

COPY OF DOCUMENT NO- 1345 OF 1995

SALE DEED

MOJEC

For whom.....

This deed of sale is executed at Secunderabad on this the 28th day of April 1995 by and between:

Shri. Soham Modi, S/o. Shri Satish Modi, aged about 25 years residing at 1-8-179/3, S D Road, Secunderabad - 500 003, hereinafter referred to as "Confirming Party".

AND

Shri Sourabh Modi S/o. Shri Satish Modi aged about 23 years residing at 1-8-179/3, S D Road, Secunderabad - 500 003, hereinafter referred to as "The Vendor"

INFAVOUR OF

Shri. Brig. S S Adhikari (Retd) S/o. S Kameswara Rao aged about 69 years residing at Plot No. 1135, Road No. 58, Jubilee Hills, Hyderabad - 500 033.

AND

Mrs. Rattan Adhikari W/o. Shri S S Adhikari (Retd) aged about 67 years, residing at Plot No. 1135, Road No. 58, Jubilee Hills, Hyderabad - 500 033.

Both hereinafter referred to as "the Purchasers".

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WHEREAS:

- 1. By and under a sale deed dated the 9th day of July, 1973, executed by (1) Shri Sivagori Maishaiah, (2) Shri Sivagori Shanker Sairam, (3) Shri Sivagori Balaji and (4) Shri Sivagori Jeeturi (therein referred to as 'the Vendors') in favour of one Shri M B S Purushottam (therein referred to as "The Purchaser") and registered in the office of the Sub-Registrar of Secunderabad under Document No. 1477 of 1973, the said Shri Sivagori Maishaiah and three other sold conveyed and transferred to the said Shri M B S Purushottam the immovable property admeasuring 411 square meters bearing Municipal No. 1-10-72/2/3, Survey No. 41, situated at Begumpet Village, Hyderabad and more particularly described in the First Schedule hereunder written and shown on the plan hereto annexed as surrounded by a blue color boundary line (hereinafter referred to as "the said Land")
- 2. By and under an agreement dated 1st April, 1985 (hereinafter referred to as "the said Development Agreement") between the said Shri M B S Purushottam (therein described as "The Owner") and one Shri Satish Modi (therein described as "the Developer"), the said Shri M B S Purushottam permitted the said Shri Satish Modi to develop and construct on a portion of the said land for the consideration and on the terms and conditions set out in the said Development Agreement.
- 3. Pursuant to the said Development Agreement the said Shri Satish Modi constructed on the Land a ground floor structure comprising of two showrooms each admeasuring about 790 square feet and bearing Municipal No. 1-10-72/2/3 and 1-10-72/2/3/A, respectively:
- 4. On or about 96 square meters of the said land (being the area shown on the plan hereto annexed as surrounded by a green color line) was acquitted by the municipal corporation of Hyderabad by way of set back for the purposes of road widening thereby reducing the area of the said land to 315 square meters (being the area more particularly described in the Second Schedule hereunder written and shown on the plan hereto annexed as surrounded by a brown colour line) (the said area of 315 square meters is hereinafter referred to as "The Said Property").
- 5. By and under a Sale Agreement dated 1st February 1986 executed by the said Shri. M B S Purushottam (therein described as "The Vendor") in favour of the Vendor herein (therein described as "the Vendee") followed by a Sale Deed dated 24th July 1993 executed by the said Shri. M B S Purushottam, (therein described as "the Vendor party of the first part") and one Satish Modi (therein described as "the Vendor party of the second part") in favour of the Vendor herein (therein described as "the Vendee") which sale deed is registered in the office of the Sub-Registrar of Assurances at Hyderabad under document No. 3530 of 1993, the said Shri M B S Purushottam and the said Shri Satish Modi sold, transferred and conveyed to the Vendor herein.
 - a) 160 square meters of the said property, which 160 square meters is described in the Third Schedule hereunder written and shown on the plan hereto annexed as surrounded by a red colour boundary line and
 - b) The said ground floor showroom admeasuring 790 square feet bearing Municipal No. 1-10-72/2/3;
- 6. By and under a sale agreement dated 1st February 1986 executed by the said Shri. M B S Purushottam (therein described as "the Vendor") in favour of the Confirming Party herein (therein described as "the Vendee") followed by a Sale Deed dated 24th July 1993 executed by the said Shri. M B S Purushottam, (therein described as the Vendor party of the first part") and one Satish Modi (therein described as "the Vendor" party of the second part") in favor of the Confirming Party herein (therein described as "the Vendee"), which Sale Deed is registered in the office of the Sub-Registrar of Assurances at Hyderabad under document No. 3529 of 1993, the said Shri M.B.S.

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Purushottam and the said Shri Satish modi sold, transferred and conveyed to the Confirming party.

- a) The balance 155 square meters of the said Property, which balance 155 square meters is described in the fourth schedule hereunder written and shown on the plan hereto annexed as surrounded by a yellow colour boundary line;
- b) The said ground floor showroom admeasuring 790 square feet and bearing Municipal No. 1-10-72/2/3/A;
- 7. The Vendor constructed a structure on the first floor, above the said two showrooms on the ground floor on the said property admeasuring about 2700 square feet bearing Municipal No 1-10-72/2/3/B (hereinafter referred to as "the said First Floor");
- 8. The Vendor constructed a structure on the second floor, above the said first floor, admeasuring 2700 sft., bearing Municipal No. 1-10-72/2/3/C, hereinafter referred to as the said second floor, which second floor, is described in the fifth schedule hereunder written and is shown on the plan hereto annexed as marked by yellow colour hatched lined.
- 9. By and under a Deed of Family agreement dated the 9th day of December 1993 executed by and between the Vendor and the Confirming Party it was inter alia agreed that:
 - a) The said 160 square meters of the said property bearing Municipal No. 1-10-72/2/3/A, which 160 square meter is described in the third schedule hereunder written and is shown on the plan hereto annexed as surrounded by a red colour boundary line, shall belong to the Vendor absolutely;
 - b) The said land admeasuring 155 square meters bearing Municipal No. 1-10-72/2/3/A, which 155 square meters is more particularly described in the fourth schedule hereunder written and is shown on the plan hereto annexed as surrounded by a yellow colour boundary line shall belong to the Confirming Party absolutely;
 - c) The said showroom admeasuring 790 sq. ft., on the ground floor of the said structure bearing Municipal No. 1-10-72/2/3, shall belong to the Vendor absolutely;
 - d) The said showroom admeasuring 790 sq. ft., on the ground floor of the said structure bearing Municipal No. 1-10-72/2/3/A, shall belong to the Confirming Party absolutely;
 - e) The eastern half of the said first floor, which eastern half admeasures 1350 square feet shall belong exclusively to the Vendor and
 - f) The western half of the said first floor, which western half admeasures 1350 square feet shall belong exclusively to the Confirming Party;
- 10. In the circumstances the Vendor and the Confirming party are between themselves the exclusive owners of and are absolutely seized and possessed of and entitled to the said property, the said two showrooms on the ground floor, and the premises on the first and second floors of the said structure situated on the said property, as mentioned in the preceding recital;
- 11. The Vendor and the Confirming Party are also each entitled to a one-half undivided share, right, title and interest in the common areas, ways, services, utilities, passages and staircases in and of the said structure standing on the said property ("the said property").
- 12. The said property is in occupation of M/s. Pharmaceuticals Products of India Limited with effect from 15th August 1994 under a Agreement dated 05/08/1994 for a monthly rent of Rs. 13,000/- (Rupees Thirteen Thousand Only) and on other terms and conditions as set out therein. The above referred tenant has paid to the Vendor a sum

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- of Rs. 1,25,000/- (Rupees One Lakh and twenty five thousand Only) towards rent deposit under the said agreement.
- 13. The Purchaser has agreed to purchase from the Vendor for a consideration of Rs. 9,50,000/- (Rupees Nine Lakhs Fifty Thousand Only) which is inclusive of liability to be taken over for repayment of rent deposit of Rs. 1,25,000/- (Rupees One Lakh and Twenty Five Thousand Only) received from M/s. Pharmaceuticals Products India Limited.
 - a) A half undivided share, right, title and interest in the said eastern half of the said first floor, which admeasures 1350 square feet;
 - b) An undivided share, right, title and interest to the extent of 53.34 square meters (i.e. 64.46 sq. yards) in the said 160 sq. meters of the said property, which 160 sq. meters is described in the third schedule hereunder written and is shown on the plan hereto annexed as surrounded by a red colour boundary line;
 - c) A one-sixth undivided share, right, title and interest in the common areas, ways, passages services, utilities and staircases in and of the said structure.

Upon the Confirming Party joining as the confirming party in the sale deed, which the confirming party has agreed to do;

14. At the request of the Purchaser, the Vendor has agreed to execute, and the Confirming Party has agreed to confirm, this Sale Deed as under:

NOW THIS INDENTURE WITNESSETH THAT:

- 1. In pursuance of the said agreement and in consideration of the Sum of Rs. 5,90,000/-(Rupees Five Lakhs Ninety Thousand Only) paid by the Purchaser to the Vendor for the execution of theses presents (the payment and receipt whereof the Vendor does hereby admit and acknowledge and of and from the same every part thereof does hereby forever acquit, release and discharge the Purchaser) HE THE VENDOR does hereby grant, sell, transfer, convey, assign and assure unto the Purchaser forever, AND HE THE CONFIRMTING PARTY, does hereby confirm unto the Purchaser forever.
 - an undivided share, right, title and interest to the extent of 53.34 square meters (i.e. 64.46 sq. yards) in all that the piece and parcel of the said property admeasuring 160 square meters bearing Municipal No. 1-10-72/2/3, Survey No. 41 situated at Begumpet, Hyderabad more particularly described in the Third Schedule hereunder written and shown on the plan hereto annexed surrounded by a red colour boundary line (hereinafter referred to as "the said property")
- 2. In Pursuance of the said agreement and in consideration of the sum of Rs. 3,60,000/-(Rupees Three Lakhs Sixty Thousand Only) paid by the purchaser to the vendor for the execution of these presents (the payment and receipt whereof the Vendor does hereby admit and acknowledge and of and from the same every part thereof does hereby forever acquit, release and discharge the purchaser) HE THE VENDOR does hereby grant self, transfer, convey, assign and assure unto the purchaser forever, AND HE THE CONFIRMING PARTY, does hereby confirm unto the Purchaser forever.
 - A half undivided share, right, title ad interest in the eastern half of the said first floor of the said structure standing on the said property, which eastern half admeasures 1350 square feet and is described in the Sixth Schedule hereunder written and is shown on the plan hereto annexed as shaded in red colour (hereinafter referred to as "the said western half of the said first floor");
 - ii) A one-sixth undivided share, right, title and interest in the common areas, ways, passages, services, utilities and staircases in or of the said structure standing on the said property (including in or of any replacement of or additions or modifications to the said structure).

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(All of which the said property, the one-half undivided share, right, title and interest in the said eastern half of the said first floor of the said structure and one-sixth undivided share, right, title and interest in the common areas, ways, passages, services, utilities and staircases of the said structure are hereinafter for brevity's sake collectively referred to as "the said property")

The purchaser has paid to the vendor a sum of Rs. 50,000/- (Rupees Fifty Thousand Only) by way of Ch.591793 dated 31/03/1995 drawn on Indian Bank, Srinagar Colony Branch, Hyderabad the receipt of which is acknowledged by the Vendor. The Purchaser has agreed to take over the liability for repayment of rent deposit of Rs. 1,00,000/- (Rupees One Lakhs only) which was received from the tenant M/s. Pharmaceuticals Products of India Limited. The balance amount of Sale Consideration of Rs. 7,75,000/- (Rupees Seven Lakhs Seventy Five Thousand Only) has been paid at the time of registration of this Sale Deed vide Pay Order No. 824134/394 dated 28/04/1995 for Rs. 3,87,500/- (Rupees Three lakhs Eighty Seven Thousand Five Hundred Only) drawn on Syndicate bank, Banjara Hills Branch and Rs. 3,87,500/- (Rupees Three lakhs Eighty Seven Thousand Five Hundred Only) vide Pay Order No. 728278 dated 28/04/1995 drawn on Indian Bank, Srinagar Colony Branch.

TOGETHER WITH ALL AND SINGULAR the houses, out houses, edifies, buildings, courts, yards, areas, compound sewers, ditches, fences, trees, drains, paths, passages, common gullies, water, water courses, plants lights liberty, privileges easements, profits, advantages, rights, members and appurtenances, whatsoever to the said premises or any part thereof belonging to or in anywise appertaining to or with the same or any part thereof now or at any time heretofore usually held, used, occupied or enjoyed therewith or reputed or known as part of member thereof to belong or be appurtenant there to AND ALL the estate, right, title, interest, use inheritance, property, possession and benefit, claim and demand whatsoever at law and in equity of the Vendor in, to, out of or upon the said premises or any part thereof TO HAVE AND TO HOLD ALL AND SINGULAR the said premises hereby granted, released, conveyed, intended and assured or expressed so to be with their and every of their rights, members and appurtenances unto and to the use and taxes, assessments, dues and duties, betterment charges, now chargeable upon the same or hereafter to become payable to the Government or any other public body in respect thereof VENDOR does hereby covenant with the NOTWITHSTANDING any act, deed, matter or thing whatsoever by the Vendor or by any person or persons lawfully or equitably claming from through under or in trust for him or any or more of them made, done, committed, omitted or knowingly or willingly suffered to the contrary HE THE VENDOR now has in himself good right, full power and absolute authority to grant, convey, transfer or assure the said premises hereby granted, released, transferred or assured or intended so to be unto and to the use of the purchaser in the manner aforesaid and that it shall be lawful for the purchaser from time to time and at all times hereafter peaceably and quietly to had, enter upon, have, occupy, possess and enjoy the said premises hereby granted with their appurtenances, and receive the rents, issues and profits thereof and of every part thereof to and for its own use and benefit without any suit, lawful eviction, interruption, claim or demand whatsoever from or by the Vendor or his heir, executor or administrators or assigns or any of them or from on by any person or persons lawfully or, equitable claiming or to claim by, from, under or in trust for the Vendor AND that free and clear and freely and clearly and absolutely acquitted, exonerated, released and forever discharged or otherwise by the Vendor well and sufficiently saved, defended, kept harmless and indemnified of from and against all former and other estates, titles, charges and encumbrances whatsoever either already or to be hereafter had made, executed, occasioned or suffered by the Vendor or by any other person or persons lawfully or equitably claiming or to claim by, from, under or in trust for him AND FURTHER that he the Vendor and all persons having or lawfully or equitably claiming any estate, right, title or interest at law or in equity in the said premises hereby granted, conveyed, transferred or assured or intended so to be or any part thereof by from

under or in trust for him the Vendor or his heirs, executors, administrators or assigns shall and will from time to time and at all times hereafter at the request and cost of the purchaser do and executor or cause to be done and executed all such further and other lawful and reasonable acts, deeds, things, matters, conveyances and assurances in law for absolutely granting and assuring the said premises and every part thereof hereby granted unto and to the use of the purchaser in the manner aforesaid as shall or may be reasonably required by the purchaser, its successors or assigns or its counsel in law AND the Vendor does hereby so as to bind himself, his heirs, executors, administrators and assigns respectively, covenant with the purchaser that the Vendor his heirs, executors, administrators and assigns will at all times hereafter unless prevented by fire or other inevitable accident upon every reasonable request and at the costs of the purchaser and its successors in title or any of them produce or cause to be produced to the purchaser or their solicitors or agents or such proceedings or otherwise as occasion shall require the documents set out in the Seventh Schedule hereunder written for the proof, defense and support of the title of the Purchaser or its successors in title or any of them and will permit the same to be examined, inspected or given in evidence and will also at the like request and costs of the Purchaser or its successors in title or any of them make and furnish or cause to be made and furnished to them such true, attested or other copies or abstracts or extracts from the said deeds documents as they may require PROVIDED ALWAYS and it is hereby declared that in case the said documents or any of them herein before covenanted to be produced shall at any time hereafter be delivered by the holder or holders thereof to any person or persons lawfully entitled to the custody thereof and such person or persons shall thereupon enter into with and deliver to the persons for the time being entitled to the benefit of the covenant for production herein before contained and without any expenses to them a covenant for the production and furnishing copies of the said documents which shall have been delivered up similar to the covenant herein before contained then and in such case the said last mentioned convenient (except in respect of any breach thereof committed) shall thenceforth be null and void as far as regards the said documents to which the said substituted covenant shall relate.

- 3. The Vendor and the Confirming Party do hereby clarify, agree, declare and confirm that as a result of this sale deed the purchaser is the absolute owner free of all encumbrances of:
 - i) an undivided share, right, title and interest to the extent of 53.34 square meters (i.e. 64.46 sq. yards) in all that the piece and parcel of the said property admeasuring 160 square meters bearing Municipal No 1-10-72/2/3, Survey No. 41 situated at Begumpet, Hyderabad, more particularly described in the Third Schedule hereunder written and shown on the plan hereto annexed as surrounded by a red colored boundary line (hereinafter referred to as "the said property")
 - ii) a one-half undivided share, right, title and interest in the eastern half of the said first floor of the said structure standing on the said property which eastern half admeasures 1350 square feet and is described in the sixth Schedule hereunder written and is shown on the plan hereto annexed as shaded in red colour.
 - iii) A one-sixth undivided share, right, title and interest in the common areas, ways, passages, services, utilities and staircases in or of the said structure standing on the said property (including in or of any replacement of or additions or modifications to the said structure) (being one-sixth of the vendor's undivided share, right title and interest therein):
- 4. The purchaser shall pay and bear the full stamp duty and registration charges and expenses in connection with the execution of this sale deed and this transaction.
- 5. The vendor confirms that all dues, taxes, water and electricity charges and other levies, ceases and taxes in respect of the said premises hereunder sold and transferred to the purchaser have been pair till the date of execution of this sale deed.

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- 6. The purchaser agrees not to claim or ask for partition of the undivided share in the said property from the rest of the said property and not to transfer or deal with the undivided share in the said property in any manner disjunctive from the purchaser's interest in the said western half of the said second floor.
- 7. The purchaser agrees to keep and maintain the purchaser's interest in the said eastern half in good condition and repair at the purchaser's own cost.
- 8. The parties hereto agree that the common areas ways, passages utilities staircases and services of the said property and the said structure shall be used by the parties hereto and the other occupants of the structure jointly and responsibly.
- 9. The vendor and the confirming party agree and undertake not to deposit the said title deeds in respect of the said premises in any manner so as to purport to create an equitable mortgagee by deposit of title deeds on the said western half of the said second floor and or on the purchaser's right, title and interest in the said property. The vendor and the confirming party agree that before creating any mortgage charge or other encumbrance of the mortgage deed and the terms if the mortgage shall be previously approved by the purchaser so as to ensure that the same is not in contravention of this clause.
- 10. The confirming party hereby confirms all that is stated above.

FIRST SCHEDULE

All that piece and parcel of immovable property admeasuring 411 square meters bearing Municipal No. 1-10-72/2/3, survey No. 41 situated at Begumpet village Hyderabad - 500016 particularly marked in the plan hereto attached as surrounded by a blue colour boundary line bounded on the

North By

: Begumpet Road

South by

: House of Shri. Subba Rao

East By

: Road

West by

: Property bearing survey No. 42

SECOND SCHEDULE

All that piece and parcel of immovable property admeasuring 315 square meters bearing Municipal No. 1-10-72/2/3, Survey No. 41, situated at Begumpet Village, Hyderabad - 500 016, particularly marked in the plan hereto attached as surrounded by a brown colour boundary line and bounded on the:

North by

: Begumpet Road

South By

: Neighbors building bearing Municipal No. 1-10-72/2/1

East By

Road

West By

: Neighbors building occupied by Time of India.

THIRD SCHEDULE

All that piece and parcel of immovable property admeasuring 160 square meters bearing Municipal No. 1-10-72/2/3, Survey No. 41, situated at Begumpet, Hyderabad - 500 016, particularly marked in the plan hereto attached as surrounded by a RED colour boundary line and bounded on the:

North by

: Begumpet Main Road

South By

: Neighbour's building bearing Municipal No. 1-10-72/2/1

East By

: Premises No. 1-10-72/2/3

West By

: Neighbors building occupied by Time of India.

FOURTH SCHEDULE

All that piece and parcel of immovable property admeasuring 160 square meters bearing Municipal No. 1-10-72/2/3/A, Survey No. 41, situated at Begumpet, Hyderabad - 500 016, particularly marked in the plan hereto attached as surrounded by a yellow colour boundary line and bounded on the:

North by

: Begumpet Main Road

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: Neighbour's building bearing Municipal No. 1-10-72/2/1

East By

: Road

West By

: Premises No. 1-10-72/2/3/A

FIFTH SCHEDULE

All that piece and parcel of immovable property admeasuring 2700 sq. ft. bearing Municipal No. 1-10-72/2/3/C, Begumpet, Hyderabad - 500 016, particularly marked in the plan hereto attached by yellow colour hatched line and bounded on the:

North by

: Begumpet Main Road

→ South By

: Neighbour's building bearing Municipal No. 1-10-72/2/1

East By

: Road --

West By

· : Neighbors building occupied by Times of India.

SIXTH SCHEDULE

All that piece and parcel of immovable property admeasuring 1350 sq. ft bearing Municipal No. 1-10-72/2/3/B, Begumpet, Hyderabad - 500 016, particularly marked in the plan hereto attached as shaded in red color with undivided share of land 53.34 sq meters (i.e.64.46 sq. yards) and bounded on the:

North by

: Begumpet Main Road -

South By

: Neighbour's building bearing Municipal No. 1-10-72/2/1

East By

: Premises No. 1-10-72/2/3/C admeasuring 350 sq. ft owned by Soham

West By

: Neighbours building occupied by Times of India.

In WITNESSWHEREOF the parties hereto have signed this Sale Deed on the 28th day of April 95 in the presence of the following witnesses:

WITNESSES:

Sohane Modi Vendor

(Soham Modi)

1. -sd ~ 2. -sd ~

Confirming Party

(Sourabh Modi)

Sheet of 22 Sheets No. of Corrections Vallability of Vallability of

ANNEXURE-IA

| 1. | Description of the Building : Rs. H. No. 12/2/8/8, Begur | npet, Hyd |
|----|---|-----------|
| | (a) Nature of Roof | |
| ٠ | (b) Type of Structure 1 Dillars with walls | |
| 2. | Age of the Building 1 7 Years | |
| 3. | Fotal Extent of Site : 160 29, - Me line : 53. By 89. Heters transferable | land one |
| 4. | | |
| | Cellar, Parking Area | |
| | In the Ground Floor | |
| | In the First Floor 1 1350 89. ft | |
| | In the 2nd Floor | |
| | In the 3rd Floor | |
| 5. | Annual Rental Value : 15,000 /- | |
| 8. | Municipal Taxes per Annum : 12 4,200 /- | |
| 7 | Executant's estimate of the MV of the Building 2.9,50,000/- | |

CERTIFICATE

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

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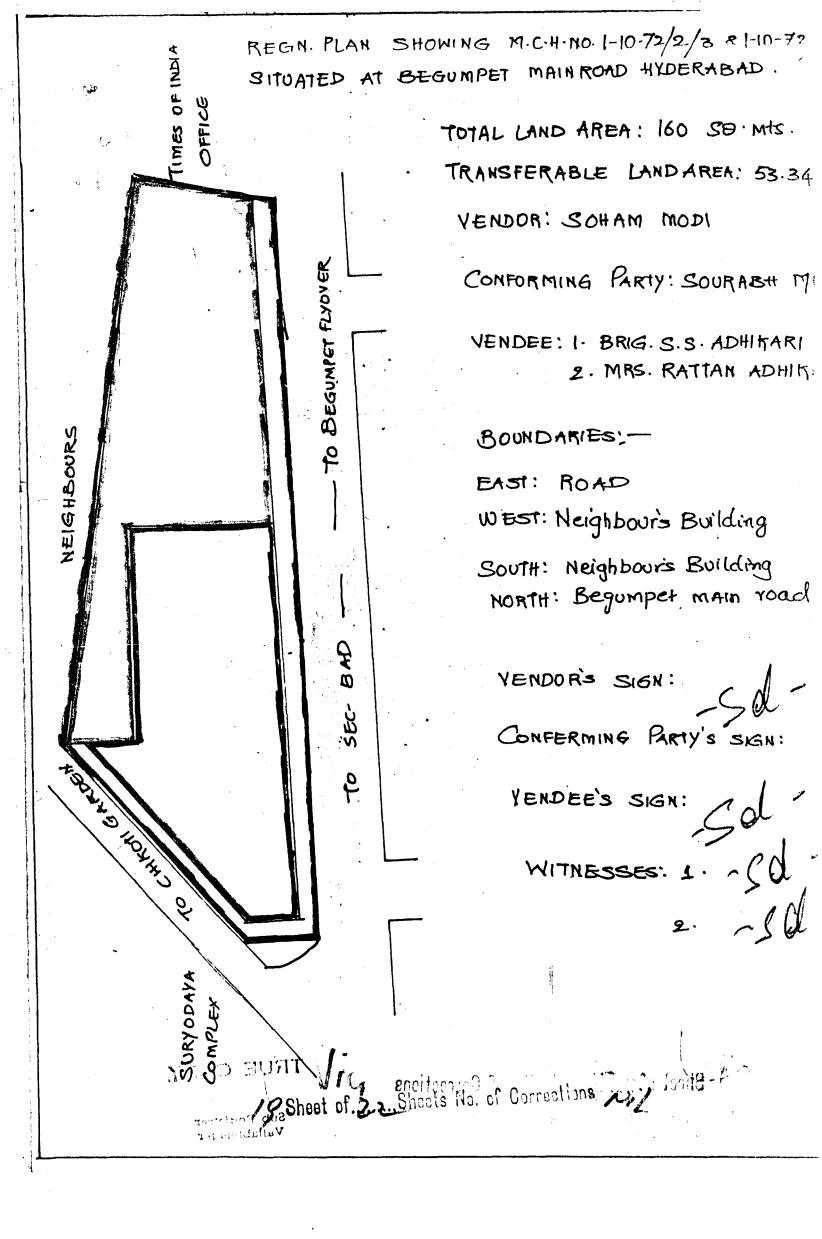
Signature of the Executant

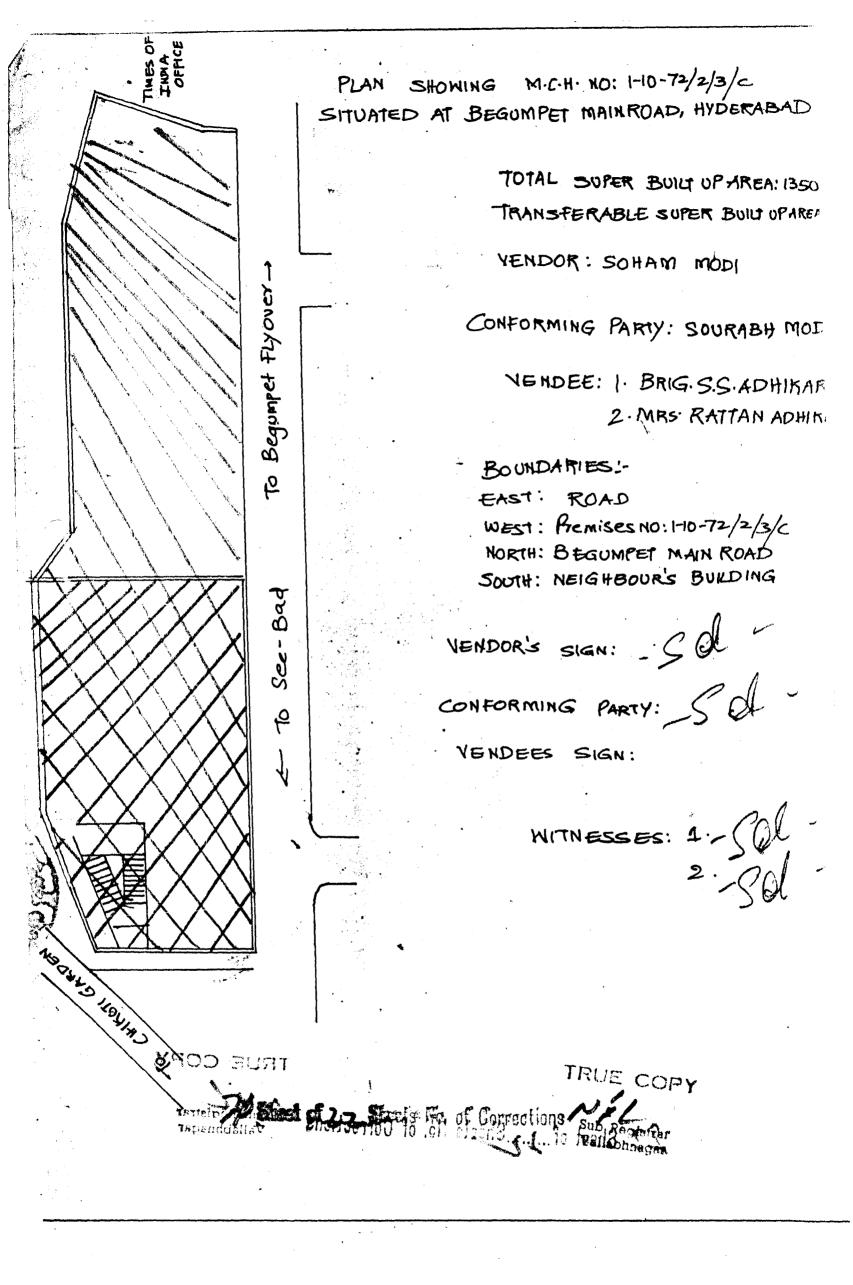
Date:

Date:

Signature of the Claimant

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Sub Registrar
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