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PURCHASER I MAHEBH KADAKTA SE STO MOHANLAL KADAKTA HYD.

FOR WHOM : JAYANTILAL M KADAKIA 6/0 MANILAL KADAKIA

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## SALE DEED

This SALE DEED executed at Begumpet, Hyderabad on this the 6th day of May 1997 b and between:-

Mrs. Parveen Jahan Begum, W/o. Dr. Wajid Ali khan, 43 years, Occupation : House wife, residing at 1-10-178, Begumpet, Hyderabad, and

Mrs. Lateef Jahan Begum, W/o. Shri Khusru M. Khan, aged 62 years, Occupation: House wife, residing at . 1-10-178, Begumpet, Hyderabad.

hereinafter referred to as the "VENDOR NO.1 and "VENDOR NO.2" respectively, which term shall mean and include whenever the context may so require their respective heirs, executors, administrators and assigns:

IN FAVOUR OF

Shri. Jayantilal M Kadakia S/o. Late. Shri. Manilal Kadakia, aged 6.7 years, Occupation: Business, residing at 1-10-176, Begumpet, Hyderabad

hereinafter referred to as the "PURCHASER" which term shall mean and include whenever the context may so require his heirs, executors, administrators and assigns;

1 వ వ్యక్తి కము 1997 ప సం. ప్ర<u>ృష్ట్ దస్తి</u> మొత్తము కాగితముల సంఖ్య.... తో కాగితముల వరున పంఖ్య ్రైమ్.........మాసము /.డ్ర.....తేది We Do Wajid Hi When aged LFT gr oer House wife to 1-10 178 Begunpel, Hyderalad. MA lakef Johan Pagerin Wills Cha Khusen M. Rhom, aged 60 years. oce House wife, sto I tolk it Region per lyderilad To fate Habbol Ah Chan occupate A Cherry Colorelly, 11, de 10 10 2006 19973. 80 20 30 De 300/



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DATE: 02/05/97

PURCHASER: MAHESH KADAKTA SZO MOHANLAL KADAKI (1) HYD.

FOR WHOM : JAYANTILAL M RADARIAG SAQ MANILAL KADAKLAS HYD.

The Vendor No.1 is the owner of property bearing No. 1-10-178/3/1 & 1-10-178/3/2 with A.C Sheet Rooms of 400 S.ft inlandin all 1770 Sq. Yds or 1480.48 Sq. Mts. The said property along with adjacent land and constructions were purchased by the father and paternal uncle of Vendor No.1. Under a Sale Deed dated 25-06-1965, registered as document No. 1306, in Book-I, Volume No. 103, in the Office of the Sub-Registrar, Secunderabad. Thereafter, the father and paternal uncle of Vendor No.1, namely Shri. Khusru M. Khan and Shri. Nauser M. Khan had gifted a portion of the property to an extent of 1770 Sq. Yds. equivalent to 1480.48 Sq. Mts by a verbal gift on 04-01-1973 which was duly accepted by the Vendor No.1. When the Original donors made untenable claims in respect of a portion of the gifted property, the Vendor No.1 was constrained to file a suit O.S. No. 841 of 1976, on the file of the III Additional Judge, City Civil Court, Secunderabad, against her father and paternal uncle. The said suit was ultimately decreed infavour of the Vendor No.1.

> Meanwhile, one Shri. Jayantilal Kadakia, S/o. Late Shri. Manilal Kadakia claimed to be in possession of the property gifted to Vendor No.1 for more than the statutory period and that he had perfected his title in the said property by adverse possession. To avoid unnecessary

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PURCHASER: MAHESHI KADAKIA

S/O MCHANLAL KADAKIA

FOR WHOM: JAYANTILAL M KADAKIA 8/0 MANILAL KADAKIA HYD.

Vendor No.2 herein agreed to receive a total consideration of Rs. 53,100/- (Rupees Fifty Three Thousand One Hundred Only) from the said Shri. Jayantilal Kadakia and execute a Sale Deed in his favour. The said Shri. Jayantilal Kadakia also paid the said amount to the Vendor No.1. However, after payment of the entire amount, the Vendor No.1 was requested to execute a Sale Deed in favour of a nominee of Shri. Jayantilal Kadakia for a portion of the property. In pursuance of the said request, the Vendor No.1 and her mother Vendor No.2 entered into a separate agreement of Sale on 06/06/1986 in respect of the said property, agreeing to convey two distinct portions of the constructions and appurtenant land each admeasuring in all 885 Sq, Yds, one in favour of the Purchaser (Shri Jayantilal M. Kadakia) herein and the other in favour of Smt. Kokilaben J. Kadakia. The Vendor No.1 had agreed that the Sale Consideration paid by Shri. Jayantilal Kadakia would ensure to the benefit of his nominee. The Vendor No.2 has no right, title or interest in the property, but has joined in the execution of the agreement and this deed by way of abundant caution and at the request of the Purchaser.

Thus, the Vendors have agreed to sell and the Purchaser has agreed to purchase a portion ft in lands premises bearing No. 1-10-178/3/1, with A.C. Sheet Room of 200 Sq/ 885 Sq.

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PURCHASER: MAHESH KADAKIA

5/0 MOHANLAL KADAKTA

HYD.

FOR WHOM : JAYANTILAL M KADAKTA SZO MANILAL KADAKTA

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Yds hereinafter referred to as the "SAID PORTION", more particularly described at the foot of this document and shown in detail in the plan annexed hereto for a sum of Rs. 26,550/- (Rupees Twenty Six Thousand Five Hundred and Fifty only).

KNOW ALL MEN BY THESE PRESENTS THAT in pursuance of the said agreement and in consideration of the said sum of Rs. 26,550/- (Rupees Twenty Six Thousand Five Hundred And Fifty Only) already paid to the Vendor No.1 the receipt of which sum is hereby acknowledged and full and final discharge wherefor is hereby given by the Vendors to the Purchaser, the Vendors do hereby sell, transfer and convey absolutely to the Purchaser, the said portion, namely, portion of premises bearing No. 1-10-178/3/1 with A.C. of 2005.ft inland admeasuring 885 Sq. Yds, situated at Allamdoddibai Begumpet, Hyderabaa, more particularly described at the foot of this document and shown in detail in the plan annexed hereto.

Hence forward, the Vendors shall not have any right, title or interest in the said portion which shall be enjoyed by the Purchaser absolutely, without any let or hindrance from the Vendors or anyone claiming through them.

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The Vendors hereby declare, assure and covenant with the Purchaser that the recitals contained herein are all true and correct, that no one else has any right, title or interest in the said portion, that the said portion has not been alienated or encumbered in any manner whatsoever by the Vendors that the said portion is not the subject matter of any litigation or acquisition proceedings.

The Vendors hereby agree to indemnify and keep indemnified the Purchaser at all times in respect of losses, expenses and costs including Court costs to which the Purchaser may be put on account of all or any of the recitals contained herein being false or incorrect or on account of the breach of all or any of the covenants contained herein, or on account of anyone else claiming any right, title or interest in the said portion or on account of any let or hindrance to the Purchaser in the enjoyment of the said portion by the Vendors or anyone claiming through them.

The Vendors further agree to sign all documents and do all acts as may be necessary to complete or defend the title of the Purchaser to the said portion.

The Vendors have delivered all documents of title pertaining to the said portion.

The Purchaser has already been placed in possession of the said portion.

## DESCRIPTION OF THE PROPERTY HEREBY AGREED TO BE SOLD

All that PORTION OF PREMISES NO. 1-10-178/3/1 consisting A.C. Sheet Room of 200 Sq. Ft in land admeasuring 885 Sq. Yds equivalent to 740.24 Sq. Mts., situated at Allamdoddibai, Begumpet, Hyderabad as shown in the plan annexed hereto; bounded on the

North By:	Property belongs to Kokilaben J. Kadakia and Shankaracharya M	utt.
South By:	Nala	
East By:	Property belongs to Smt. Kokilaben J. Kadakia	
West By:	Property belongs to Mrs. Parveen Jahan Begum	

together with all roads, roadways, fixtures, easements, appurtenances, internal and external rights belonging to or reputed to belong to the said portion.

IN WITNESS WHEREOF, the hands of the Vendors on the date and at the place mentioned above in the presence of the following Witnessess:

WITNESSESS:-

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2. MANON ON ON AND

VENDOR NO. 1

Jaley Jehan Bigun

Fee of 133, 100/- under RR 200 Collected on .....

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