

s.L.MG: 000294AP-235-1-1701/99

51807 PURCHASER: Y S R MURTHY

S/O Y CHANDRA SEKHAR

SEC'BAD.

FOR WHOM : SATISH MODI HUF S/O MANILAL L MODI

SEC'BAD.

P. Kanalon శిత్సంజిస్ట్రార్గం, పర్యవిష్ణులు **పరియు** ఎక్స్-అఫిషియో స్టాంపు వేందన 🎆 💁. శాల్యాజయను క ఇ ఈ. శాతా**్లండును** హేగరాజాడు.

#### AGREEMENT TO SELL AND PURCHASE OF IMMOVABLE PROPERTY

AGREEMENT TO SELL AND PURCHASE OF IMMOVABLE PROPERTY made and executed at Hyderabad on this the 30th day of January 1999 by and between:

Shri. M. C. Modi Discretionary Trust represented by its sole Trustees Shri. Satish Modi S/o. Shri Manilal Modi aged 53 years residing at Plot No. 1025, Road No. 45, Jubilee Hills, Hyderabad hereinafter referred to as the "VENDOR", (which expression unless repugnant or inconsistent with the subject or context shall mean and include its heirs, executors, nominees, administrators, successors - in- interest and assignees) of the One Part

#### AND

Shri. Satish Modi HUF represented by its karta Shri. Satish Modi S/o. Shri Manilal Modi aged 53 years residing at Plot No. 1025, Road No. 45, Jubilee Hills, Hyderabad hereinafter referred to as the "PURCHASER", (which expression unless repugnant or inconsistent with the subject or context shall and include his heirs, executors, nominees, administrators, successors and assignees) of the Other Part.

For M.C. Modi Discretionary Trust

For Satishchandra Modi (H.U.F.)

Trustee

#### WHEREAS:

21<sup>st</sup> M/s. Century Constructions Pvt Ltd (a incorporated under the Indian Companies Act hereinafter referred to as the "21st Century") was the original owner of the building bearing No. 5-8-112 to 5-8-173, admeasuring about 6,800 Sq. Yards situated at Nampally, Hyderabad. The said property belongs to a partnership firm known as the  $21^{\rm st}$ Century Constructions of which the **VENDOR** was a partner. Subsequently the **VENDOR** retired from the firm in the year 1986 and it had to receive a sum of Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only) towards its share of the assets of the firm. Subsequently the continuing partners converted the firm into a private Limited Company in the name of the "21st Century Constructions Pvt Ltd", and took over all the assets and liabilities of the firm including the liability of Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only) due to the VENDOR. The 21st Century entered into an agreement with M/s. Maheshwari Constructions (a partnership firm hereinafter referred to as the "DEVELOPER") for the development of the property demolishing existing structures and making new constructions.

In part satisfaction of the claim of the **VENDOR** herein, the 21st Century and the Developer have agreed to allot to the VENDOR a total constructed area of 4,100 Sq.Ft (4,500 S.Ft built up area) in the Lower Ground Floor of the property. Accordingly the 21<sup>st</sup> Century and Developer have allotted the said constructed area which now bears shops Nos. 2,3,34,35,36,37,38,39,46,47,48,49,50 & 51. In consideration of the said allotment the 21<sup>st</sup> Century and the VENDOR herein had agreed to adjust a sum of Rs. 9,32,500/- (Rupees Nine Lakhs Thirty Two Thousand And Five Hundred Only) from out of the amount payable to the VENDOR. The VENDOR has been in possession of the said shops as owner thereof and has been paying the Property Tax to the Municipal Corporation of Hyderabad, Hyderabad Division. The 21st Century has also executed an agreement embodying the terms of the agreement by and under which the **VENDOR** can also transfer the said shops to Third Parties. The 21st Century and Developer have executed an Irrevocable Power of Attorney in favour of their Agent for execution and registration of necessary documents.

The **PURCHASER** is interested in buying shops from the **VENDOR** bearing Nos. 39,46 and 47 admeasuring 1,125 Sq. Ft in the above said complex, on Basement Floor with an undivided share in land of **93.50** Sq. yards bearing M. C. H No.5-8-112 to 173, situated at Nampally, Hyderabad hereinafter referred to as the "SCHEDULE PROPERTY" and which is more particularly described at the foot of this document and shown in detail in the plan annexed hereto for a total consideration of Rs. 3,00,000/- (Rupees Three Lakhs only).

# NOW THIS SALE AGREEMENT WITNESSETH AS FOLLOWS:

1. In pursuance of this agreement and in consideration of the said sum of Rs. 3,00,000/- (Rupees Three Lakhs only) the PURCHASER has agreed to pay the VENDOR with in 3 (three) months from the date of this agreement.

For Satishchand o Muai (M.U.F.)

- 2. The **VENDOR** has delivered the possession of the **SCHEDULE PROPERTY** to the **PURCHASER** on  $1^{\rm st}$  February 1999.
- 3. All expenses of sale like stamp duty and registration charges shall be paid and borne by the PURCHASER.
- 4. The VENDOR hereby declares and assures the PURCHASER that the said property has not been alienated or encumbered in any manner whatsoever and further agrees to convey a free and marketable title to the PURCHASER in respect of the said property.
- 5. The **VENDOR** hereby agrees to execute Sale Deed or Sale Deeds in favour of the PURCHASER and/or his nominee or nominees.
- 6. The **PURCHASER** hereby specifically agrees to be bound by the terms of allotment made by the 21st Century and Developer in favour of the VENDOR.
- 7. The PURCHASER shall pay the necessary maintenance charges for common areas and facilities.
- 8. The PURCHASER shall on the execution of this agreement, be liable to pay the Property Tax to the Municipal Corporation. No such payment however be deducted from the sale consideration payable to the **VENDOR**.
- 9. 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 or Sale Deeds.
- **VENDOR** shall pay all taxes, water charges, 10.The electricity consumption charges etc., in respect of the Schedule Property up to the date of handing over occupation to the **PURCHASER**. After that date, the After that date, the PURCHASER shall pay all the outgoings relating thereto.
- 11. The **VENDOR** hereby declare, covenant and agree with the PURCHASER that they shall execute and do although 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 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.

## DESCRIPTION OF THE PROPERTY HEREBY AGREED TO BE SOLD

All that shops bearing Nos.39,46 and 47 admeasuring 1,125 Sq. Ft with an undivided share in land of <u>32.50</u> Sq. yards situated in the Lower Ground Floor of the **building "21st** Century Commercial Complex" bearing No. 5-8-112 to 5-8-173 situated at Nampally, Hyderabad more particularly shown in red in the plan annexed hereto and bounded on the

For M.C. Modi Discretionary Trust

For Satishonand of Mudi (H.U.F.)

Karta)

NORTH BY:

Common Passage

SOUTH BY:

Shop No.38 and 48

EAST BY :

Common Passage

WEST BY :

Common Passage

IN WITNESS WHEREOF the parties have signed these presents on the date and at the place mentioned above.

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WITNESSES:

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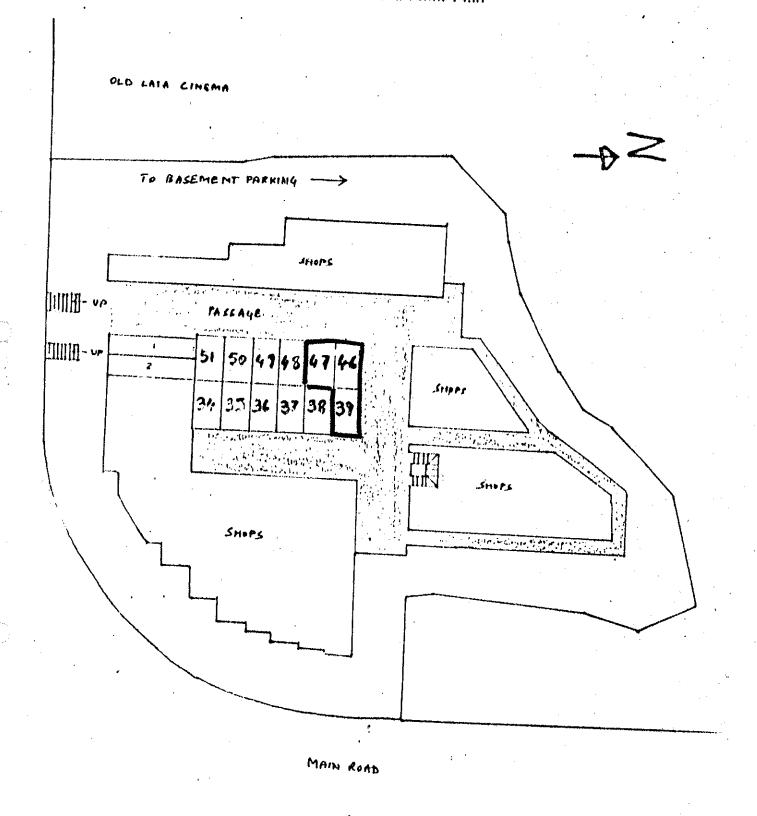
For Ed.C. Modi Discretionary Trust

VENDOR

Trustes

PURCHASER

Lower Ground Floor Plan



Satish and Trustee

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Mohd. 1 LICENCE No 3/78, RENEWAL No. 50/89.

AGREEMENT

THIS AGREEMENT is made and executed at Hyderabad on this the 27th day of September 90 by and between:

1. M/s 21st Century Constructions (Pvt) Ltd., a Company incorporated under the Indian Companies Act, 1956 with registration No.6450 of 1986-87 having its registered office at Nampally. Hyderabad, and represented herein by its Managing Director Sri B.V. Satya Sai Prasad S/o.B. Lakshmi Narayana aged about 28 years, R/o Nampally, Hyderabad, and hereinafter referred to as the VENDOR (which expression where the context so permits shall mean and include its successors and assigns).

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#### AND

M.C.Modi Discritionary Trust represented by its Trustee Shri Satish Modi S/o Manilal C.Modi hereinafter referred to as the PURCHASER (which expression where the context so permits shall mean and include his heirs, executors, administrators and assigns).

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WHEREAS the Vendor is the absolute owner of the property bearing M.No.5.8.112 to 5.8.173, measuring about 6800 Sq.yards situated at Nampally, Hyderabad, more fully described in the first schedule hereunder.

AND WHEREAS by and under an agreement of development dated. 15.12.88 executed by and between the Vendor and the Developer the Vendor entrusted the development of the said property to the Developer and the Developer has to develop the said property into a Commercial Complex as per the sanction taken by the Vendor from the Municipal authorities.

AND WHEREAS the Purchaser herein had entered into an agreement on 4th April 86 with Shri B.V.Satya Sai Prasad now representing M/s.21st Century Constructions (Pvt) Ltd., as Managing Director. In persuance of that agreement the Trust has exercised its option to purchase an area of 4100 sft on basement floor from out of the share of Vendor viz., 21st Century Constructions (Pvt) Ltd., and the Vendor and the developer have agreed to sell the same to the terms and conditions here under mentioned.

# NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1. The Vendors have sold and the purchaser have purchased the schedule mentioned property for a total consideration of Rs,9,32,500/- (Rupees Nine Lakhs Thirty two thousand five hundred only) which amount has been received by Vendor herein with the knowledge and consent of the Developer.
- 2. These presents shall be constructed to confer upon the purchaser right, title and interest in 4100 sft of constructed area more particularly described in the schedule and marked in the plan annexed hereto. For the purposes of conveyance a separate power of attorney has been executed in favour of the nominee of the purchaser herein.
- 3. The purchaser herein is placed in actual physical possession of the premises sold under this present.
- 4. The Vendors undertake to complete the balance work as per the plans of the purchaser on or before 30th of November 1990.

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- The Vendor has a right to make additions, raise storeys or 5. put up additional structures which shall be the sole property of the Vendor who will be entitled to dispose of the same or any of them in any way they choose and the Purchaser hereby consent(s) to the same. The terrace of the building including the parapet wall shall always be the property of the Vendor and this agreement with Purchaser and all other Purchasers of office space in the said building complex shall be subject to the aforesaid right of the Vendor who shall be entitled to use the said terrace including the parapet wall for any purpose including the display of advertisements and sign board and the Purchaser shall not be entitled to raise any objections or to any abatement in the price of the office space/ garage/tenament/ shop agreed to be acquired by him/her/them and/or to any compensation or damages on the ground of inconvenience of any other ground whatsoever.
- 6. The purchaser shall pay a sum of Rs.1000/-(Rupees One thousand only) towards maintenance and security from the date of completion of work or effective enjoyment of the compléted construction which ever is later. The purchaser has also deposited a sum of Rs.10,000 (Rupees Ten thousand only) with the Vendor towards this account.
- 7. The Purchaser shall regularly pay every month provisional amount of Rs.1000/-(Rupees One thousand only) fixed by the Vendor towards salary of the persons appointed by the Vendor to manage and look after the building, the chowkidars, liftmen, sweepers etc., and other outgoings and expenses mentioned in the Second Schedule hereto commencing from 1st April 1991 or three months after completion of the basement floor which ever is later. The Purchaser hereby has deposited Rs.10,000/-(Rupees Ten thousand only) with the Vendor towards the performance of the terms and conditions of this agreement.
- 8. The Purchaser hereby agree(s) to contribute and pay his/her their proportionate share towards the cost, expenses and outgoing in respect of the matters specified in the schedule hereto PROVIDED HOWEVER that the proportionate share or outgoing payable by the Purchaser of the said area shall be determined by the Vendor in such manner as they may think fit, and such determination shall always be binding upon all the Purchasers and the society or the Association after it is formed. The first of such maintenance charges to be paid only on completion of the total construction in all respects.

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- The Purchaser shall become a member of the Co-operative 9. Society or an Association registered under Societies Registration Act or any other anologus enactment or regulation, that may be formed with the owners of the premises that are proposed to be constructed on the land as members and shall abide by rules and bye-laws of the said society who shall be the administrators and supervisors or common service lift, corrodors, passages, staircase, roads, courts, garden, playground, drainage, water supply, electricity and other properties of common enjoyments. The Purchaser shall pay to the said Society/Association his/her/their share of the amount towards common service and taxes and rates leviable or any other sum on the entire premises and purchaser has to pay House/Property tax to the Municipality and other taxes to concerned authority in respect of his/her/their office from the dateof actual commencement of business directly to the corporation. The Electricity meter deposit, rent and electricity consumption charges metered separately of his/her/their respective portion shall be borne and payable by the Purchaser.
- 10. That the Purchaser can let out, sub-let, transfer or assign or part with his/her/their interest or possession of the said area or transfer or assign the rights under the agreement for which no consent of the vendors need to be taken except intimating the transfer to vendor or the society as the case may be.
- 11. That the Vendors covenants that they would not in any way inconvenience the enjoyment of the premises by keeping the construction of other shops or structures and any other buildings in the premises by gathering of men and material and by erecting of scaffolding and such other acts, determinated to the business of the purchasers.
- 12. The Vendors assures the purchasers that while they retain the right to further develop the property they shall do so keeping in view effective enjoyment i.e., such construction is not determental to business of the Purchasers.

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- 13. The Purchaser further covenants with the Vendor and through them with the Purchasers of the other premises that he/she/they shall not demolish or cause to be demolished any structure in the said building or any portion of the same but will be entitle to make any new construction of whatsoever nature on the said area under its possession for which no further consent of the Vendor or the proposed Society or Association of all Purchasers which may be formed, will be necessary.
- 14. The main terrace of the building including its parapet walls and also blank walls on the external periphery of the building shall remain to be the absolute property of the Vendor and their agreement shall be subject to the said rights of the Vendor who shall be entitled to use the said terrace and the parapet wall and the blank external walls of the building for any purpose including the display of advertisements or sign boards and the Purchaser shall not be entitled to any abatement in the price of the office space/garage/shop/tenament to be acquired by him/her/them or to any compensation or damages on the ground of inconvenience caused to the Purchaser.

The Purchasers are entitled to place their name boards and signes on the premises and on the railings on the road side and common board which the developer may put up at a deter date.

The Vendors hereby assures that the Purchasers shall not be elled upon to pay any further charges, deposits, etc. on common facilities or any other account except the recurring maintenance mutually agreed to be paid.

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## FIRST SCHEDULE

All that piece and parcel of land bearing M.No.5.8.112 to 5.8.173 situate at Nampally, Hyderabad, together with land appurtenant thereto admeasuring 6800 Sq.yards ( Sq.mts)

## SECOND SCHEDULE

- 1. The expenses of maintaining repairing re-decorating etc. of the main structure and in particular the roof, gutters and rain water pipes of the building water pipes, gas pipes and electric wires in under or upon the building and enjoyed or used by the Purchaser in common with other occupiers of other flats and the maintenance, passages and staircases of the building as enjoyed by the purchaser or used by him/her/them in common as aforesaid and the boundary walls of the building, compound, terraces etc.
- 2. The cost of cleaning and lighting the passages, landlings, staircases and other parts of the buildings as enjoyed or used by the Purchaser in common as aforesaid.
- The cost of decorating the exterior of the building.
- 4. The amount of the salaries of clerks, bill collectors, chowkidars, liftmen, sweepers etc.,
- 5. The cost of working and maintenance of lift, generator, pumps and other light and service charges.

- 6. Municipal and other taxes and water/electricity charges.
- 7. Cost of water or electric meters and/or any deposit for water or electricity.
- 8. Proportionate share of deposit to be deposited with the Hyderabad Municipal Corporation and other Government or local bodies.
- 9. Cost of Society's office premises and for the furniture and office equipment.
- 10. Such other expenses as are necessary or incidental for the maintenance and upkeep of the building.

# THIRD SCHEDULE PROPERTY AGREED TO BE CONVEYED TO THE PURCHASER

### GARAGE/TENAMENT/SHOP:

All that area on Floor No.basement of an area of approximately 4200 sft.delineated in red colour in the plan annexed hereto.

IN WITNESS WHEREOF the parties hereto have put their hand and seal on the day and year first hereinabove written in the presence of the following:

#### WITNESSES:

1.

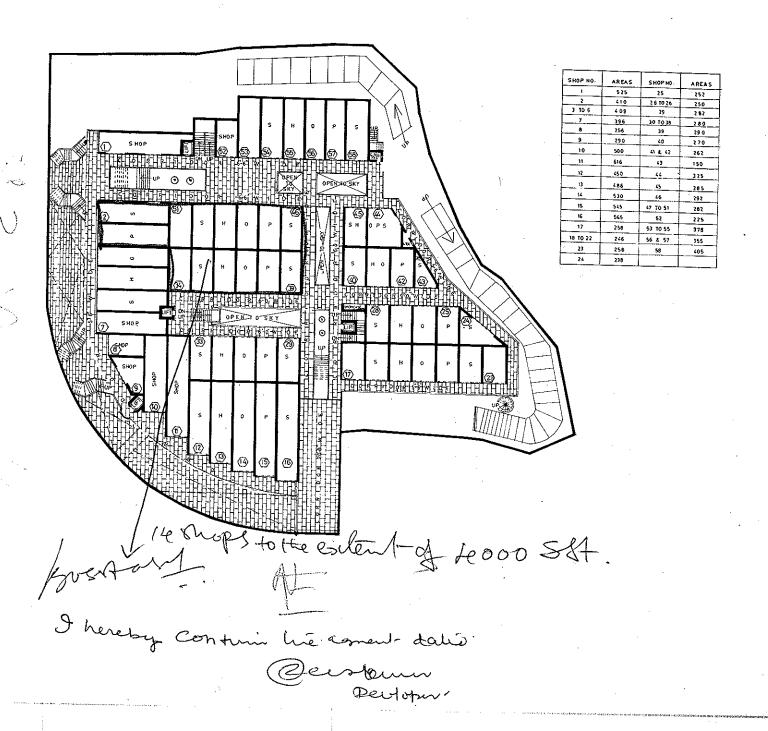
VENDOR

2. I hereby confirm the transaction as developer and confirming party

**DURCHASER** 

# 21st Century Commercial Complex

#### **Basement Floor Plan**





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S.L.NO: 0027052 DATE: 10/12/97

RS: 100

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PURCHASER: P SOLOMON

S/O P KRUPARATNAM SEC'BAD.

FOR WHOM : SATISH MODI

S/O MANILAL C MODI, SEC'BAD.

# AGREEMENT TO SELL AND PURCHASE OF IMMOVABLE PROPERTY

AGREEMENT TO SELL AND PURCHASE OF IMMOVABLE PROPERTY made and executed at Hyderabad on this the 1st day of April 1998 by and between:

Shri. M. C. Modi Discretionary Trust represented by its sole Trustees Shri. Satish Modi S/o. Shri Manilal Modi aged 53 years residing at Plot No. 1025, Road No. 45, Jubilee Hills, Hyderabad hereinafter referred to as the "VENDOR", (which expression unless repugnant or inconsistent with the subject or context shall mean and include its heirs, executors, nominees, administrators, successors - in- interest and assignees) of the One Part

Shri. Satish Modi S/o. Shri Manilal Modi aged 53 years residing at Plot No. 1025, Road No. 45, Jubilee Hills, Hyderabad hereinafter referred to as the "PURCHASER", (which expression unless repugnant or inconsistent with the subject or context shall mean and include his heirs, executors, nominees, administrators, successors and assignees) of the Other Part.

For M.C. Modi Discretionary Trust

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#### WHEREAS:

Century Constructions Pvt (a incorporated under the Indian Companies Act hereinafter referred to as the "21st Century") was the original owner of the building bearing No. 5-8-112 to 5-8-173, admeasuring about 6,800 Sq. Yards situated at Nampally, Hyderabad. The said property belongs to a partnership firm known as the  $21^{\rm st}$ Century Constructions of which the VENDOR was a partner. Subsequently the **VENDOR** retired from the firm in the year 1986 and it had to receive a sum of Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only) towards its share of the assets of the firm. Subsequently the continuing partners converted the firm into a private Limited Company in the name of the "21st Century Constructions Pvt Ltd", and took over all the assets and liabilities of the firm including the liability of Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only) due to the **VENDOR**. The **21<sup>st</sup> Century** entered into an agreement with M/s. Maheshwari Constructions (a partnership hereinafter referred to as the "DEVELOPER") for development of the property demolishing existing structures and making new constructions.

In part satisfaction of the claim of the VENDOR herein, the 21st Century and the Developer have agreed to allot to the VENDOR a total constructed area of 4,100 Sq.Ft (4,500 S.Ft built up area) in the Lower Ground Floor of the property. Accordingly the 21st Century and Developer have allotted the said constructed area which now bears shops Nos. 2,3,34,35,36,37,38,39,46,47,48,49,50 & 51. In consideration of the said allotment the  $21^{st}$  Century and the **VENDOR** herein had agreed to adjust a sum of Rs. 9,32,500/- (Rupees Nine Lakhs Thirty Two Thousand And Five Hundred Only) from out of the amount payable to the **VENDOR**. The **VENDOR** has been in possession of the said shops as owner thereof and has been paying the Property Tax to the Municipal Corporation of Hyderabad, Hyderabad Division. The 21st Century has also executed an agreement embodying the terms of the agreement by and under which the VENDOR can also transfer the said shops to Third Parties. The 21st Century and Developer have executed an Irrevocable Power of Attorney in favour of their Agent for execution and registration of necessary documents.

The **PURCHASER** is interested in buying two shops from the vendor bearing No. 2 & 3 admeasuring 662 Sq. Ft in the above said complex, on Basement Floor bearing M. C. H No. 5-8-112 to 173, situated at Nampally, Hyderabad hereinafter referred to as the "SCHEDULE PROPERTY" and which is more particularly described at the foot of this document and shown in detail in the plan annexed hereto for a total consideration of Rs. 4,75,000/- (Rupees Four Lakhs Seventy Five Thousand only).

#### NOW THIS SALE AGREEMENT WITNESSETH AS FOLLOWS:

1. In pursuance of this agreement and in consideration of the said sum of Rs.4,75,000/- (Rupees Four Lakhs and Seventy Five Thousand only) the PURCHASER has paid the total sale consideration to the VENDOR. The VENDOR has acknowledged the receipt for the same

M.B. Modi Discretionary Trust

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- 2. The **VENDOR** has delivered the possession of the **SCHEDULE PROPERTY** to the **PURCHASER** on 1<sup>st</sup> April 1998.
- 3. All expenses of sale like stamp duty and registration charges shall be paid and borne by the **PURCHASER**.
- 4. The **VENDOR** hereby declares and assures the **PURCHASER** that the said property has not been alienated or encumbered in any manner whatsoever and further agrees to convey a free and marketable title to the **PURCHASER** in respect of the said property.
- 5. The **VENDOR** hereby agrees to execute Sale Deed or Sale Deeds in favour of the **PURCHASER** and/or his nominee or nominees.
- 6. The PURCHASER hereby specifically agrees to be bound by the terms of allotment made by the 21<sup>st</sup> Century and Developer in favour of the VENDOR.
- 7. The **PURCHASER** shall pay the necessary maintenance charges for common areas and facilities.
- 8. The **PURCHASER** shall on the execution of this agreement, be liable to pay the Property Tax to the Municipal Corporation. No such payment however be deducted from the sale consideration payable to the **VENDOR**.
- 9. 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 or Sale Deeds.
- 10. The **VENDOR** shall pay all taxes, water charges, electricity consumption charges etc., in respect of the Schedule Property up to the date of handing over occupation to the **PURCHASER**. After that date, the **PURCHASER** shall pay all the outgoings relating thereto.
- 11. The **VENDOR** hereby declare, covenant and agree 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 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.

# DESCRIPTION OF THE PROPERTY HEREBY AGREED TO BE SOLD

All that two shops bearing Nos. 2 & 3 admeasuring 662 Sq. Ft. (13.24 4,74) situated in the Lower Ground Floor of the building 21 x (13.24 4,74) Century Commercial Complex" bearing No. 5-8-112 to 5-8-173 x situated at Nampally, Hyderabad more particularly shown in red in the plan annexed hereto and bounded on the

M.C. Modi Discretionary Truct

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NORTH BY:

Shop No.51

SOUTH BY:

Ekminar Maszid Road

EAST BY :

Shop No.4

WEST BY :

Passage

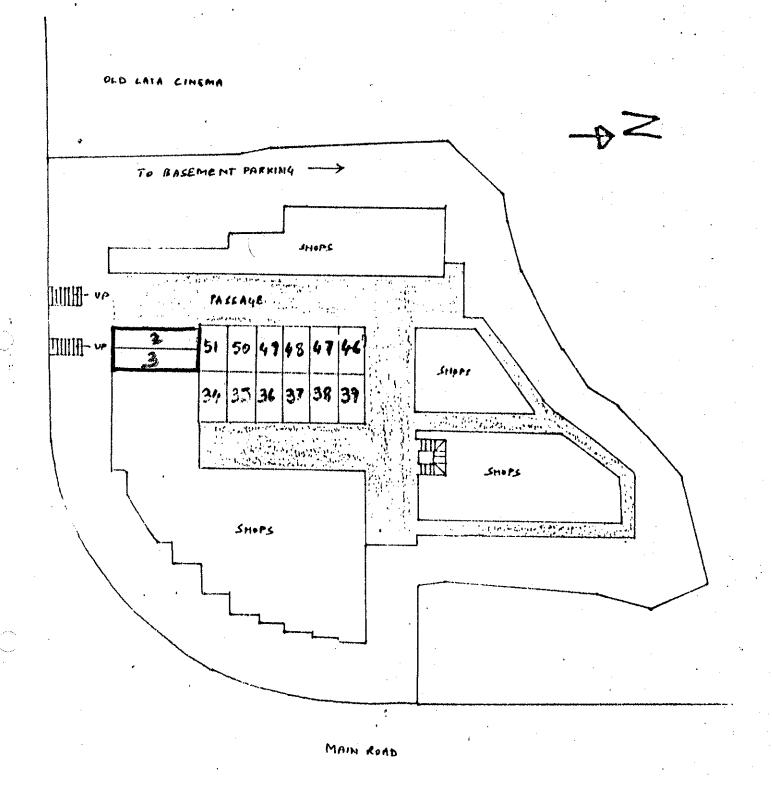
IN WITNESS WHEREOF the parties have signed these presents on the date and at the place mentioned above.

WITNESSES:

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PURCHASER

Lower Ground Floor Plan



M.C. Modi Discretionary Trust

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Y S R MURTHY PURCHASER:

S/G Y CHANDRA SEKHAR

SEC'BAD.

FOR WHOM : SATISH MODI HUF

8/0 MANILAL L MODI SEC'DAD.

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#### AGREEMENT TO SELL AND PURCHASE OF IMMOVABLE PROPERTY

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#### AND

Shri. Satish Modi HUF represented by its Karta Shri. Satish Modi S/o. Shri Manilal Modi aged 53 years residing at Plot No. 1025, Road No. 45, Jubilee Hills, Hyderabad hereinafter referred to as the "PURCHASER", (which expression unless repugnant or inconsistent with the subject or context shall mean and include his heirs, executors, nominees, administrators, successors and assignees) of the Other Part.

M.C. Modi Discretionary Trust

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#### WHEREAS :

M/s.21<sup>st</sup> Century Constructions Pvt Ltd (a company incorporated under the Indian Companies Act hereinafter referred to as the "21<sup>st</sup> Century") was the original owner of the building bearing No. 5-8-112 to 5-8-173, admeasuring about 6,800 Sq. Yards situated at Nampally, Hyderabad. The said property belongs to a partnership firm known as the  $21^{\rm st}$ Century Constructions of which the **VENDOR** was a partner. Subsequently the **VENDOR** retired from the firm in the year 1986 and it had to receive a sum of Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only) towards its share of the assets of the firm. Subsequently the continuing partners converted the firm into a private Limited Company in the name of the "21st Century Constructions Pvt Ltd", and took over all the assets and liabilities of the firm including the liability of Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only) due to the **VENDOR**. The  $21^{\rm st}$  **Century** entered into an agreement with M/s. Maheshwari Constructions (a partnership firm hereinafter referred to as the "DEVELOPER") for the development of the property demolishing existing structures and making new constructions.

In part satisfaction of the claim of the VENDOR herein, the 21<sup>st</sup> Century and the Developer have agreed to allot to the VENDOR a total constructed area of 4,100 Sq.Ft (4,500 S.Ft built up area) in the Lower Ground Floor of the property. Accordingly the 21<sup>st</sup> Century and Developer have allotted the said constructed area which now bears shops Nos. 2,3,34,35,36,37,38,39,46,47,48,49,50 & 51. In consideration of the said allotment the 21<sup>st</sup> Century and the VENDOR herein had agreed to adjust a sum of Rs.  $\overline{9}$ ,32,500/- (Rupees Nine Lakhs Thirty Two Thousand And Five Hundred Only) from out of the amount payable to the **VENDOR**. The **VENDOR** has been in possession of the said shops as owner thereof and has been paying the Property Tax to the Municipal Corporation of Hyderabad, Hyderabad Division. The 21st Century has also executed an agreement embodying the terms of the agreement by and under which the **VENDOR** can also transfer the said shops to Third Parties. The 21st Century and Developer have executed an Irrevocable Power of Attorney in favour of their Agent for execution and registration of necessary documents.

The  ${\bf PURCHASER}$  is interested in buying shops from the  ${\bf VENDOR}$ bearing Nos. 37,38 and 48 admeasuring 1,125 Sq. Ft in the above said complex, on Basement Floor with an undivided share in land of 32.50 Sq. yards bearing M. C. H No.5-8-112 to 173, situated at Nampally, Hyderabad hereinafter referred to as the "SCHEDULE PROPERTY" and which is more particularly described at the foot of this document and shown in detail in the plan annexed hereto for a total consideration of Rs. 3,00,000/- (Rupees Three Lakhs only).

# NOW THIS SALE AGREEMENT WITNESSETH AS FOLLOWS:

1. In pursuance of this agreement and in consideration of the said sum of Rs. 3,00,000/- (Rupees Three Lakhs only) the PURCHASER has agreed to pay to the VENDOR within 3 (three) months from the date of this agreement.

🚾 🖾 C. Modi Discretionaty Trust **Grustee** 

For Satishehandra Modi (H.U.F.) Karia!

- 2. The **VENDOR** has delivered the possession of the **SCHEDULE PROPERTY** to the **PURCHASER** on  $1^{\rm st}$  February 1999.
- 3. All expenses of sale like stamp duty and registration charges shall be paid and borne by the **PURCHASER**.
- 4. The **VENDOR** hereby declares and assures the **PURCHASER** that the said property has not been alienated or encumbered in any manner whatsoever and further agrees to convey a free and marketable title to the **PURCHASER** in respect of the said property.
- 5. The **VENDOR** hereby agrees to execute Sale Deed or Sale Deeds in favour of the **PURCHASER** and/or his nominee or nominees.
- 6. The **PURCHASER** hereby specifically agrees to be bound by the terms of allotment made by the **21<sup>st</sup> Century** and **Developer** in favour of the **VENDOR**.
- 7. The **PURCHASER** shall pay the necessary maintenance charges for common areas and facilities.
- 8. The **PURCHASER** shall on the execution of this agreement, be liable to pay the Property Tax to the Municipal Corporation. No such payment however be deducted from the sale consideration payable to the **VENDOR**.
- 9. 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 or Sale Deeds.
- 10. The **VENDOR** shall pay all taxes, water charges, electricity consumption charges etc., in respect of the Schedule Property up to the date of handing over occupation to the **PURCHASER**. After that date, the **PURCHASER** shall pay all the outgoings relating thereto.
- 11. The **VENDOR** hereby declare, covenant and agree 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 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.

#### DESCRIPTION OF THE PROPERTY HEREBY AGREED TO BE SOLD

All the shops bearing Nos.37,38 and 48 admeasuring 1,125 Sq. Ft with an undivided share in land of 22.50 Sq. yards situated in the Lower Ground Floor of the building "21st Century Commercial Complex" bearing No. 5-8-112 to 5-8-173 situated at Nampally, Hỳderabad more particularly shown in red in the plan annexed hereto and bounded on the

To M.C. Modi Discretionary Trust

Satish multiTrustee

Salus Maria

NORTH BY:

Shop No.47 and 39

SOUTH BY:

Shop No.36 and 49

EAST BY :

Common Passage

WEST BY :

Common Passage

IN WITNESS WHEREOF the parties have signed these presents on the date and at the place mentioned above.

For M.C. Modi Discretionary Trust

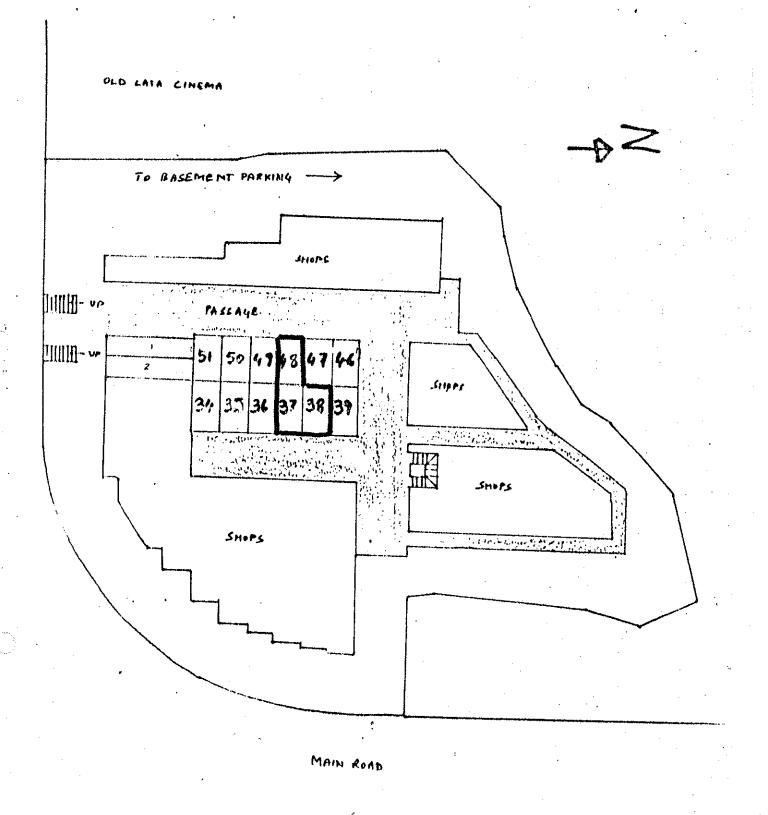
WITNESSES:

2.

VENDOR

Trusted

Lower Chound Floor Plan



For M.C. Modi Discretionary Trust

Salust mal

For Satishchandra Modi (H.U.F.)

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S.L.NG: 0027051) DATE: 10/12/97 RS:

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PUÑCHASER: P SOLOMON

S/O P KRUPARATNAM

SEC'BAD.

FOR WHOM : SATISH MODI

8/0 MANILAL C MODI, SEC BAD.

# AGREEMENT TO SELL AND PURCHASE OF IMMOVABLE PROPERTY

AGREEMENT TO SELL AND PURCHASE OF IMMOVABLE PROPERTY executed at Hyderabad on this the 1<sup>st</sup> day of May 1998 by and between:

Shri. M. C. Modi Discretionary Trust represented by its sole Trustees Shri. Satish Modi S/o. Shri Manilal Modi aged 53 years residing at Plot No. 1025, Road No. 45, Jubilee Hills, Hyderabad hereinafter referred to as the "VENDOR", (which expression unless repugnant or inconsistent with the subject or context shall mean and include its heirs, executors, nominees, administrators, successors — in— interest and assignees) of the One Part

#### <u>AND</u>

Shri. Satish Modi S/o. Shri Manilal Modi aged 53 years residing at Plot No. 1025, Road No. 45, Jubilee Hills, Hyderabad hereinafter referred to as the "PURCHASER", (which expression unless repugnant or inconsistent with the subject or context shall mean and include his heirs, executors, nominees, administrators, successors and assignees) of the Other Part.

For M.C. Modi Discretionary Trust

Trustee

X Saturb mal

#### WHEREAS:

21<sup>st</sup> M/s. Century Constructions Pvt Ltd (a incorporated under the Indian Companies Act hereinafter referred to as the "21st Century") was the original owner of the building bearing No. 5-8-112 to 5-8-173, admeasuring about 6,800 Sq. Yards situated at Nampally, Hyderabad. said property belongs to a partnership firm known as the 21st Century Constructions of which the VENDOR was a partner. Subsequently the VENDOR retired from the firm in the year 1986 and it had to receive a sum of Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only) towards its share of the assets of the firm. Subsequently the continuing partners converted the firm into a private Limited Company in the name of the "21st Century Constructions Pvt Ltd", and took over all the assets and liabilities of the firm including the liability of Rs. 35,00,000/- (Rupees Thirty Five Lakhs Only) due to the VENDOR. The 21st Century entered into an agreement with M/s. Maheshwari Constructions (a partnership firm hereinafter referred to as the "DEVELOPER") for the development of the property demolishing existing structures and making new constructions.

In part satisfaction of the claim of the VENDOR herein, the 21st Century and the Developer have agreed to allot to the VENDOR a total constructed area of 4,100 Sq.Ft (4,500 S.Ft built up area) in the Lower Ground Floor of the property. Accordingly the 21<sup>st</sup> Century and Developer have allotted the said constructed area which now bears shops Nos. 2,3,34,35,36,37,38,39,46,47,48,49,50 & 51. In consideration of the said allotment the 21<sup>st</sup> Century and the VENDOR herein had agreed to adjust a sum of Rs. 9,32,500/- (Rupees Nine Lakes Third The Thomas And Five Handred Only) from out of Lakhs Thirty Two Thousand And Five Hundred Only) from out of the amount payable to the VENDOR. The VENDOR has been in possession of the said shops as owner thereof and has been paying the Property Tax to the Municipal Corporation of Hyderabad, Hyderabad Division. The 21st Century has also executed an agreement embodying the terms of the agreement by and under which the **VENDOR** can also transfer the said shops to Third Parties. The 21st Century and Developer have executed an Irrevocable Power of Attorney in favour of their Agent for execution and registration of necessary documents.

The **PURCHASER** is interested in buying shops from the **VENDOR** bearing Nos. 50 & 51 admeasuring 603 Sq. Ft in the above said complex, on Basement Floor together with indivisible share of Land of 12.06 Sq.yards bearing M. C. H No.5-8-112 to 173, situated at Nampally, Hyderabad hereinafter referred to as the "SCHEDULE PROPERTY" and which is more particularly described at the foot of this document and shown in detail in the plan annexed hereto for a total consideration of Rs. 3,00,000/- (Rupees Three Lakhs only).

## NOW THIS SALE AGREEMENT WITNESSETH AS FOLLOWS:

1. In pursuance of this agreement and in consideration of the said sum of Rs. 3,00,000/- (Rupees Three Lakhs only) the PURCHASER has paid the total sale consideration to the VENDOR. The VENDOR has acknowledged the receipt for the Salval mrd. same.

Modi Discretionary Trust

- 2. The **VENDOR** has delivered the possession of the **SCHEDULE PROPERTY** to the **PURCHASER** on  $1^{\rm st}$  April 1998.
- 3. All expenses of sale like stamp duty and registration charges shall be paid and borne by the **PURCHASER**.
- 4. The **VENDOR** hereby declares and assures the **PURCHASER** that the said property has not been alienated or encumbered in any manner whatsoever and further agrees to convey a free and marketable title to the **PURCHASER** in respect of the said property.
- 5. The **VENDOR** hereby agrees to execute Sale Deed or Sale Deeds in favour of the **PURCHASER** and/or his nominee or nominees.
- 6. The **PURCHASER** hereby specifically agrees to be bound by the terms of allotment made by the **21<sup>st</sup> Century** and **Developer** in favour of the **VENDOR**.
- 7. The **PURCHASER** shall pay the necessary maintenance charges for common areas and facilities.
- 8. The **PURCHASER** shall on the execution of this agreement, be liable to pay the Property Tax to the Municipal Corporation. No such payment however be deducted from the sale consideration payable to the **VENDOR**.
- 9. 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 or Sale Deeds.
- 10. The **VENDOR** shall pay all taxes, water charges, electricity consumption charges etc., in respect of the Schedule Property up to the date of handing over occupation to the **PURCHASER**. After that date, the **PURCHASER** shall pay all the outgoings relating thereto.
- 11. The VENDOR hereby declare, covenant and agree 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 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.

# DESCRIPTION OF THE PROPERTY HEREBY AGREED TO BE SOLD

All the shops bearing Nos.50 and 51 admeasuring 603 Sq. Ft with an undivided share in land of 12.06 Sq. yards situated in the Lower Ground Floor of the building "21st Century Commercial Complex" bearing No. 5-8-112 to 5-8-173 situated at Nampally, Hyderabad more particularly shown in red in the plan annexed hereto and bounded on the

For M.C. Modi Discretionary Trust

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Timestas

> Satul mad

NORTH BY:

Shop No.49

SOUTH BY:

Shop No.2 and 3

EAST BY :

Shop No.34 & 35

WEST BY :

Common Passage

IN WITNESS WHEREOF the parties have signed these presents on the date and at the place mentioned above.

WITNESSES:

1. Juntur

Fot M.C. Modi Olscretionary Trust

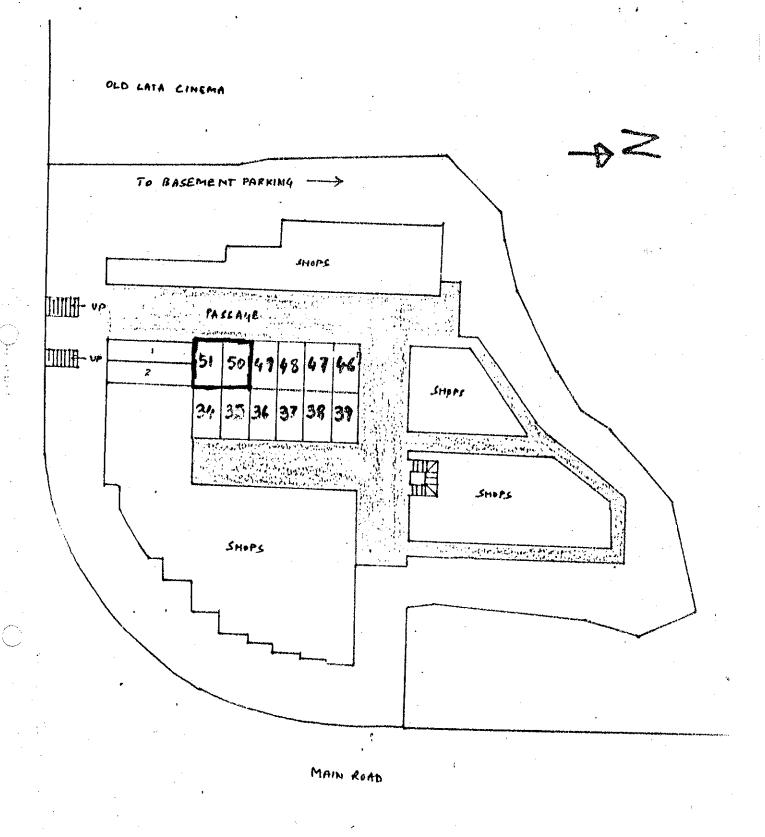
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**VENDOR** 

Trustes,

PURCHASER

Lower Ground Floor Plan



M.C. Modi Discretionary Trust

\*\*Satish math

Trustee

Satural mode



sold in k-Newkater Kwerke \*\*

\*/ K. v. Chenneia L \*/ Syll

\* G. Kanaka Rap

Mohd. Yausuf (S. V.)
LICENCE No. 3/78,
RENEWAL No. 50/89.
Shape Re. 22-8-28, Challe, Bazar Hold

#### IRREVOCABLE POWER OF ATTORNEY

This IRREVOCABLE POWER OF ATTORNEY, executed at Secunderabad, this the 27th day of September'90 by:

- M/s.21st Century Constructions (Pvt) Ltd., a Company Incorporated under the Indian Companies Act, 1956 with registration No.6450 of 1986-87 having its registered office at Nampally, Hyderabad, and represented herein by its Managing Director Sri B.V.Satya Sai Prasad S/o.B.Lakshmi Narayana aged about 28 years, R/o Nampally, Hyderabad, and hereinafter referred to as the VENDOR (which expression where the context so permits shall mean and include its successors and assigns).
- 2. M/s Maheshwary Constructions, a partnership firm having its office at Masab Tank, Hyderabad, represented by its Managing Partner Mr.Rajkumar Malpani S/o Sri Jagdish Prasad Malpani,

  R/o "Sriniketan" Bashirbagh Palace Colony, Bashirbagh, Hyderabad, hereinafter referred to as the DEVELOPER (which expression unless repugnant to the context or meaning shall mean and include their respective heirs, executors, administrators, successors and assigns).

#### IN FAVOUR OF

G.Kanaka Rao Son of G.Subba Rao aged 33 years residing at 1-8-488, Chikkadpally, Hyderabad - 500 020.

Jestemen Conta...2



\* No. 14145 26.9.90 10/

\*\*No. 14145 26.90 10/

\*\*

Mohd. Yausuf (B. V.)
LICENCE No. 3/78,
RENEWAL No. 50/89.
Shep. So. 22-8-28, Chaita, Bazar Hyd.

- 2 -

hereinafter called the "AGENT", witnesseth as follows:-

By an Agreement executed on this day the 27th of September 90, the Principal has agreed to sell to M/s.M.C.Modi Discritionary Trust property forming a portion of basement admeasuring 4000 sft. more particularly described in the Schedule and marked in the plan annexed hereto and hereinafter referred to as the "SCHEDULE MENTIONED PROPERTY".

In consideration of the Purchasers having paid the Principal the entire sale consideration, the Principal has placed the Purchasers in actual physical possession of the Schedule mentioned constructed area for the benefit and enjoyment of the Purchasers, pending completion of the formalities of obtaining a regular conveyance executed and registered in favour of the Purchasers and/or their nominee or nominees at the cost and expense of the Purchasers, and in order to enable the Purchasers to enjoy the Schedule mentioned property as effectively as the Owner himself could do, the Principal has agreed to execute this General Power of Attorney in respect of the Schedule mentioned constructed area only.

KNOW ALL MEN BY THESE PRESENTS THAT the Principal doth hereby appoint, nominate and constitute the Agent the afore mentioned possible and as his General Power of Attorney agent, to do all or any of the following acts of his (Principal) behalf in respect of the Aschedule mentioned constructed area:-

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Contd...3.

a) To execute Sale Deed in favour of M.C.Modi Discritionary Trust as per the agreement enclosed herewith.

In consideration of Principal having received the entire sale consideration and other deposits for the Schedule mentioned Property from the Purchasers, this Power of Attorney is hereby given in favour of the Agent, who represents the Purchasers shall be irrevocable.

The Principal hereby agrees to ratify, abide by and confirm all acts lawfully performed by the Agent in pursuance of this General Power of Attorney.

#### SCHEDULE

All that portion of constructed area admeasuring 4400 sq.feet forming a portion of basement in 21st Century Construction (Pvt) Ltd., situated at Nampally, Hyderabad. in Pasement floor.

NORTH BY
SOUTH BY
EAST BY

WEST BY

IN WITNESS WHEREOF the Principal has signed these presents on the date and at the place mentioned herein above in the presence of the following Witnesses.

#### WITNESSES:

and

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sarours ager
HNO 3-27
HTMRENGLY 5'00035

L. A

PRINCIPAL

Deiseman

AGENT:

1-8-488, Palli Hydroled

A. Mashed Patel

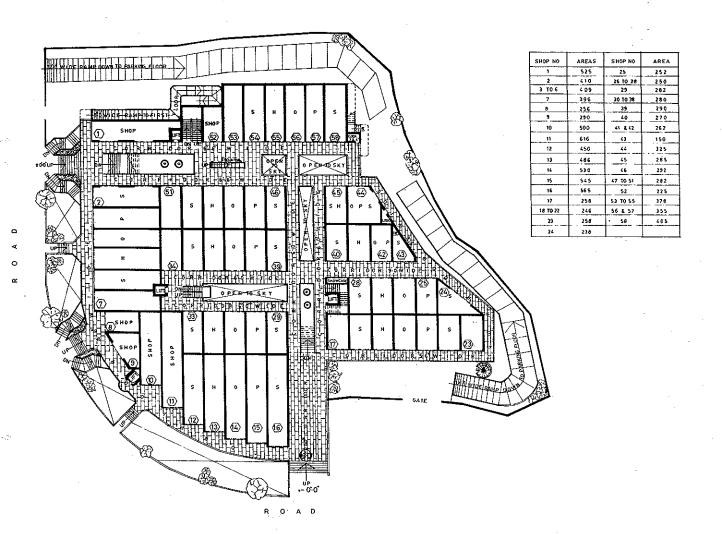
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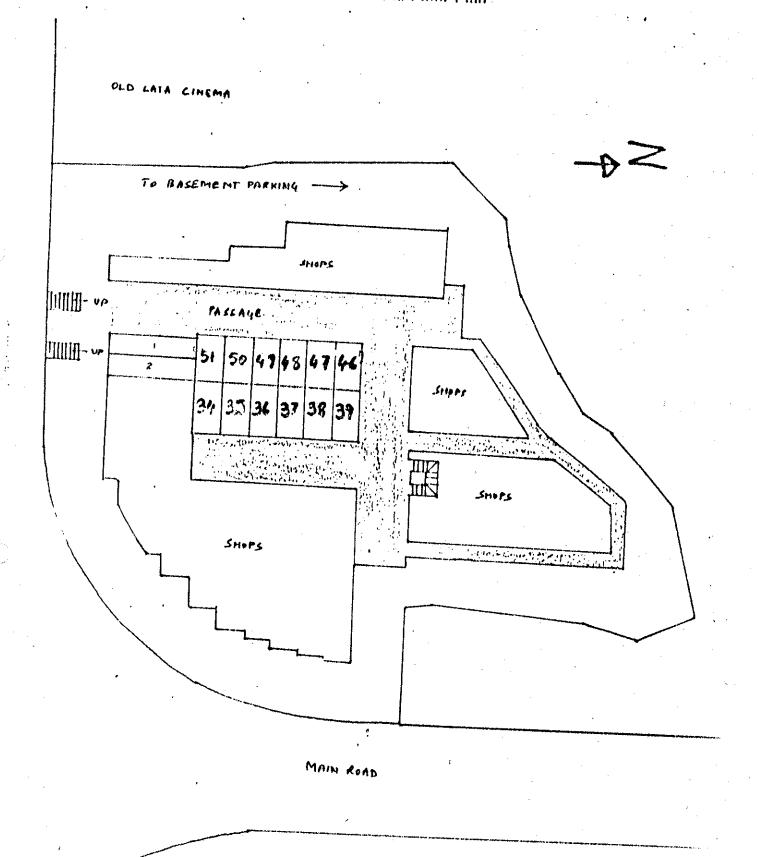
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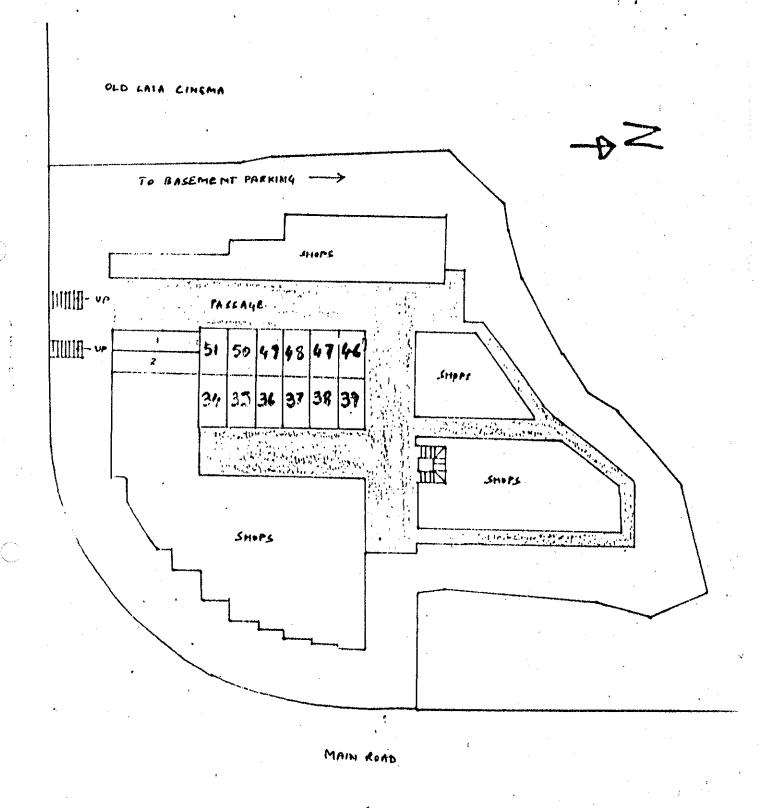
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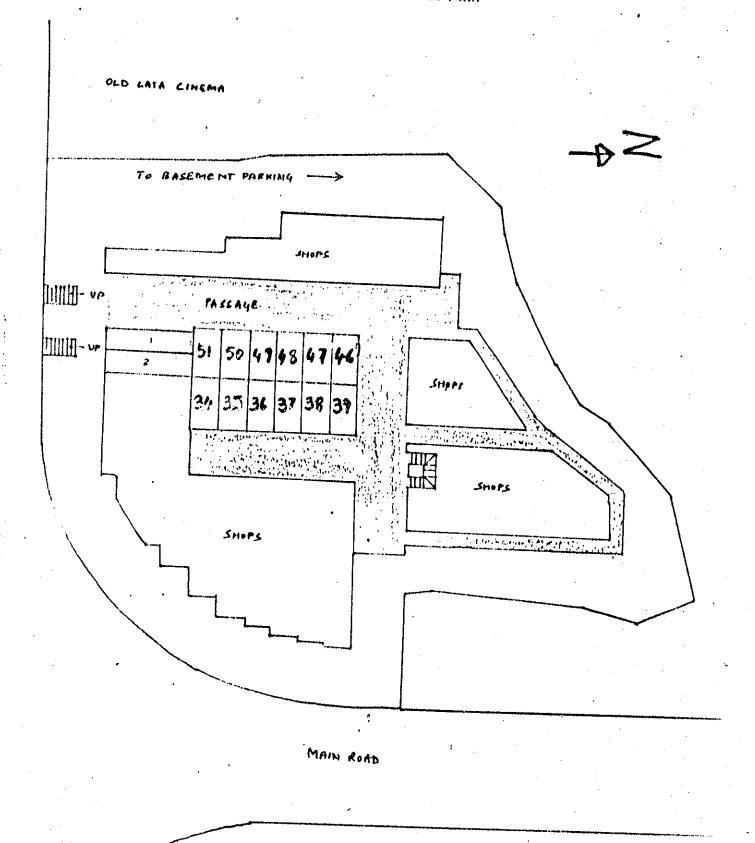
# 21st Century Commercial Complex

# **Ground Floor Plan**









21st Century Commercial Complex Nampally, Hyderabad.

