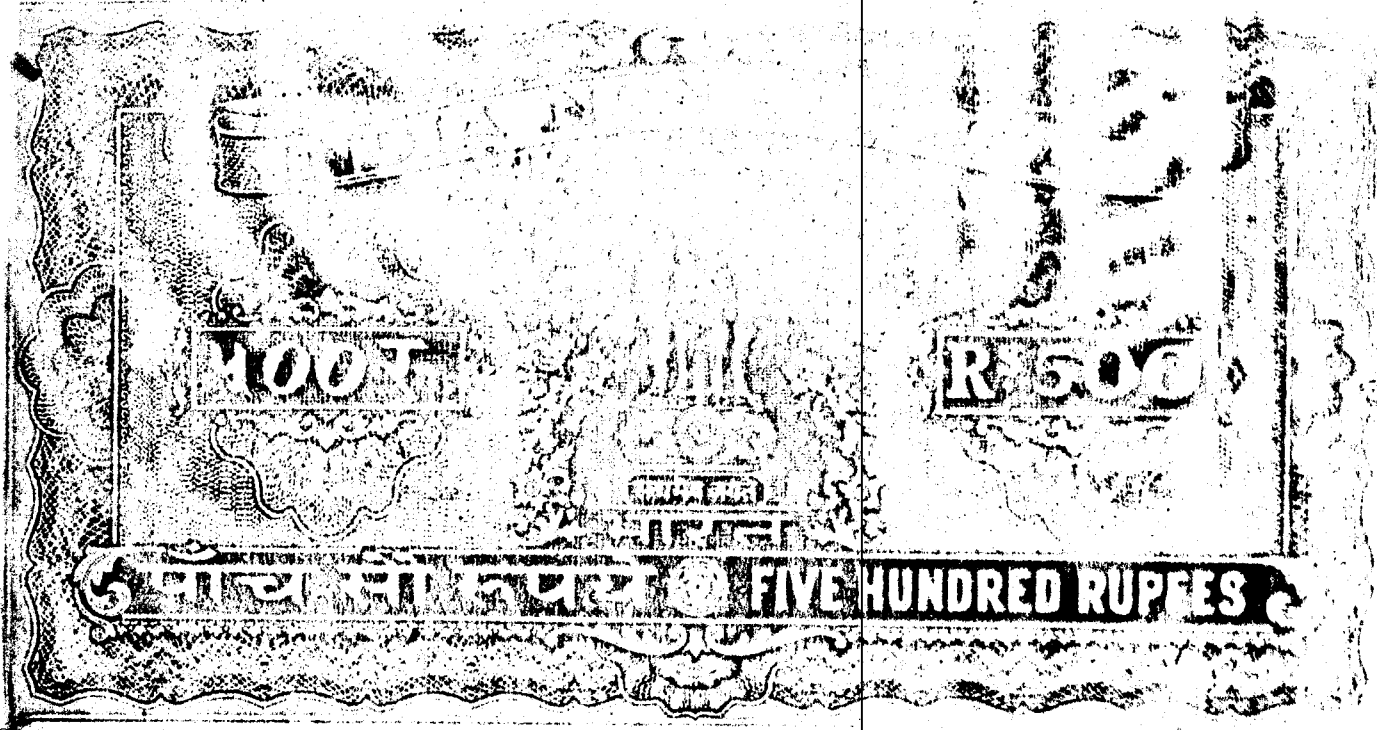
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consideration of the said sum of Rs.60,000/- (Rupees Sixty thousand only) well and truly paid by the Vendee to the Vendor as under :-

- 1) Ch.No.044669 dt.18-05-1983 for Rs.60,000/-.
- 2) The Vendor hereby declares, covenants and agrees with the Vendee that is 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 Vendor has good and perfect right, of title and authority to convey the same to the Vendee.
- 3) The property is not subject to any charge, mortgage or any other encumbrance whatsoever in favour of any one.
- 4) The Vendor has this day delivered symbolic possession of the property by attorning the tenant therein to the Vendee.

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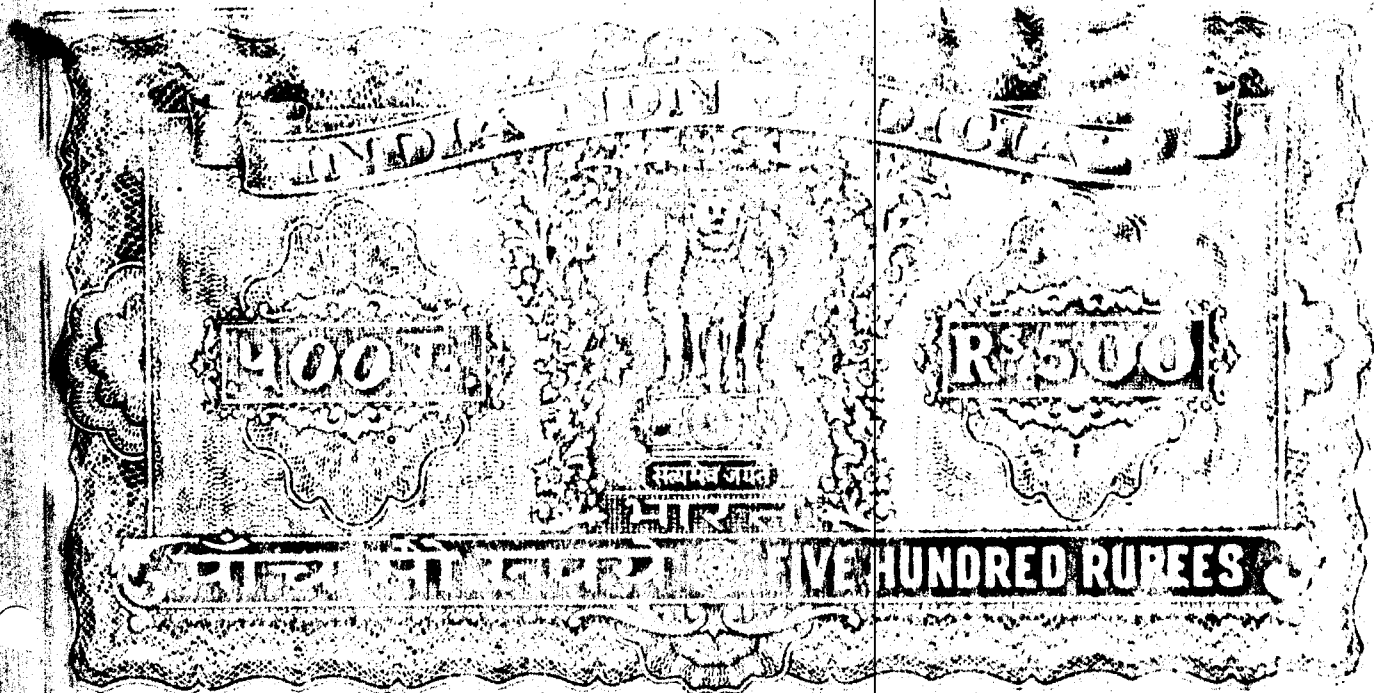
Handwritten signature 'SYED MOHAMMAD...' and a circular stamp.

Handwritten signature in Urdu script.

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- 5) The Vendee 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 Vendor or any other on whomsoever.
- 6) The Vendor hereby declares, covenants and agrees with the Vendee that it shall do and execute all such acts, deeds and things as may be necessary to more effectually assure the Vendee with respect to that title and assist in getting mutation effected in the Municipal or Government authorities.
- 7) The Vendor hereby agrees and undertake to indemnify and keep indemnified the Vendee against all loss that the Vendee 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.

500Rs



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بیم درویش

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8) The Vendor hereby assures that the rates and taxes leviable on the said property have been paid and discharges upto the date of sale deed and in the event of any encumbrance or charge is found to be due to in respect of the said property, the same shall be payable by the Vendor to the Vendee.

9) Whereas it has been mutually agreed that the Vendee shall abide by the following conditions :-

a) That the Vendee hereby undertakes and agrees that the said premises purchased by him being a shop on the ownership basis and being a part of the said huge buildings, namely "S.M. MODI COMMERCIAL COMPLEX", the approach roads, and parking space will remain common for enjoyment of all the Vendees in the said building. Further the walls intervening between the two adjacent Vendees. Tenements shall also be common and enjoyed as such by the

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Vendees of such adjacent tenements.

b) The Vendee hereby undertakes not to make any encroachment or otherwise disturb the common passage, roads, but keep the same usable for all the Vendees of other tenements. Further the Vendee shall not use the said premises hereby sold in such manner which may or is likely to cause nuisance or annoyance to the Vendees/Occupants of the other portions in the said building.

c) That is agreed that the lorries or any heavy vehicles, bullock carts, commercial vehicles, taxies, auto-rickshaws etc., of the vendee herein or other Vendees of other portions shall not be permitted to be parked inside the building premises for more than 30 minutes without the written consent of the Association or Society or the Vendor till formation of such Association or Society or Company.

d) That the Vendee hereby agrees that he will have absolutely no objection or whatsoever nature, regarding any construction, shop, office or garage or godown or 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 Vendee.

e) The Vendee hereby agrees that he shall not store in the said premises any goods of hazardous or combustible nature or which may be too heavy or which may effect the construction, structure or stability of the said building.

f), That the Vendee hereby covenants that he shall keep the walls and partition, walls, sewer drains and appurtenants belonging thereto in good conditions and particularly in such good condition so as to support, helter and protect different parts of the building other than his premises.

g) That the Vendee further covenants with the Vendor and with all purchasers of other portions of the said building that he shall not demolish or cause to be demolished any structure in the said building or any portion of the same nor will the Vendee at any time make or cause to be made any new construction of whatsoever nature on the said property or building or any part thereof nor will make any additions or alterations in the said premises affecting the front elevation of the building, but any internal changes not effecting the elevation or common walls, if needed, can be undertaken with previous consent of the Vendor or the Association or Society or Company.

h) That in case of letting out the said premises or any portion thereof, the Vendee should take care that no inconvenience is caused to other tenants. Further the Vendee will have no right to install such machinery which may create should or which in any manner causes damages or injury to the building under any circumstances.

i) That the Vendee also agrees not to object or obstruct the laying of any wires and erection of poles and laying of pipes for water, telephones and electricity and other such items, the main distribution line of sanitation, electricity etc., and the same should not be touched or interfered with, without the written permission of the Vendor or the Association, or Society or Company.

i) That the Vendee 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 "S.M. MODI COMMERCIAL COMPLEX". The taxes of every description and every kind will be share 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.

k) That it is agreed the Vendee shall not use the premises hereby sold for any illegal and unlawful activities forbidden by and existing laws and rules in force of the Government.

SCHEDULE OF THE PROPERTY HEREBY CONVEYED:-

One shop No.10 admeasuring 377 Sq.ft. being the portion of the building known as "S.M. MODI COMMERCIAL COMPLEX" bearing Municipal No.5-4-187/5, situate at Karbala Maldan, Ranigunj, Secunderabad - 500 003 as per the plan annexed hereto and as delineated in Red colour therein and bounded on the :-

NORTH BY :- Property belonging to Sri Gurudeva Ashram under occupation of Indian Iron workshop.

SOUTH BY :- Common passage.

WEST BY :- Shop No.11

EAST BY :- Staircase.

IN WITNESS WHEREOF the said Vendor M/s.S.M. MODI COMMERCIAL COMPLEX, represented by its Proprietor, Shri. Satish Modi has hereto signed at Secunderabad on the day, month and the year.

WITNESSES :-

1.

V E N D O R
M/s.S.M. MODI COMMERCIAL COMPLEX,
through its Proprietor,
Sri Satish Modi.

2.

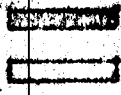
REGISTRATION PLAN SHOWING
 S.M. MODI COMMERCIAL COMPLEX
 5-4-187/5, KARBALA MAIDAN, M.G. ROAD,
 SECUNDERABAD.

SHOP NO: 10
 PREMISES

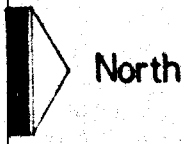
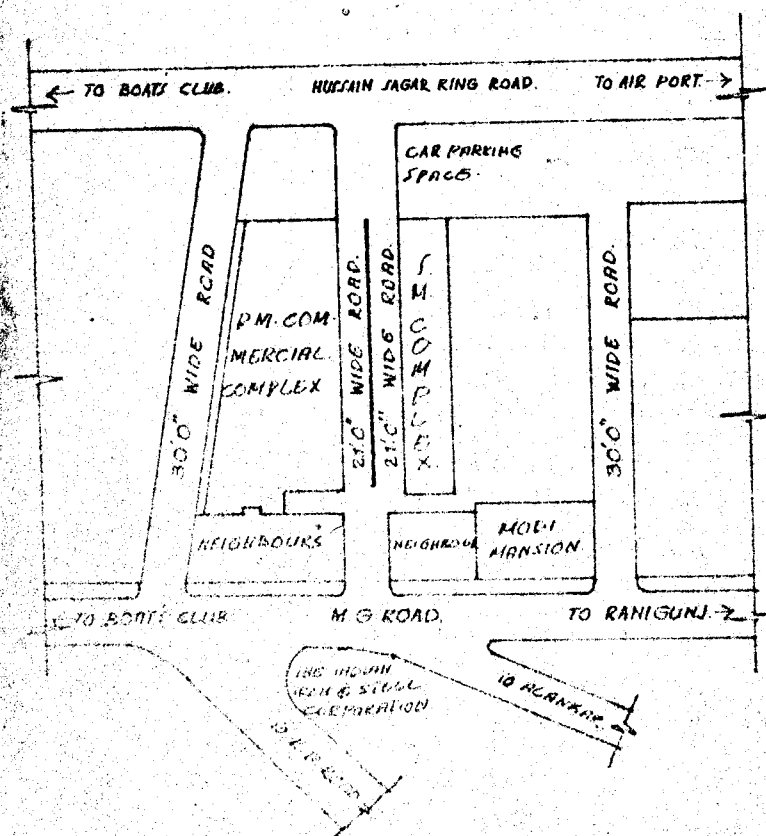
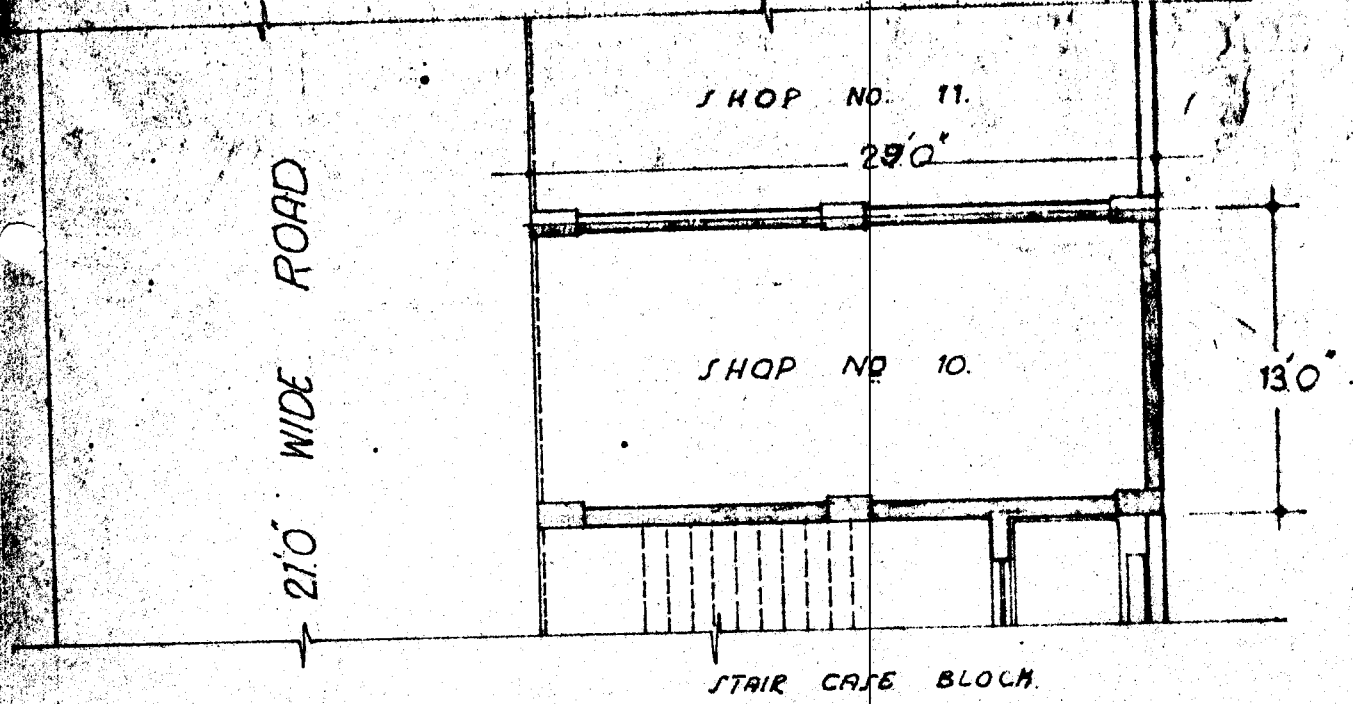
IN

VENDOR SATISH MODI
 % S.M. MODI COMMERCIAL COMPLEX
 VENDEE SRI SHARAD CHINCHOLIKAR
 % LATE BHIMA RAO CHINCHOLIKAR

REFERENCE INCLUDED
 EXCLUDED



AREA 373 S. R.
 SCALE 8 FT = 1"



North

BOUNDRIES
 NORTH OPEN YARD
 SOUTH 21'0" WIDE ROAD
 EAST STAIR CASE BLOCK
 WEST SHOP NO 11

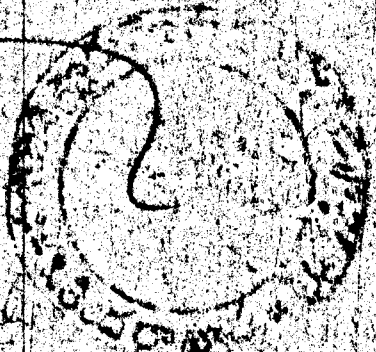
WITNESS
 1. *[Signature]*
 2. *[Signature]*

Satish Modi
 VENDOR'S SIGNATURE

LOCATION PLAN.
 not to scale.

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Presented in the office of the Registrar
Secundrabad
Paid between hours of
on this day of
Extended Admitted By
LEFT THUMB

Representing of the
Commercial Bank
Appl. No. 509

Identified by

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Date 15th October 1911
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