



00DD 479884

A.N. 911 Date: 27.7.1998 Rs. 25000/-

Sold to P. Solomon S/o. P. K. Rupa Ratnam R. Sekar
 For whom Shri. Subodh K. Desai (HUF) S/o. Kantilal Desai R. Secunderabad.

M. Raoinder
 Sub-Registrar
 Ex-Officio Stamp Vendor
 S. R. O. Secunderabad.

SALE DEED

This **Sale Deed** is made and executed on this the 29th day of July 1998 by

1. **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
2. **Shri. Soham Modi** S/o. Shri. Satish Modi aged 29 years Occupation : Business, residing at plot No.1025, Road No.45, Jubilee Hills, Hyderabad
3. **Shri. Sourabh Modi** S/o. Shri. Satish Modi aged 27 years Occupation : Business, residing at plot No.1025, Road No.45, Jubilee Hills, Hyderabad hereinafter collectively called the **VENDORS** (which expression unless repugnant or inconsistent with the subject or context shall mean and include not only the said **VENDORS** but also their legal heirs, executors, nominees, administrators, representatives and assigns) of the ONE PART.

IN FAVOUR OF

Shri Subodh K. Desai HUF represented by its Karta Shri Subodh K. Desai S/o. Shri Kantilal Desai, having its office at 5-1-513, 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 its legal heirs, executors, nominees, administrators or assigns, successors in office) of the OTHER PART.

Satish Modi

Soham Modi

Sourabh Modi

పుస్తకం 1813/198 సం. పా
దస్తావేజుల మొత్తం కాగితముల సంఖ్య
8 ఈ కాగితముల పరుస
సంఖ్య 1
కాయితీ సబ్-రిజిస్ట్రారు.

1998 వ సం. జూలై నెల 30 వతేది
1920 కా. శ. (వ్యాస) మాసము 8 వతేది
తేది పగలు 374 గంటల మధ్య
హైదరాబాద్ రిజిస్ట్రారు ఆఫీసులో దా. లు
4548/- లు
చేసి రుసుము రూ. 2634/- చెల్లించినది.



వ్రాసె యిచ్చినట్లు ఓర్వకొన్నది
ఎడమ బొటనవెలు
Sathu mod

S/o Marid C. m. k.
Builder, 1025 Jubilee Hills
Hyd. - 34

ఎడమ బొటనవెలు

S/o. Sathu Mod. oec: Brothers
plot no 1025 Road No 45
Jubilee Hills, Hyd. - 34

ఎడమ బొటనవెలు

S/o. Sathu Mod. oec: Brothers
plot no. 1025, Road No 45
Jubilee Hills, Hyd. 34.

ఎదుసించినది.

1. G. KANAKARAO S/o. G. Sathu Rao oec: Sathu
5-4-187/3 M. G. Road Sec. 4

2. P. Solomon S/o. P. Kuparatnam oec: Sathu
5-4-187/3 M. G. Road, Sec-4-570002

1998 వ సం. జూలై నెల 30 వతేది
1920 కా. శ. (వ్యాస) మాసము 8 వతేది
కాయితీ సబ్-రిజిస్ట్రారు.

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 **VENDORS** 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 of the building bearing municipal No. 5-4-187/5/19 situated at Karbala Maidan, Continental Road (Neckles Road) Secunderabad.

Whereas Smt. Tarulata S. Modi W/o. Shri. Satish Modi has paid for the premises bearing municipal No. 5-4-187/5/19 on 3rd Floor of the Complex admeasuring 2,000 Sq. ft (Super-Built-up area). On her demise her sons Shri. Soham Modi and Shri. Sourabh Modi became her legal heirs. Thus all **VENDORS** herein have become absolute Owners or have subsisting rights in the 3rd floor bearing MCH No. 5-4-187/5/19 in S. M. Modi Commercial Complex situated at Karbala Maidan, Continental Road (Neckles Road) Secunderabad and admeasuring about 2000 Sq.ft together with an undivided share in land to the extent of 63.30 Sq.yards.

Whereas the **VENDORS** herein offered to sell and the **PURCHASER** agreed to purchase a portion of the third 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 third floor, bearing municipal. No. 5-4-187/5/19 situated at Karbala Maidan, Continental Road (Neckles Road), Secunderabad, along with an undivided share of land admeasuring 31.65 sq. yards and one-eighth

Satish Modi

Soham Modi

Sourabh Modi

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D.S.D. 23600/- & 20000/-

Undersement Under Section 42 of Act II of 1893

No. 1813/14 of 1998
 I here by certify that the proper/deficient
 Stamp duty of Rs. 23600/- (Rupees.....)

has been levied in respect of this instrument
 from Sri.....
 on the basis of the agreed Market value/
 consideration of Rs. 20,000/- being higher
 than the Consideration/agreed Market value.

[Signature]
 Collector Under Indian Stamp Act
 Joint Sub - Registrar-1,
 H. O. Hyderabad.

I am hereby 3753 281
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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).

NOW THIS INDENTURE WITNESSETH :

1. That in pursuance of the above agreement the **VENDORS** have 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 No.2 & 3** by the **PURCHASER** the receipt whereof is admitted and acknowledged by the **VENDORS**, the **VENDORS** 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 **VENDORS** hereby declares, covenants and agrees with the **PURCHASER** that they are 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 **VENDORS** have 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 **VENDORS** or any other person whomsoever.
4. The **VENDORS** hereby declares, covenants and agrees with the **PURCHASER** that they 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 **VENDORS** 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.

Satish

John Mod.

John Mod.

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 బాయింట్ నం. రిజిస్ట్రారు.]



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6. The **VENDORS** 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 **VENDORS** to the **PURCHASER**.
 7. The **VENDORS** herein has delivered to the **PURCHASER**, symbolic possession of the **SCHEDULE PROPERTY**. Hence forth, the **VENDORS** 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 **VENDORS** or any one claiming through them.
 8. That the **VENDORS** have 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 **VENDORS** only.
 9. The **VENDORS** have 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 **PURCHASER**, 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**.

Satish mod

John mod.

John mod.

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 సంఖ్య 4

జాయింట్ సబ్-రిజిస్ట్రారు.



- 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.
- 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 third 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 third floor of the building known as S. M. Modi Commercial Complex, bearing municipal. No. 5-4-187/5/19 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 third floor.
East By : Neighbour's Building.
West By : Property belonging Shri. Jayantilal M. Kadakia's Family

Satish mod

Shan mod.

Sanat Mod.

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 ౪ ఈ కాగితముల వరుస
 సంఖ్య 5
 బాయింట్ నం. రిజిస్ట్రారు.]



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In Witness whereof the said **VENDORS** has hereto signed at Secunderabad on the day, month and the year first aforementioned.

WITNESSES:

1.



2.

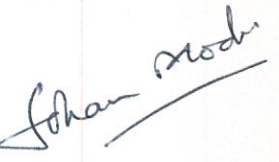


VENDORS.

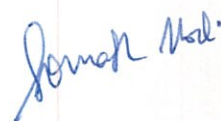
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 బాయింట్ సబ్-రిజిస్ట్రారు.



ANNEXURE 1-A

- 1) Description of the Building : R.C.C. Building bearing M.H. No. 5-4-183/5/19, Karbala Maidan, Continental Road, Secunderabad.
- (a) Nature of Roof : R.C.C.
- (b) Type of structure ; 3 Floors Structure, with walls, Pillars & Columns.
upto 2/4/13 Floor Structure with Pillars and Columns
Structure of walls,
- 2) Age of the Building : 18 years
- 3) Total Extent of site : 1000 Sq. Yds. Transferable land Area is 31.65 Sq. Yds. (Undivided Share)
- 4) Built up Area Particulars :
(with breakup floorwise)
- cellar parking Area :-
In the Ground Floor :-
In the 1st Floor
In the 2nd Floor
In the 3rd Floor etc.,
- 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 : 29.07.1958
- ① Satish Moh.
② Jham Moh.
③ Jomoh Moh.
- Signature of the Executant.

CERTIFICATE

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

① Satish Moh.
② Jham Moh.
③ Jomoh Moh.

Signature of Executant.

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Signature of Claimant.

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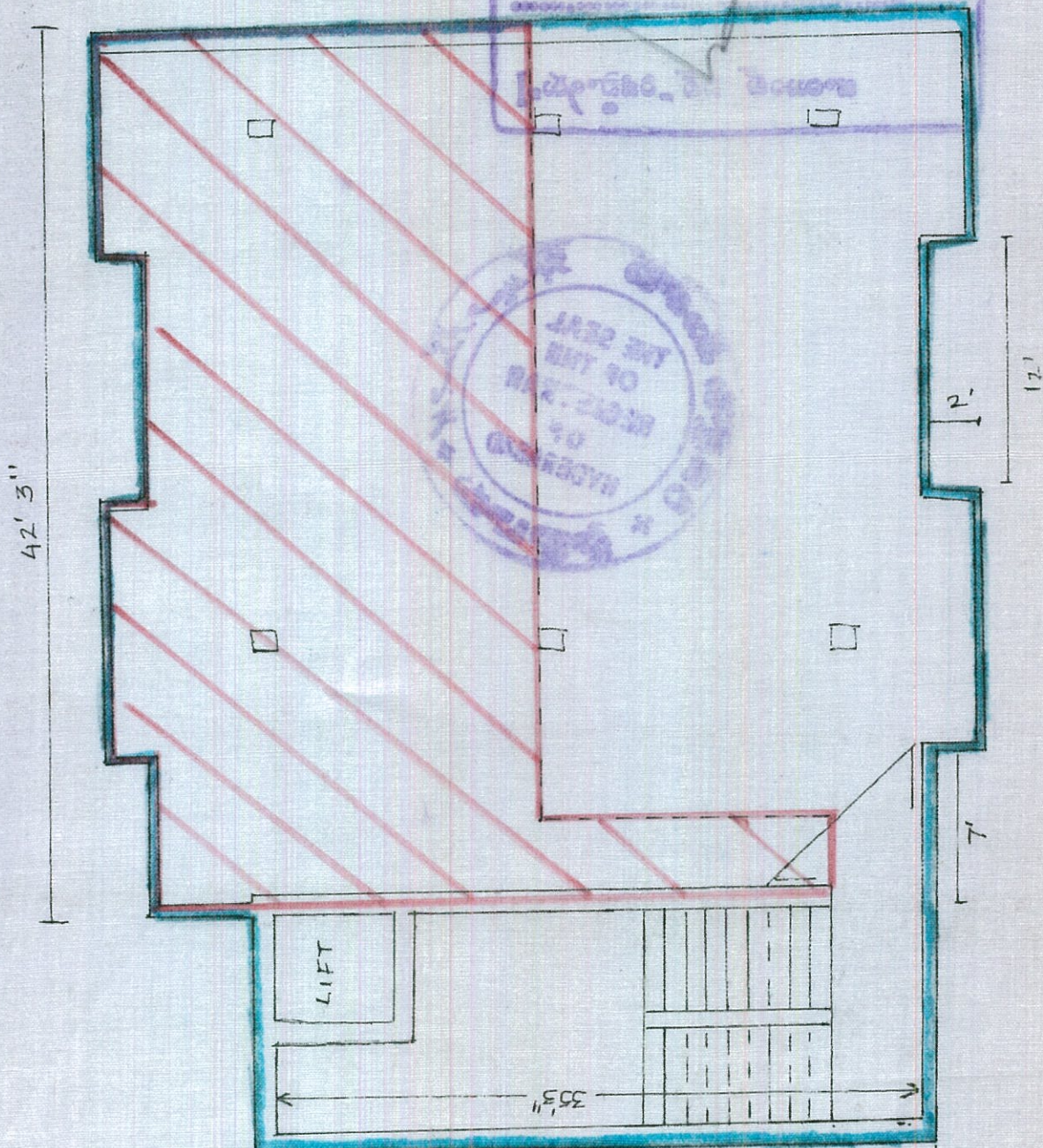


8001. Fo. 62. 4760

PLAN FOR SALE DEED OF A PORTION IN THE BUILDING BEARING MCH.NO. 5-4-187/5/19
SITUATED AT KARBALA MAIDAN, DECCAN CONTINENTAL HOTEL ROAD, (NECKLACE ROAD)
SECUNDERABAD - 3. (S.M.MODI COMMERCIAL COMPLEX)

VENDOR : SOHAM MODI & SOURABH MODI
PURCHASER : SUBODH K DESAI HUF

AREA: 1000 Sft ON III FLOOR
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 III FLOOR.

WEST BY: PROPERTY BELONGING TO SHRI JAYANTHILAL M - KADAKIA, S FAMILY.

EAST BY: NEIGHBOURS BUILDING.

VENDOR:

1. Satish modi

2. Soham Modi

3. Sourabh Modi

WITNESSES:

1. [Signature]

2. [Signature]

