DOCUMENT NOT 572 OF 1998 OF BO



100 to f. Saleman Step. 1 Cluga Ratnam. Effected

Both whom Sher. Valmiet. 1c. Desar (Hur) sto.

Kantrial Desar. Ex. Seebad Ex.

00DD 479886

Sub-Registrer
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

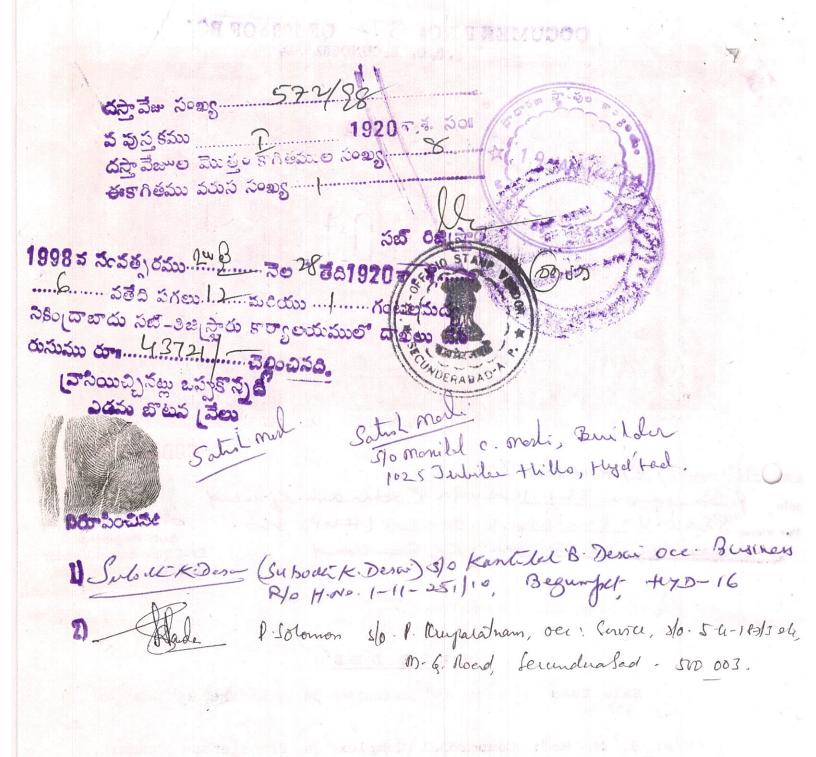
M/s. S. M. Modi Commercial Complex, a Proprietary Concern, represented by its Proprietor Shri Satish Modi, son of late Shri Manilal C Modi, Hindu, aged 53 years, residing at Plot No.1025, Road No.45, Jubilee Hills, Hyderabad hereinafter called the VENDOR (which expression unless repugnant or inconsistent 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 Valmick K. Desai HUF represented by its Karta Shri Valmick 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 his legal heirs, executors, nominees, administrators or assigns, successors in office) of the OTHER PART.

No.

Satist moto



1998 また 20 28 ま まる おおされている Wull 1920 まで、 ま かから ら ま まる

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 multistoreyed 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 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 herewith, and hereinafter a total consideration of Rs. 4,75,000/- (Rupees Four Lakhs and Seventy Five Thousand only).

Satur modi

దస్తావేజు సంఖ్య మ్మ్ స్ట్రామ్లు మ్మ్లో కమ్మ్లు కాగ్రికమ్మల సంఖ్య మ్మ్లో కాగ్రికమ్మల సంఖ్య మ్మ్లో ప్రామ్లో ప్రా

CERSE OF THE "BB-RESISTRAN

SE UNDE HAD.

Indersement Under Section 47 cf of H of 1898

No. 572 1998 12 28. 17/1098
There by certify that in proceruetist

stemp duty of Rs 21200 (Rupers linenty one

trom \$11

on the basis of the agreed Market value/
consideration of Rs 7,90,000/__being higher
the consideration regreed Market value.

Sub-Registrar,

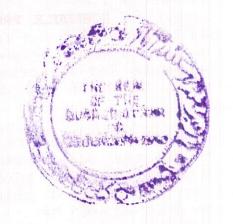
and Collector U/S 41 & 42 of STAMP ACT, 1899

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**.

Salish mole

దస్తావేజు సంఖ్య 572/9 వ పుస్తకము 1920 కే సంఖ దస్తావేజుల మొక్రం కాగితముల సంఖ్య ఈకాగితము వరుస సంఖ్య సంఖ్య సంఖ్య సంఖ్య సంఖ్య సంఖ్య స్టార్ సిట్ స్టార్



- 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.

Satur mile

దస్తావేజు సంఖ్య 572/28. వ పుస్తకము 1920 శా.శ. సంఖ దస్తావేజుల మొక్క శాగితముల సంఖ్య ఈకాగితము వచుస్త సంఖ్యా మార్థి శాగితము వచుస్తాన్నారు. మార్థి శాగితము వచుస్తాన్నారు. మార్థి శాగితము వచుస్త సంఖ్యా మార్థి శాగితము వచుస్తాన్నారు. మార్థి శాగితము వచ్చిన మార్థి శాగితము వచ్చారు. మార్థి శాగితము వార్థి శాగితి శాగితి శాగితి శాగితము వార్థి శాగితము వార

Total Comfi

A Same

- 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: Balance portion of Second Floor.

South By: Private Road

East By : Neighbour's Building.

West By: Property belonging Shri. Jayantilal M. Kadakia's

Family

Satistmoh

దస్తావేజు సంఖ్య ఏస్పేకము ఎస్పేకముల సంఖ్య మండ్రావేజూల మొత్తం కాగికముల సంఖ్య కారికముల సంఖ్య కారికముల సంఖ్య కార్తిక్షముల సంఖ్య కార్మ కార్హ కార్మ కార్మ కార్మ కార్మ కార్మ కార్మ కార్హ కార్మ కార్మ కార్మ

నబ్ రిజిన్టార్



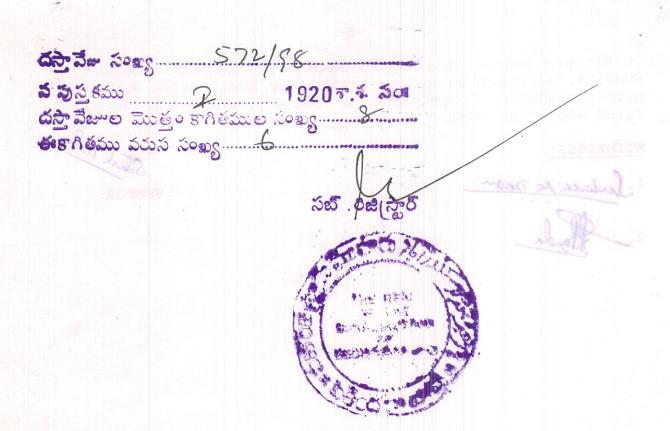
In Witness whereof the said **VENDOR** M/s. S.M.MODI COMMERCIAL COMPLEX, represented by its proprietor Shri Satish Modi has hereto signed at Secunderabad on the day, month and the year first aforementioned.

WITNESSES:

1. Sulpun / Desni

AD 1

VENDOR.



ANNEXURE 1-A

1) Description of the Building:

R.C.C. Building bearing M.C.H. No. 5-4-180/5/18, Situated at Karlsala Maidan, (Continental Road), Neckles Road, Sceundualad.

(a) Nature of Roof:

: R.C.C.
: Purce floors with Pillars a Columns Structure

(b) Type of structure:
Type 2/4/13 Floor Structure
with Pillars and Columns.
Structure of walls.

Structure of walls.

2) Age of the Building:

3) Total Extent of Site:

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 etc.,

5) Annual Rental Value:

6) Municipal Taxes per Annum:

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

Date: 28.07.98

Transforable land there is 31.65 Sp. rds.

Toansfirable Asla is 1000 Sft on IInd Floor (un-divided share)

B. 15,000 - p.a.

b. 7,0001- P.a.

B. 4,75,000/-

Signature of the Executant.

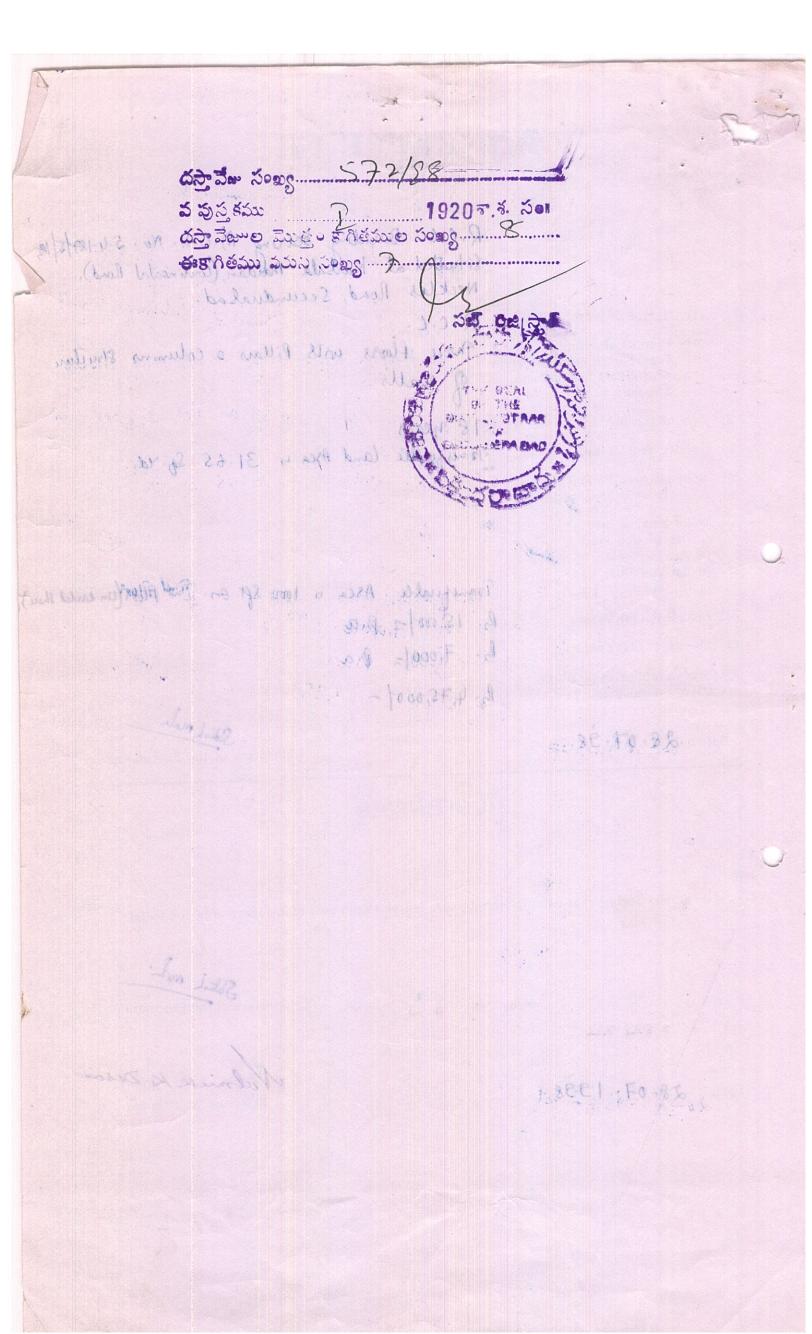
Certificate

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

Signature of the Executant.

Date: 28-07-1998.

Signature of claimant



PLAN FOR SALE DEED OF A PORTION IN THE BUILDING BEARING MCH NO.5-4-187/5/18 SITUATED AT KARBALA MAIDAN DECCAN CONTINENTAL HOTEL ROAD (NECKLACE ROAD) S CUNDERABAD - 3. AREAS 1000 SFT ON II FLOOR. VENDOR: S M MODI COMMERCIAL COMPLEX PURCHASER: SHRI VALMICK DESAI HUF LAND AREA: UNDIVIDED SMARE OF LAND Tr.65 Sq. Xds. CC #STABLE 4 112,52 BOUNDARIES: NORTH BY : BALANCE PORTION OF THE II FLOOR SOUTH BY : PRIVATE ROAD WEST BY : PROPERTY BELONGING TO SHRI JAYANTILAL M KADAKIAS FAMILY. EAST BY : NEIGHBOURS BUILDING

