

569/98

28-7-98



00DD 479883

No. 2910, Date 27/7/1998 Rs. 25,000/-

Sold to P. Soluman. S/o P. Kuparathnam. R/o. Seebad.
 For whom Shri. Mahesh. K. Desai (HUF) Sh. Kantilal
Desai. R. Seebad.

[Signature]
 M. Ravinder
 Sub-Registrar
 Ex-Officio Stamp Vendor
 S. R. O. Secunderabad.

SALE DEED

This **Sale Deed** is made and executed on this the 28th day of July 1998 by

M/s. S. M. Modi Commercial Complex, a Proprietary Concern, represented by its Proprietor Shri Satish Modi, son of late Shri Manilal C Modi, Hindu, aged 53 years, residing at Plot No.1025, Road No.45, Jubilee Hills, Hyderabad hereinafter called the **VENDOR** (which expression unless repugnant or inconsistent with the subject or context shall mean and include not only the said **VENDOR** but also his legal heirs, executors, nominees, administrators, representatives and assigns) of the ONE PART.

IN FAVOUR OF

Shri Mahesh K. Desai HUF represented by its Karta Shri Mahesh K. Desai S/o. Shri Kantilal Desai, having its office at 4-3-129, Hill Street, Ranigunj, Secunderabad - 500 003 hereinafter called the **PURCHASER** (which expression unless repugnant or inconsistent with the subject or context shall mean and include not only the said **PURCHASER** but also his legal heirs, executors, nominees, administrators or assigns, successors in office) of the OTHER PART.

[Signature]
Satish Modi

దస్తావేజు సంఖ్య 569/98
 వస్తుకము I 1920 క.శ. సంఖ్య 8
 దస్తావేజుల మొత్తం కాగితముల సంఖ్య 8
 ఈ కాగితము వరుస సంఖ్య 1



సబ్ రిజిస్ట్రార్

1998 వ సంవత్సరము నవంబరు 28 తేది 1920 క.శ. సంఖ్య 8

6 వ తేది పగలు 11 ము 12 గంటల మధ్య
 సికింద్రాబాదు సబ్-రిజిస్ట్రారు కార్యాలయములో దాఖలు చేసిన
 రుసుము రూ. 43721/- చెల్లించినది.



వ్రాసినట్లు ఒకటి
 ఎడమ బొటం మోలి Sathish Mohi



Sathish Mohi
 s/o Monidul C. Mohi, Builder
 1025 Jubilee Hills, Hyd'bad.

1. Sathish Mohi (Sathish Mohi) s/o Kantab - B. Desai occ. Business
 R/o 1-11-25/10, Begumpet, HYD-16

2. P. Solomon s/o P. Kuparatnam, occ: Service, No. 5-4-123/5 & 4,
 M.G. Road, Sec-abad.

1998 వ సం. నవంబరు 28 వ తేది సబ్ రిజిస్ట్రార్ ముఖ్య
 1920 వ క.శ. మాసం 6 వ తేది
 (కార్య)

Whereas, Shri Praveen Modi, son of late Shri Manilal C. Modi was the sole, absolute and exclusive owner of land admeasuring 1980 sq. yards forming part of the land known as "**KARBALA MAIDAN**", by virtue of registered deed of sale dated 28th May, 1965 registered as document No. 1686, Book I, Volume 129, Pages 55 to 60 before the Joint Sub-Registrar, Hyderabad.

Whereas subsequent to purchase of the said property Shri Praveen Modi entered into a Partnership with Shri Satish Modi under deed of partnership dated 27/03/1980 under the name and style of **M/s. S. M. MODI COMMERCIAL COMPLEX**, the **VENDOR** herein for the purpose of construction and sale of commercial buildings, offices, shops, etc. on a portion of the land admeasuring approx. 1000 sq. yards out of the said 1980 sq. yards.

Whereas under the terms of the Deed of Partnership, a multi-storeyed commercial complex known as **S. M. MODI COMMERCIAL COMPLEX** with municipal No. 5-4-187/5, situated at Karbala Maidan, Continental Road (Neckles Road), Secunderabad is constructed.

Whereas on 31/12/1983 the partnership firm was dissolved and Shri Satish Modi become the sole proprietor of **M/s. S. M. MODI COMMERCIAL COMPLEX** and has thus become absolute owner, inter-alia of the premises bearing municipal No.5-4-187/5/18 on the second floor of the Complex admeasuring about 2000 sft (super-built-up area).

Whereas the **VENDOR** herein offered to sell and the **PURCHASER** agreed to purchase a portion of the second floor of the building known as S. M. Modi Commercial Complex, admeasuring about 1,000 sft (super-built-up area), forming part of a larger portion admeasuring 2,000 sft (super-built-up area), on the second floor, bearing municipal. No. 5-4-187/5/18 situated at Karbala Maidan, Continental Road (Neckles Road), Secunderabad, along with an undivided share of land admeasuring 31.65 sq. yards and one-eighth undivided share of the lift in the said Complex which is more fully described in the Schedule hereunder and in the plan annexed herewith, and hereinafter called the **Scheduled Property** for a total consideration of **Rs. 4,75,000/-** (Rupees Four Lakhs and Seventy Five Thousand only).



Satish modi

దస్తావీజు సంఖ్య..... 569/98
 చవుస్తకము 1920 క.శ. సం
 దస్తావీజుల మొత్తం కాగితముల సంఖ్య..... 8
 ఈ కాగితము వరుస సంఖ్య..... 2

[Signature]
 సబ్ రిజిస్ట్రార్

OFFICE OF THE SUB-REGISTRAR
 SECUNDERABAD.
 Endorsement Under Section 42 of Act II of 1898

No 569, 1998 - 28-7-1/1998

I hereby certify that in pursuance of stamp duty of Rs. 2,1200/- Rupees Twenty one Thousand Two hundred only has been levied in respect of this instrument from Sri Saish Modi on the basis of the agreed Market value/consideration of Rs. 790,000/- being higher than the consideration/agreed Market value.

[Signature]
 Sub-Registrar,
 SECUNDERABAD.
 and Collector U/S 41 & 42 of
 Date: 28/7/98 INDIAN STAMP ACT, 1898

చవుస్తకము 3 వ ది. వ ఎల్యూం 1920 సం. 210
 ఫుటల్ 1998 సం. 1/1920 క.శ. వ 569 నెంబరు గ
 రిజిస్టరు చేయబడినది. 1998 సం. 28/7 నె
 28 వ తేది 1998 క.శ. 790,000 రూపాయల వ తేది

[Signature]
 సబ్ రిజిస్ట్రార్



NOW THIS INDENTURE WITNESSETH :

1. That in pursuance of the above agreement the **VENDOR** has agreed to sell and the **PURCHASER** has agreed to purchase the **SCHEDULE PROPERTY** free from all encumbrances for total consideration of Rs. 4,75,000/- (Rupees Four Lakhs and Seventy Five Thousand only) having been paid to the **VENDOR** by the **PURCHASER** the receipt whereof is admitted and acknowledged by the **VENDOR**, the **VENDOR** doth hereby sell, grant, convey, transfer and assign unto the **PURCHASER** all that piece and parcel of **SCHEDULE PROPERTY**, particularly described in schedule hereunder and for greater clearness delineated in the plan annexed hereto together with all rights, title, easements and all other rights in anywise appertaining thereto to hold and to the use of the **PURCHASER** absolutely.
2. The **VENDOR** hereby declares, covenants and agrees with the **PURCHASER** that he is the sole, absolute and exclusive owner of the said property hereby sold and conveyed, more fully described at the foot of this indenture and as delineated, in the Plan annexed hereto and hatched Red and the **VENDOR** has good and perfect right, title and authority to convey, the same to the **PURCHASER**.
3. The **PURCHASER** hereafter shall hold, use and enjoy the said, property as his own property without any let or hindrance, interruption, claim or demand by or from the **VENDOR** or any other person whomsoever.
4. The **VENDOR** hereby declares, covenants and agrees with the **PURCHASER** that he shall and execute all such acts, deeds and things as may be necessary to more effectually assure the **PURCHASER** with respect to the title and assist in getting mutation effected in the Municipal or Government authorities at the expense of **PURCHASER**.
5. The **VENDOR** hereby agrees and undertakes to indemnify and keep indemnified the **PURCHASER** against all loss that the **PURCHASER** shall be put to by reason of any defect in title to the property hereby conveyed or by reason of any claim being made by anybody whomsoever to the said premises.
6. The **VENDOR** hereby assures that the rates and taxes liveable on the said property have been paid and discharged upto, the date of sale deed and in the event of any encumbrance or charge is found to be due in respect of the said property, the same shall be payable by the **VENDOR** to the **PURCHASER**.

Satish Mehta

దస్తావేజు సంఖ్య 569/98
చ వుస్తకము 1 1920 గ.శ. సం
దస్తావేజుల మొత్తం కాగితముల సంఖ్య 8
కాగితము వరుస సంఖ్య 3

సబ్ రిజిస్ట్రార్



7. The **VENDOR** herein has delivered to the **PURCHASER**, symbolic possession of the **SCHEDULE PROPERTY**. Hence forth, the **VENDOR** shall not have any right, title or interest in the **Schedule Property** which shall be enjoyed absolutely by the **PURCHASER** without any let or hindrance from the **VENDOR** of any one claiming through them.
8. That the **VENDOR** has exclusive right to make further construction i.e., upper floors on the **SCHEDULE PROPERTY** i.e., the terrace rights of the **SCHEDULE PROPERTY** vests with the **VENDOR** only.
9. The **VENDOR** has delivered all copies of title deeds, link documents, tax receipts, etc., to the **PURCHASER**.
10. The title to the **SCHEDULE PROPERTY** has been accepted by the **VENDEE**, who shall not raise any dispute thereto.

It has been mutually agreed that the **PURCHASER** shall abide by the following conditions:

- a) That the **PURCHASER** hereby undertakes and agrees that the said premises purchased by him being an office on the ownership basis and being a part of the said huge building, namely "**S.M. MODI COMMERCIAL COMPLEX**", the approach road, and parking space will remain common for enjoyment of all the **Purchasers** in the said building. Further the walls intervening between the two adjacent **Purchasers**, tenements shall also be common and enjoyed as such by the **Purchasers** of such adjacent tenements.
- b) That the **PURCHASER** hereby agrees that he will have absolutely no objection of whatsoever nature, regarding any construction on the upper storey, but will actively co-operate help in this regard. The inconvenience that may be caused during such construction and all the ancillary work pertaining to the same, agrees or men and material and scaffolding and other work will not be objected by the **PURCHASER**.
- c) That in case of letting out the said premises or any portion thereof, the **PURCHASER** should take care that no inconvenience is caused to other tenants. Further the **PURCHASER** will have no right to install such machinery which may create sound or which in any manner causes damages or injury to the building under any circumstances.

Satish Modi

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వస్తువు కము..... T..... 1920 గ.శ. పం.
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ఈకాగితము వరుస సంఖ్య..... 4

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d) That the **PURCHASER** hereby agrees that the land on which the entire complex is constructed together with all its open land, courtyards, gardens and roads shall be in common enjoyment and joint properties of all persons who have purchased the tenements in the entire "**S.M. MODI COMMERCIAL COMPLEX**". The taxes of every description and every kind will be shared proportionately and promptly paid and all items of common enjoyment will be maintained and kept in good repairs by all the tenements owners and they shall share proportionately all the expenses thereof inclusive of salaries and other expenses etc., and emoluments of the personnel who will be appointed to keep the same in good shape. The aforesaid taxes are in addition to their own individual taxes of all and every description payable by them for their own respective tenements.

e) That it is agreed that the **PURCHASER** shall not use the premises hereby sold for any illegal and unlawful activities forbidden by existing laws and rules in force of the Government.

SCHEDULE OF THE PROPERTY

A portion of the second floor, admeasuring about 1,000 sft of super-built-up area (about 85% built-up area + 15% common staircase & lift area), marked in red in the plan annexed hereto, forming part of a larger portion admeasuring 2,000 sft (super-built-up area), marked in blue in the plan annexed hereto, on the second floor of the building known as S. M. Modi Commercial Complex, bearing municipal. No. 5-4-187/5/18 situated at Karbala Maidan, Continental Road (Neckles Road) Secunderabad- 500 003 along with an undivided share of land admeasuring 31.65 sq. yards and one-eighth undivided share of the lift in the said Complex as per the plan annexed hereto and bounded on the:

North By: Open Land belonging to Shree Gurudev Siddha Peeth
South By: Balance portion of the second floor.
East By : Neighbour's Building.
West By : Property belonging Shri. Jayantilal M. Kadakia's Family

Satish modh.

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వ వుస్తకము D 1920 గ.శ. సం॥

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ఈకాగితము వరుస సంఖ్య 5

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Jan 1920

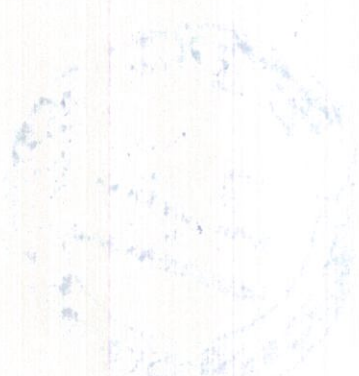
In Witness whereof the said **VENDOR** M/s. S.M.MODI COMMERCIAL COMPLEX, represented by its proprietor Shri Satish Modi has hereto signed at Secunderabad on the day, month and the year first aforementioned.

WITNESSES:

1. Sudhakar Desai

2. [Signature]

Satish Modi
VENDOR.



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వ పుస్తకము I 1920 వ.శ. నం

దస్తావేజుల మొత్తం కాగితముల సంఖ్య..... 8.....

ఈకాగితము వరుస సంఖ్య..... 6.....

Jan 1920

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Handwritten signature



Handwritten signature

ANNEXURE 1-A

1) Description of the Building :

R.C.C. Building bearing M.C.H. No. 5-4-187/5/18,
Situated at Karbala Maidan, (Continental Road),
Neckles Road, Secunderabad.

(a) Nature of Roof :

R.C.C.

(b) Type of structure :

Type 2/4/13 Floor Structure
with Pillars and Columns.
Structure of walls.

Three floors with Pillars & Columns Structure of walls

2) Age of the Building :

18 years

3) Total Extent of Site :

Transferable land Area is 31.65 Sq. Yds. (undivided share)

4) Built up Area Particulars :
(with breakup floor wise)

cellar parking area :-
In the Ground Floor :
In the 1st Floor
In the 2nd Floor
In the 3rd Floor

Transferable Area is 1000 Sq. ft. on 2nd Floor

5) Annual Rental Value :

Rs. 15,000/- p.a.

6) Municipal Taxes per Annum :

Rs. 7,000/- p.a.

7) Executant's estimate of the :
MV of the Building :

Rs. 4,75,000/-

Date : 28.07.38

Signature of the Executant.

Satish Mohi.

Certificate

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

Signature of the Executant.

Satish Mohi.

Date : 28.07.1938

Signature of claimant.

దస్తావేజు సంఖ్య..... 569/98

వ వుస్తకము 1920 వ. శ. సం.

దస్తావేజుల మొత్తం ఈ గిత్తుల సంఖ్య..... 2

ఈ గిత్తుల మొత్తం సంఖ్య..... 8

సచి. రంజిస్ట్రార్



Handwritten notes in blue ink, including a list of numbers: 1000.21, 1000.F, and 1000.2F, 4.

BE - Fo - 36

BE - Fo - 36

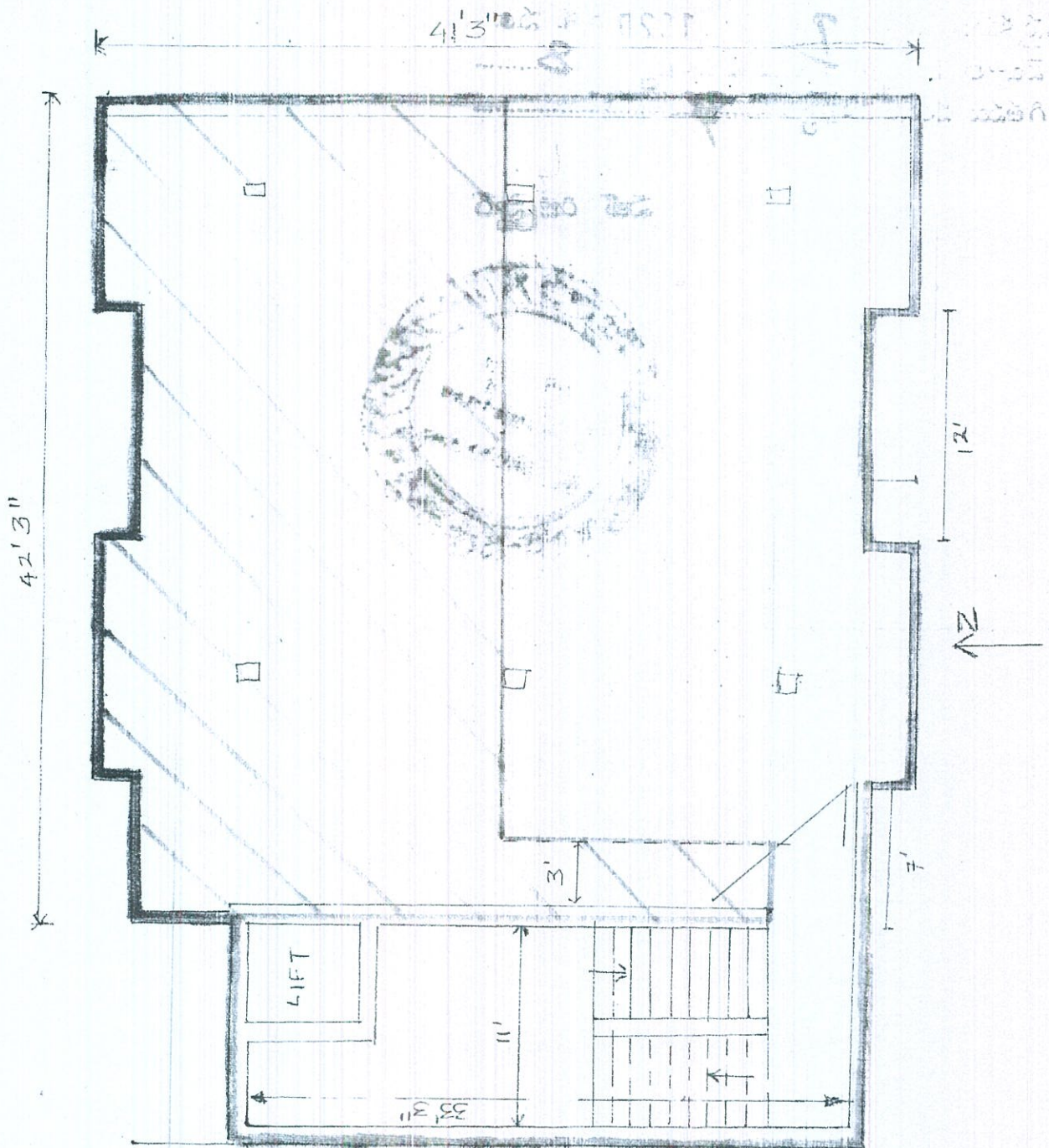
PLAN FOR SALE DEED OF A PORTION IN THE BUILDING BEARING MCH NO.5-4-187/5/18
SITUATED AT KARBALA MAIDAN DECCAN CONTINENTAL ROAD (NECKLACE ROAD) SEC+BAD-

VENDOR: S M MODI COMMERCIAL COMPLEX.

AREA: 1000 SFT ON II FLOOR.

PURCHASER: SHRI MAHESH K DESAI HUF

LAND AREA: UNDIVIDED SHARE OF
LAND 31.65 Sq. Yds.



BOUNDARIES:

NORTH BY: OPEN LAND BELONGING TO SHREE GURUDEV SIDDHA
PEETH.

SOUTH BY: BALANCE PORTION OF THE II FLOOR.

WEST BY: PROPERTY BELONGING TO SHRI JAYANTILAL M

KADAKIAS FAMILY

EAST BY: NEIGHBOURS BUILDING

VENDOR:

1. Satish Modi

2.

WITNESSES:

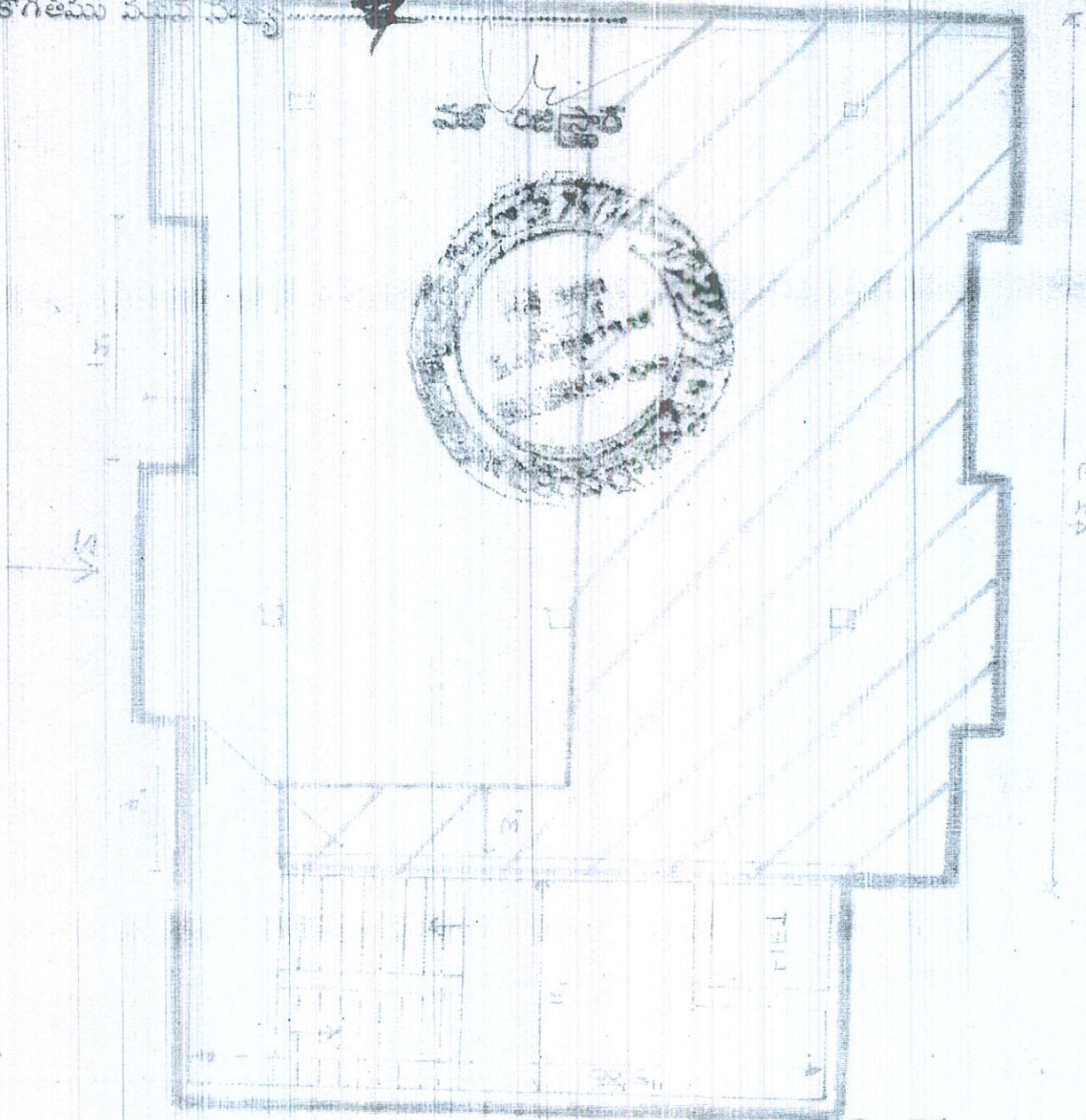
1. Subodh K. Desai

2.

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AREA: 1000 SQ. FT. IN 11 FLOOR. VENDOR: S M MODI COMMERCIAL COMPLEX.
 PURCHASER: SHRI MAHESH K DEBAL HUT

దస్తావేజు సంఖ్య: 85/95
 వస్తు కమిషన్ నంబర్: 7
 దస్తావేజుల మొత్తం విలువ: 1920 రూ. పత్రం నంబర్: 8
 ఈ కారితము ముద్రా సంఖ్య: 7



VENDOR: S M MODI
 WITNESSES: 1. Jaganth Reddy
 2. [Signature]

BOUNDARIES:
 NORTH BY: OPEN LAND BELONGING TO SHRI GURUBHAI SINDHA PETH.
 SOUTH BY: BALANCE PORTION OF THE 11 FLOOR.
 WEST BY: PROPERTY BELONGING TO SHRI JAYANTILAL M. KADAKIAS FAMILY
 EAST BY: NEIGHBOURS BUILDING.