

S.L.NO: 0007641

DATE: 02/05/97

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PURCHASER: MAHESH KADAKTA SZO MOHANTAL KADAKTA

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FOR WHOM / SMT.KOKILABEN J KADAKIA

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SALE DEED

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

1. Mrs. Parveen Jahan Begum, W/o. Dr. Wajid Ali khan, 43 years, R/o. 1-10-178, Begumpet, Hyderabad, and

2. Mrs. Lateef Jahan Begum, W/o. Shri Khusru M. Khan, aged 62 years, R/o. 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

Smt. Kokilaben J. Kadakia W/o. Shri. Jayantilal M. Kadakia, aged 63 years, Occupation: Housewife, residing at 1-10-176, Begumpet, Hyderabad - 500 016

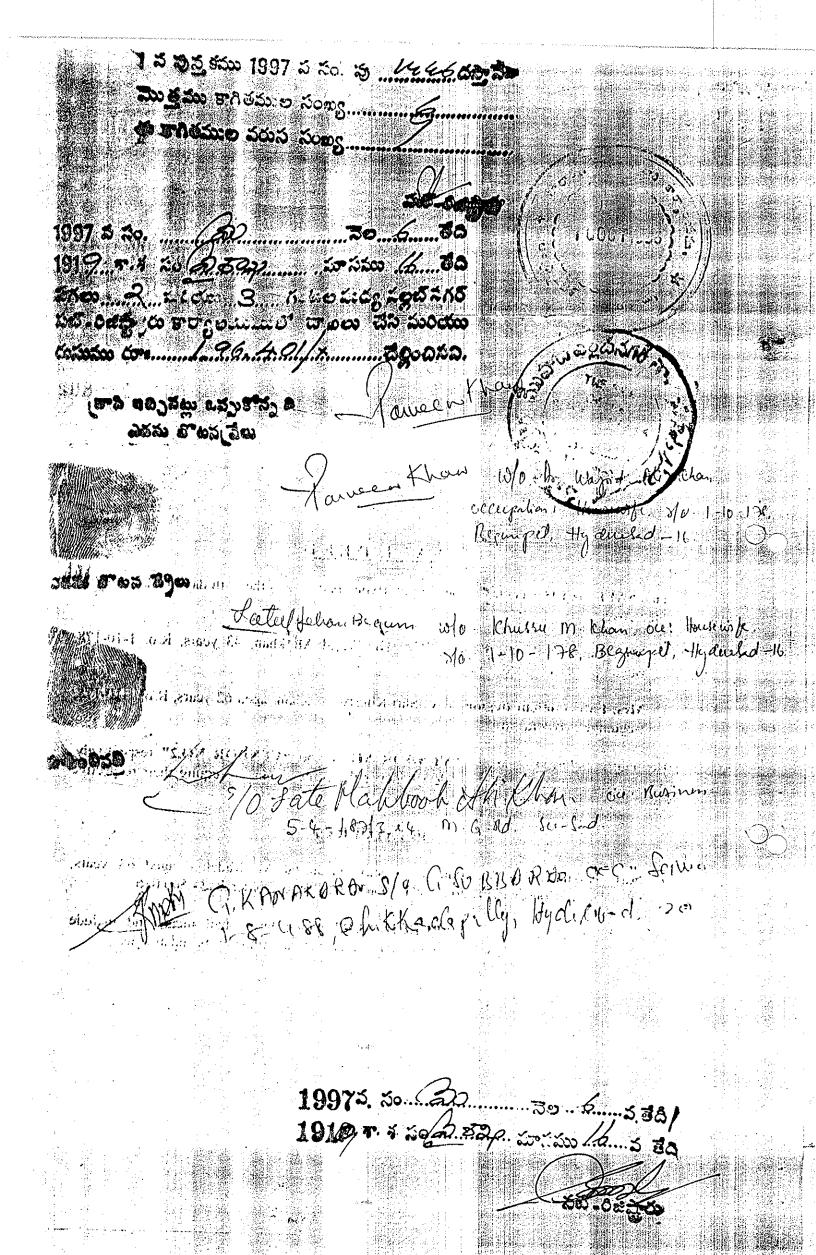
hereinafter referred to as the "PURCHASER" which term shall mean and include whenever the context may so require her heirs, executors, administrators and assigns;

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WITNESSETH AS FOLLOWS:

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 in land in 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

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PURPORABLER MAINTER PROMITES

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unnecessary and protracted litigation, by an agreement dated 20-11-1980, Vendor No. I and her mother 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 (Smt Kokilaben Kadakia) herein and the other in favour of Shri. Jayantilal 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 of premises bearing No. 1-10-178/3/2, with A.C. Sheet Room of 200 / 885 Sq.

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FOR WHOM : SMT.KOKILAĐEN J KADAKTA

W/D JAYANTILAL EADALDA

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Yds; hereinaster 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/- (Rupces 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. I 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. 1-10-178/3/2 with A.C. of 200 S.ftlindendadmeasuring 885 Sq. Yds, situated at Allamdoddibai Beginn Hyderabad, more particularly described at the foot of this document and shown in detail 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 of 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

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. 1-10-178/3/2 consisting A C Sheet Room of 200 Sq. Ft in land admeasuring 885 Sq. Yds or 740.24 Sq. Mts., situated at Allamdoddibar, Begumpet, Hyderabad as shown in the plan annexed hereto; bounded on the

North by:	Property belongs to Smt. Kokilaben J Kadakia and Property belongs of Smt. Ammena Begum
South by:	Nala
East by:	Govt. College
West by:	Property belongs to Shri, Jayantilal M. Kadakia

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 1 Janson from

WITNESSESS

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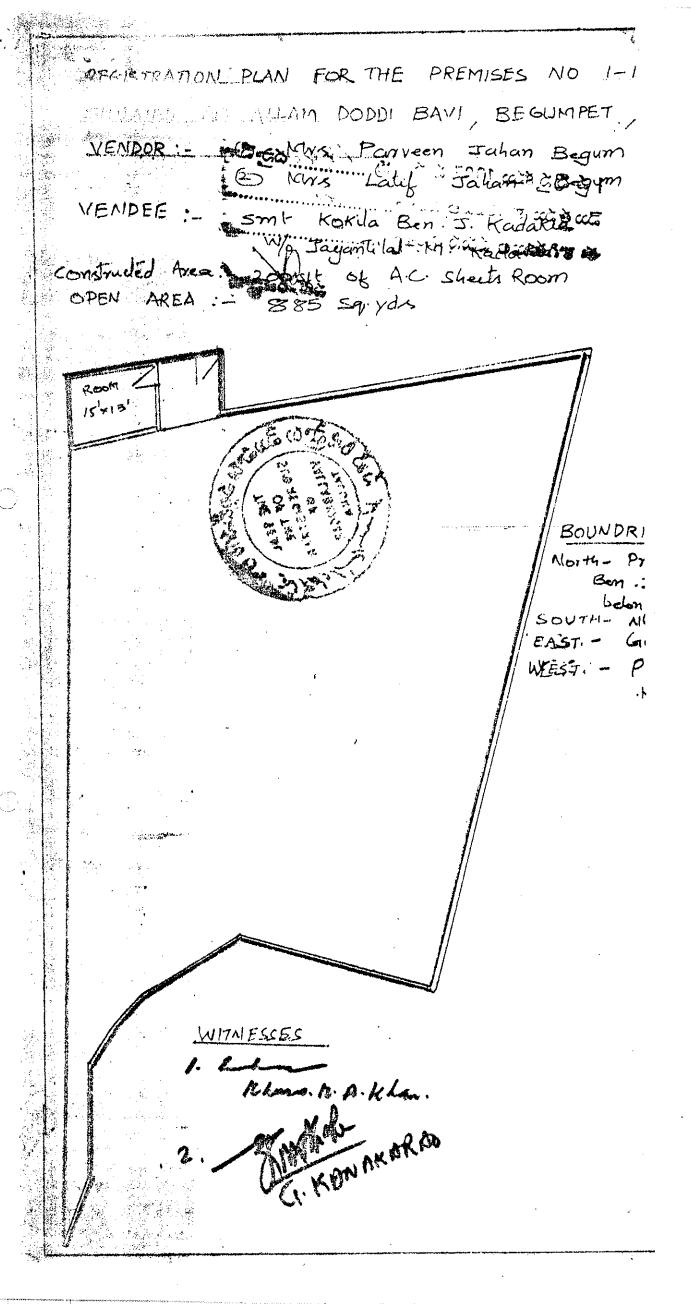
VENDOR NO. 1

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VENDOR NO. 2

Fee of P.s. 100/- under RR 200 Collected on ి వ పుస్త కనున్నాయి. ప్రామంతాన్ని ముత్రము గాంక్ష్మాల గుండి. ప్రామంతాన్ని ప్రామంతాన్నాయి. ప్రామంతాని ప్రామంతాన





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