



S. No. 2369 8/8/2000 10253
 Sold to... Satish Modi A.P. 23 LM
 S/o... Manilal C. Modi
 For Whom... Self Sec

Leela G. Chimalgi
 LEELA G. CHIMALGI
 STAMP VENDOR
 L. No. 13/97 B No 12 2000
 5 4 76/A Cellar,
 Opp: TVS Show Room,
 Ranigunj, SEC'BAD-3,

SALE AGREEMENT

This agreement of sale is made and executed on this the 8th day of August 2000 by;

Shri. Satish Modi, S/o. Late Shri Manilal C Modi, aged 56 years, occupation: Business, residing at Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad - 500 034, hereinafter called the **VENDOR** (Which expression shall mean and include not only the said **VENDOR** but also his legal heirs, executors, nominees, administrators, representatives and assigns) of THE ONE PART.

IN FAVOUR OF

Smt. Nirmalaben Kantilal Desai Charitable Trust, having its office at 4-3-161, Hill Street, Ranigunj, Secunderabad - 500 003, represented by its trustee **Shri Mahesh Kantilal Desai**, S/o. Shri Kantilal Desai, 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 his legal heirs, executors, nominees, administrators, representatives or assigns, successors in office) of THE OTHER PART.

Soham Modi
 SOHAM MODI
 (GPA OF SATISH MODI)

Mahesh Desai

Whereas Gurudev Siddha Peeth is the sole absolute and exclusive owner of a portion admeasuring 3000 sq. ft on the First floor which is part of the building known as Soham Mansion, bearing Municipal No. 5-4-187/3 & 4/4, situated at Karbala Maidan, Ranigunj, M G Road, Secunderabad - 500 003, hereinafter referred to as the "SAID BUILDING".

Whereas the land on which the Said Building stands was purchased by Shri. Satish Modi from his predecessor vide sale deed dated 15/05/1964 registered as document No. 929 of Book No. I, Volume No. 79, before the Sub-Registrar, Secunderabad. subsequently Shri. Satish Modi had constructed the Said Building on the said land.

Whereas Shri. Satish Modi had executed a deed of gift settlement of immovable property for charitable purpose in respect of the Said Building in favour of Shree Gurudev Ashram having its office at Gavdevi, Ganeshpuri, Dist Thane, Maharashtra State through Deed of Settlement dated 07/05/1977, registered as document No. 756 of 1977 of Book I, before the Sub-Registrar, Secunderabad.

Whereas the Shree Gurudev Ashram is a public charitable and religious trust registered under the Bombay Public Trust Act, 1950 vide PTR No. A-484 (Thane) and whereas Shree Gurudev Ashram submitted an application under section 50A (3 of Bombay Public Trust Act, 1950 to modify the scheme settled in application No. 2/1978 before the deputy charity commissioner, Maharashtra State, Bombay and for amalgamation of two existing trusts at Ganeshpuri, namely Shree Gurudev Ashram PTR No. A-484 (Thane), and Shree Mukteshwari trust at Bombay registered as Public trust, which was disposed off by an order dated 28/2/1978. Thereafter the name of the trust was changed from Shree Gurudev Ashram and the trust has been named and designated as Gurudev Siddha Peeth registered No. A-484 (Thane).

Whereas Shree Gurudev Siddha Peeth owned several properties situated at Hyderabad and Secunderabad in the State of Andhra Pradesh including the Said Building. Whereas for several reasons Shree Gurudev Siddha Peeth has decided to sell all its immovable properties in A P., in the best interest of the trust and to utilize the sale proceeds for the objects of the trust.

Shree Gurudev Siddha Peeth obtained necessary permission from charity Commissioner, Maharashtra State, Mumbai vide order No. J/4/181-91/12225/92 dated 30th June 1992 in respect of sale of immovable properties of the trust at Hyderabad and Secunderabad including the Said Building to the **VENDOR** or his nominee/nominees.

Whereas under an agreement dated 29th June 1991 the **VENDOR** agreed to buy all immovable properties situated in Hyderabad/Secunderabad including the Said Building from Shree Gurudev Siddha Peeth on certain terms and conditions laid therein. Whereas under said the agreement dated 29/06/1991 the **VENDOR** is authorized to sell, alienate, enter into agreement of sale in respect of the Said Building.

Whereas the **VENDOR** has paid the entire sale consideration to Shree Gurudev Siddha Peeth under the agreement dated 29th June 1991.

Whereas Shree Gurudev Siddha Peeth has agreed to convey all immovable properties situated in Hyderabad/Secunderabad including the Said Building in favour of the **VENDOR** or his nominee or nominees.



SOHAM MODI
(GPA OF SATISH MODI)



Whereas the **VENDOR** herein offered to sell a portion of 3000 sq. ft on the First floor of the building known as Soham Mansion, bearing Municipal No. 5-4-187/3 & 4/4, situated at Karbala maidan, Ranigunj, M G Road, Secunderabad, along with an undivided share of land admeasuring 25 sq. yards hereinafter referred to as "SCHEDULE PROPERTY" more particularly shown in red in the plan annexed hereto.

Whereas the **PURCHASER** agreed to purchase the Schedule Property for a consideration of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only).

NOW THIS INDENTURE WITNESSETH:

That in consideration of the said sum of Rs. 15,00,000/- (Rupees Fifteen Lakhs Only) the **PURCHASER** has already paid to the **VENDOR** a sum of Rs. 5,00,000/- (Rupees Five Lakhs Only), vide Ch No. 386382, dated 31/07/2000, drawn on Central Bank of India, Ranigunj, Secunderabad, towards part payment of sale consideration, the receipt of which is admitted and acknowledged by the **VENDOR**. The **PURCHASER** agreed to pay the balance sale consideration of Rs. 10,00,000/- (Rupees Ten Lakhs Only) on or before 31st March 2001.

That the **VENDOR** has delivered possession of the Schedule Property to the **PURCHASER**.

The **VENDOR** hereby declares, covenants and agrees with the **PURCHASER** that the Schedule Property is not subject to any charge, mortgage or any other encumbrances of whatsoever nature in favour of anyone. The title to the said property has been accepted by the **PURCHASER**, who shall not raise any dispute thereto.

The **VENDOR** has delivered all copies of title deeds, link documents, tax receipts, etc., to the **PURCHASER**.

The **PURCHASER** or his nominees or assigns shall bear all expenses including those of stamp duty, registration charges, Advocate's fee etc., for execution and registration of the Sale Agreement or Sale Deeds.

The **VENDOR** shall pay all taxes water charges, electricity consumption charges etc., in respect of the Schedule Property upto the date of handing over possession to the **PURCHASER**. After that date, the **PURCHASER** shall pay all the outgoings relating thereto.

Sham Modi
Whereas the **PURCHASER** and/or his nominees/tenants shall pay building maintenance charges of Rs. 0.40 ps sq. ft. every month subject to increase from time to time to the **VENDOR** or to any body or association that the **VENDOR** may direct for the maintenance of common areas of the building.

The **VENDOR** hereby agrees with the **PURCHASER** that they shall execute and do all such acts, things and deeds as may be necessary to more effectually assure the **PURCHASER** with respect to the title and assist the **PURCHASER** in getting mutation effected in Municipal Records of Government Authorities at the expense of the **PURCHASER**.

The **VENDOR** hereby agrees and undertake to indemnify and keep indemnified against all loss that the **PURCHASER** may be put to by reason of any defect in the title of the **VENDOR** to the property hereby agreed to be conveyed.

Sham Modi
SOHAM MODI
(GPA OF SATISH MODI)

Maheshwari

SCHEDULE OF THE PROPERTY HEREBY AGREED TO SELL

All that portion of 3000 sq. ft on the First floor of the building known as Soham Mansion, bearing Municipal No. 5-4-187/3 & 4/4, situated at Karbala Maidan, Ranigunj, M G Road, Secunderabad - 500 003, along with an undivided share of land admeasuring 25 sq. yards shown in red in the plan annexed hereto and bounded on the;

North By:	20' wide passage and Neighbours Building
South By:	Staircase and Premises occupied by Deepika Chit Fund Pvt Ltd
East By:	M.G.Road
West By:	Open Land

In witness whereof the said **VENDOR** and the **PURCHASER** have hereto signed at Secunderabad on the day, month and the year first aforementioned.

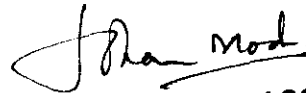
WITNESSES:

1.



2.

VENDOR



SOHAM MODI
(GPA OF SATISH MODI)

PURCHASER



Plan for Sale Agreement of Premises bearing No. 5-4-187/3 & 4/4, 1st Floor, Soham Mansion, situated at Karbala Maidan, M. G. Road, Secunderabad – 500 003.

VENDOR : Shri. Satish Modi

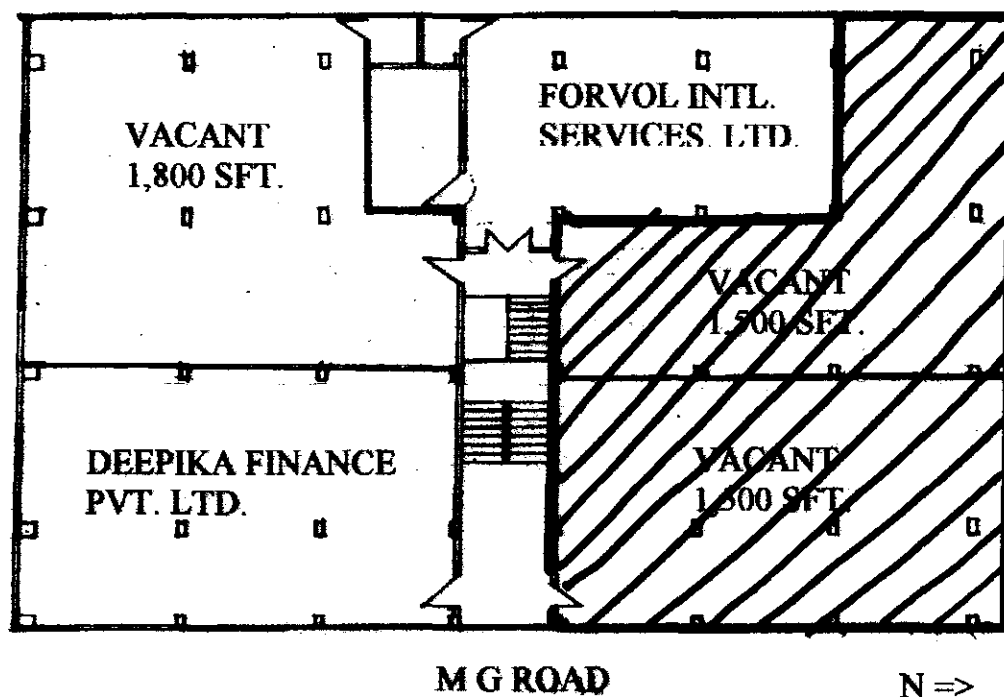
PURCHASER: Smt. Nirmalaben Kantilal Desai Charitable Trust.

Area: 3,00 Sq. ft on 1st Floor

Undivided Share in Land: 25 Sq. yards

Boundaries:

North by	20' wide passage and Neighbours Building
South by	Staircase and Premises occupied by Deepika Chit Fund Pvt Ltd
East by	M. G. Road
West by	Open Land



WITNESSES

1.

[Handwritten signature]

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SOHAM MODI
 (GPA OF SATISH MODI)
VENDOR

2.

PURCHASER

[Handwritten signature]