



12645... 5.5.95 100/-
 By Solomon
 S/o. Kuparatnam Res Sec'bad
 For what m/s. Girijabai Modi Charitable Trust, Sec-bad.

P. Rama Subbamma
 P. RAMA SUBBAMMA
 STAMP VENDOR
 L. No. 14/1993
 4-2 OLD BHOIGUDA,
 SECUNDERABAD-A. P.

SALE AGREEMENT

This deed of sale agreement of Secunderabad on this the 5th day of May, 1995 by and between :

Shri Sourabh Modi S/o Shri Satish Modi aged about 23 years residing at 1-8-179/3. S.D.Road, Secunderabad 500 003 herein after referred to as the 'VENDOR'.

AND

Smt. Girija Bai Modi Charitable Trust with its office at 1-10-176, Begumpet, Hyderabad - 500 016, represented by its Trustee **Shri. Pramod Chandra Modi** S/o. Late. Manilal C. Modi aged about 52 years residing at 1-8-165, Prenderghast Road Secunderabad, hereinafter referred to as the 'PURCHASER'.

The expressions 'The Vendor' and 'The Purchaser' shall mean and include unless it is repugnant to the context their heirs, executors, Legal representatives, administrators and their successors - in - interest.

Sourabh Modi

For Girilabai Modi Charitable Trust.

Pramod Chandra Modi
 Trustee

WHEREAS:

1. The Vendor is the sole and absolute Owner of R.C.C. Building of 485 S.ft western side of Ground floor and un-divided share in land to the extent of 16.16 sq.mts in the building known as 'Modi House' situated at 1-10-72/2/3/A, Begumpet, Hyderabad, more fully described in the schedule given hereunder and as shown in the plan annexed hereto, hereinafter referred to as **Schedule Property**.
2. By and under a Sale Deed dated the 9th Day of July, 1973 executed by (1) Sri Sivagori Maishaiah, (2) Sri Sivagori Shanker Sairam, (3) Sri Sivagori Balaji and (4) Sri Sivagori Jeeturi (therein referred to as "the Vendors") in favour of one Sri 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 Sri Sivagori Maishaiah and three other sold, conveyed and transferred to the said Sri 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
3. On or about 96 square meters of the said Land was acquired 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 (the said area of 315 square meters is hereinafter referred to as "the said Property");
4. By and under an agreement dated 1st April, 1985 (hereinafter referred to as "the said Development Agreement") between the said Sri M.B.S. Purushottam (therein described as ' the Owner') and one Sri Satish Modi (therein described as ' the Developer '), the said Sri M.B.S. Purushottam permitted the said Sri 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;
5. In pursuant to the said Development Agreement the said Sri Satish Modi constructed on the said Land ground floor structure admeasuring about 1580 square feet and bearing Municipal No. 1-10-72/2/3 and 1-10-72/2/3/A respectively;
6. By and under a Sale Agreement dated 1st February 1986 executed by the said Sri 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 Sri 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. 3529 of 1993, the said Sri M.B.S. Purushottam and the said Sri Satish Modi sold, transferred and conveyed to the Vendor:

a) 155 square meters of the said property,

Satish Modi

For Girijabal Modi Charitable Trust, Page 2. / SALE2.DOC

[Signature]
Trustee.

- b) the said ground floor showroom admeasuring 790 square feet bearing Municipal No. 1-10-72/2/3/A;
- c) The **Vendor** has put on further structures of about 760 Sft., in terms of G.O.No. (Rt) No. 905, M.A. dated 16/07/1991 authorizing additional FSI. Thus the total area for which Vendor is a absolute owner of 1550 Sft.
7. In the circumstances the **Vendor** is the exclusive owner of and are absolutely seized and possessed of and entitled to respective properties as detailed above.
8. The Purchaser is desirous of purchasing the property with an intention to earn regular monthly rent so that the activity of the trust can be carried on and has requested the Vendor to identify a tenant within a period of 30 days from the date of token payment of Rs. 6,00,000/- on 23rd December, 1994.
9. The Vendor has identified a tenant namely M/s. Relevant Technologies Pvt. Ltd., and the **Schedule Property** is in occupation of M/s. Relevant Technologies Pvt Ltd., with effect from 20th January 1995 under two agreements dated 16th January 1995 for a monthly rent of Rs.12,000/-(Rupees Twelve Thousand only) and on other terms and conditions as set out therein. The Above referred tenant has paid to the **Vendor** a sum of Rs. 1,20,000/-(Rupees One Lakh and Twenty Thousand only) towards rent deposit
10. It is mutually agreed upon that the possession and attornment of tenant in favour of Purchaser shall be given and done only after the entire sale consideration is paid by the Purchaser. However the Purchaser shall be entitled for a proportionate share in net rent as provided herein below.
11. The **Purchaser** has agreed to purchase from the **Vendor** and the **Vendor** has agreed to sell to the **Purchaser** the schedule property which is in occupation of M/s. Relevant Technologies Pvt Limited for a total consideration of Rs. 9,25,000/- (Rupees Nine lakhs twenty five thousand only).

NOW THIS INDENTURE WITNESSETH AS UNDER:

- 1 That in pursuance of the said agreement and in consideration of the sum of Rs. 9,25,000/- (Rupees Nine lakhs and twenty five thousand only) the **Vendor** does hereby agrees to grant, sell, transfer, convey, assign and assure unto the **Purchaser** an undivided share, right, title and interest to the extent of 16.16 Sq. Mtrs. of land, in all that the piece and parcel of the land admeasuring 155 Sq. Mtrs., and 485 Sq. ft. of structure on ground floor, bearing municipal No. 1-10-72/2/3/A, Survey No. 41 situated at Begumpet, Hyderabad and more particularly described in the Schedule hereunder written and shown on the plan hereto annexed
- 2 That the **Purchaser** in pursuance of the agreement has paid to the **Vendor** a sum of Rs. 6,00,000/- (Rupees Six lakhs only) by way of cheque No. 174884 dated 23/12/1994 drawn on Syndicate Bank, Jeera Compound Branch, the receipt of which is

Sourabh Modi

For Girilalal Modi Charitable Trust

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[Signature]
Trustee:

acknowledge by the **Vendor**. The **Purchaser** has agreed to take over the liability for repayment of rent deposit of Rs. 1,20,000/- (Rupees One lakh and Twenty Thousand only) received from the tenant M/s. Relevant Technologies Pvt Limited. The **Purchaser** agreed to pay balance sum of Rs. 2,05,000/- (Rupees Two lakhs Five Thousand only) on or before 1st July 1995.

- 3 The **Vendor** shall pay to the **Purchaser** a proportionate share in the net rent (after property taxes) with effect from 20/01/1995 being paid by M/s.Relevant Technologies Pvt Ltd in the Schedule property in proportion to the payments made by the **Purchaser** in respect of the sale consideration. The said proportion of rent shall be payable as and when the purchasers pay the entire sale consideration. For this purpose the liability of repayment of rent deposit of Rs. 1,20,000/- (Rupees One Lakh and Twenty Thousand only) shall be deemed to be amounts paid by the **Purchaser** on the date of final payment of sale consideration.
- 4 The **Vendor** shall obtain necessary clearances from the U.L.C, I.T. Department etc., at his cost.
- 5 It is agreed that in the event of any cancellation or termination of this Agreement, the **Purchaser** and all persons claiming by/through or under the **Purchaser** shall vacate the said property and hand back occupation to the **Vendor** who shall be entitled in law to take back the same, notwithstanding any dispute that may have arisen. In such event of termination/cancellation, the **Vendor** shall be at liberty to deal with the said property in such manner as they may deem fit and the **Purchaser** shall not have any objection thereto.
- ✓ 6 The **Vendor** shall execute and register Sale Deed or Sale Deeds in favour of the **Purchaser** or its nominees as and when requested by the **Purchaser**.
- ✓ 7 The **Vendor** hereby declares, covenants and agrees with the **Purchaser** that it is the sole, absolute and exclusive owner of the Schedule Property and that the same 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.
- 8 The **Vendor** shall deliver all copies of title deeds, link documents, tax receipts, etc., to the **Purchaser** on the date of execution and registration of the Sale Deed of Sale Deeds.
- ✓ 9 The **Purchaser** or its nominees or assignees shall bear all expenses including those of stamp duty, registration charges, Advocate's fee, etc., for execution and registration of the Sale Deed or Sale Deeds.
- 10 The **Vendor** shall pay all taxes, water charges, electricity consumption charges, etc., in respect of the schedule property upto the date of payment of entire sale consideration to

Sonvath Moh

For Girijabal Modi Charitable Trust,

[Signature]
Trustee.

the **Purchaser**. After that date, the **Purchaser** shall pay all the outgoing relating thereto.

11 The **Vendor** hereby declare, covenant and agree with the **Purchaser** that he shall execute and do all such acts, things and deeds as may be necessary assure the **Purchaser** with respect to the title and assist the **Purchaser** in getting mutation effected in Municipal Records or Government Authorities but at the expense of the **Purchaser**.

12 The **Vendor** hereby agree 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.

SCHEDULE OF THE PROPERTY

All that piece and parcel of immovable property admeasuring 485 sq.ft. bearing Municipal No. 1-10-72/2/3/A, Begumpet, Hyderabad 500-016 particularly marked in the plan hereto attached as shaded in red colour with undivided share of land 16.16 sq. meters and bounded on the:

North By	: Begumpet Main Road
South By	: Neighbor's building bearing Municipal No. 1-10-72/2/1
East By	: Part of Premises No. 1-10-72/2/3/A
West By	: Neighbours Premises

In Witness Whereof the parties hereto have signed this Sale Agreement on the _____ day of April 1995 in the presence of the following witnesses.

WITNESSES:

1

2

S. Shan Mod.
[Signature]

VENDOR

[Signature]

PURCHASER.

For Girilabal MediCharitable Trust

[Signature]
Trustee