

81 N3-1820 D3017186 5000/ Sold to P. A. Chak ya vanth. No P. V. M Raw Registrar Super.

For Whom Sharad kumar J. Kada Kia (Huf) Jayanti lat M. Kadakia

# SALE DEED

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This Deed of Sale is made on this the 18th day of August 1986, by:-

Sri Satishchandra Modi son of Manilal C. Modi, aged 42 years, business, Proprietor S. M. Modi Commercial Complex having registered Office at Karbala Maidan, Secunderabad-A.P., r/o 701, Sarita Appartments, Banjara Hills, Hyderabad;

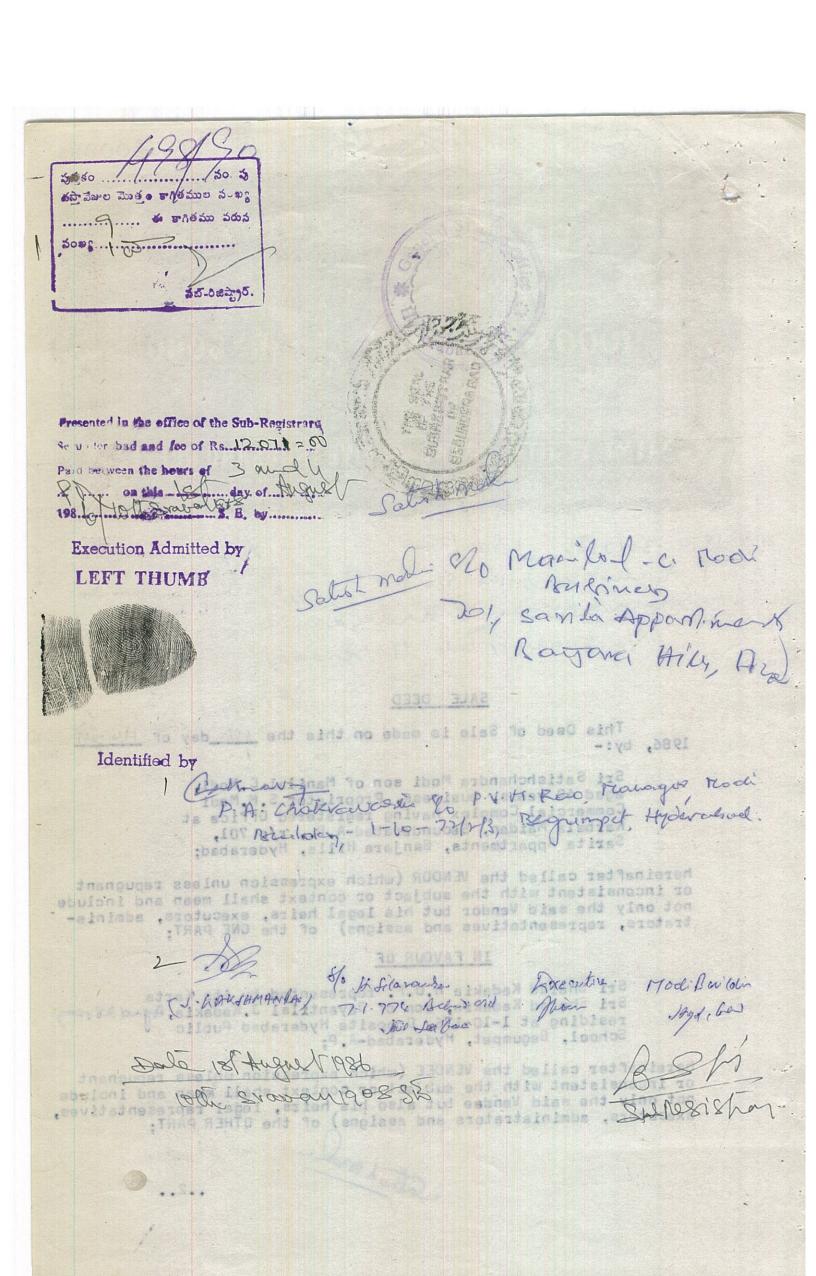
hereinafter called the VENDOR (which expression unless repugnant or inconsistent with the subject or context shall mean and include not only the said Vendor but his legal heirs, executors, administrators, representatives and assigns) of the ONE PART;

### IN FAVOUR OF

Sri Sharad Kadakia H.U.F. represented by its Karta Sri Sharad Kadakia, son of Jayantilal J.Kadakia, Agad 28 yeary residing at 1-10-176, Opposite Hyderabad Public School, Begumpet, Hyderabad-A.P;

hereinafter called the VENDEE (which expression unless repugnant or inconsistent with the subject or context shall mean and include not only the said Vendee but also his heirs, legal representatives, executors, administrators and assigns) of the OTHER PART;

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SI, No. 1821 Di 3017 18/6. 5000/
Sold top.: A. Chekra van In: 870 P-V-M Raw Ryoth & Sub Registrar Supar.

Sold top.: A. Chekra van In: 870 P-V-M Raw Ryoth & Ex. Officio Stamp Vender

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WHEREAS Shri Praveen Modi son of Shri Manilal C.Modi was the sole, absolute and exclusive owner of the land admeasuring 1980 Sq.Yards forming part of land known as "KARBALA MAIDAN" by virtue of registered Deed of Sale dated 28th May 1965 registered as Document No.1686 of 1965 of Book-I Vol.129 at Pages 55 to 60, before the Joint Sub-Registrar, Hyderabad.

Shri Praveen Modi entered into a partnership with Shri Satish Modi under the name and style of M/s S.M. MODI COMMERCIAL COMPLEX the Vendor herein for the purpose of construction and sale of residential, commercial buildings, flats, shops, garages etc., over the said land.

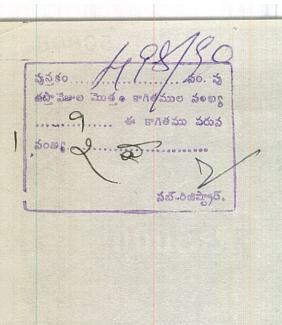
WHEREAS in terms of the Deed of Partnership the Vendor had constructed a Multi-storeyed commercial complex known as "S.M.Modi Commercial Complex" with Municipal No.5-4-187/5, situate at Karbala Maidan, Ranigunj, Secunderabad.

WHEREAS from 31.12.1983 the partnership firm was dissolved and Shri Satishchandra Modi become the sole proprietor of M/s S.M.Modi Commercial Complex.

WHEREAS the vendor herein offered to sell and the vendee agreed to purchase office premises admeasuring 1430 Sq.ft. in the II Floor of the building bearing No.5-4-187/5, situated at Karbala Maidan, Secunderabad, for a sum of Rs.2,14,500/- (Rupees Two Lakhs Fourteen thousand Five hundred only).

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Endorsement under Section 41 and 42 of Act II of 1200
I hereby Certify that the deficit Stamp duty of
Rs. 1000 ... has been Levied ... 'has been Levied ... 'Samp duty of
a respect of this instrument from ... 'Samp duty of
on the basis of agreed market Value of Rs 2 2 / 500 )
being higher than the consideration

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8. No 2-1827 Date 30/71/8/ 500/ - 10 P. V. M. Raw R/O Hy D.

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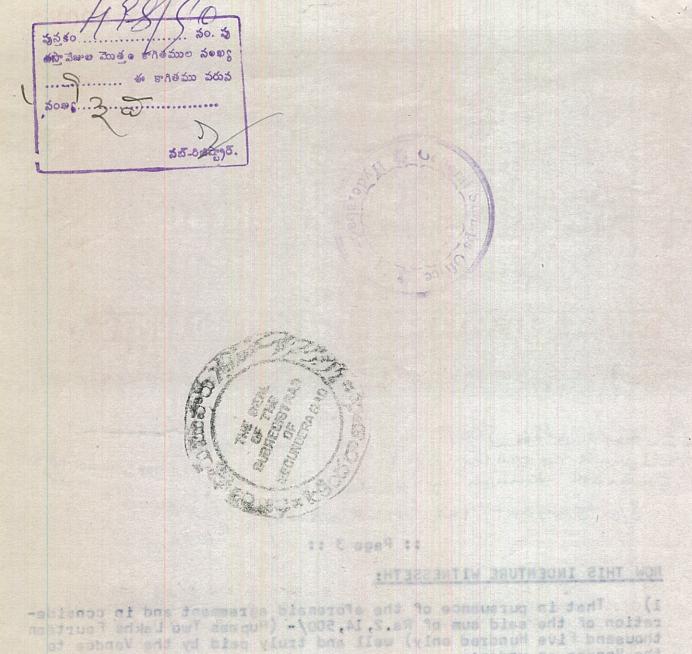
Sub Registrar Superintendent

Sub Re

## NOW THIS INDENTURE WITNESSETH:

- 1) That in pursuance of the aforesaid agreement and in consideration of the said sum of Rs.2, 14,500/- (Rupees Two Lakhs Fourteen thousand Five Hundred only) well and truly paid by the Vendee to the Vendor as under:
  - i) Till date an amount of Rs.1,63,400/- (Rupees One Lakh Sixty Three thousand Four Hundred only) has been adjusted and paid from time to time;
  - ii) The balance amount of Rs.51,100/- (Rupees Fifty One thousand and One Hundred only) is paid by the Vendee to the vendor at the time of registration of this document the receipt whereof the vendor hereby admits, accepts and acknowledges.
- The Vendor hereby declares, covenants and agrees with the vendee 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 that the vendor has good and perfect right, title and authority to convey the same to the vendee.
- 3) The property is not subject to any charge, mortgage or any other encumbrances whatsoever in favour of any one.
- 4) The Vendor has this day delivered symbolic possession of the property by attorning the tenant therein to the vendee.

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Sub-Registrar Supde.

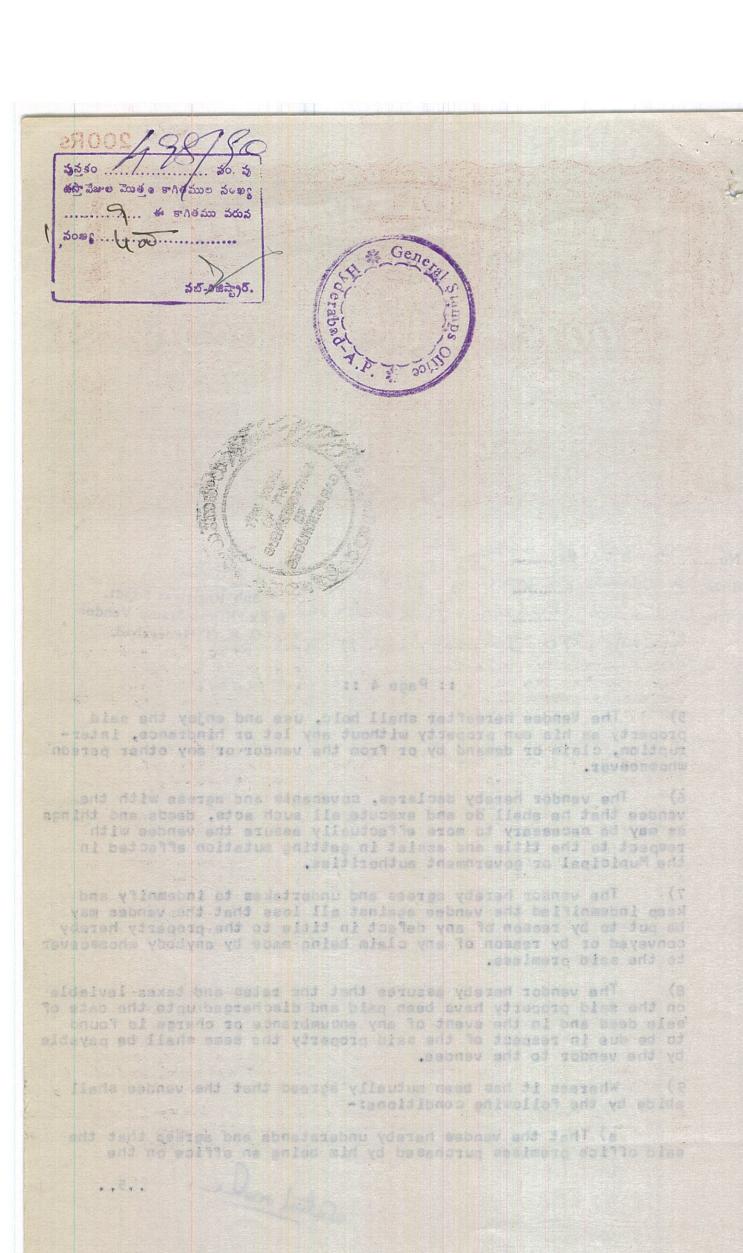
For Whom Sharad Kuman J. Kada Ki'a Ex. Officio Stamp Vendos

(HUF) 870 Juyanti Lal M. Kada Ki'a

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- 5) The Vendes 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.
- The vendor hereby declares, covenants and agrees with the vendee that he shall do and execute all such acts, deeds and things as may be necessary to more effectually assure the vendee with respect to the title and assist in getting mutation affected in the Municipal or government authorities.
- 7) The vendor hereby agrees and undertakes to indemnify and keep indemnified the vendee against all loss that the vendee may 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.
- 8) The vendor hereby assures that the rates and taxes leviable on the said property have been paid and discharged up to 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 vendee.
- 9) Whereas it has been mutually agreed that the vendee shall abide by the following conditions:-
- a) That the vendee hereby understands and agrees that the said office premises purchased by him being an office on the

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Sold to P.: A: Chekra vanthy 80 PVM Raw Rothese Sub-Registrar Supat.

For Whom handel Kuman J. Kadaking Ex. Officio Stamp Vendo.

(Huf) 810 Jay anti Lal M. Kadaking O Hyderabad.

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ownership basis and being a part of the said building namely "S.M.MODI COMMERCIAL COMPLEX" the approach road parking space will remain common for enjoyment of all the vendees in the said building. Further the walls intervening between the two adjacent vendees tenements shall also be common and enjoyed as such by the vendees of such adjacent tenaments.

- b) The vendes hereby undertakes not to make any encroachment or otherwise disturb the common passage, roads, lits, but keep the same usable for all the vendees of other tenaments. Further the vendee shall not use the said premises hereby sold in such manner which may or is likely to cause nuisance or annoyance to the vendees/occupants of the other portions in the said building.
- c) That it is agreed that the lorries or any heavy vehicles, bullock carts, commercial vehicles, taxes autorickshaws etc., of the vendee herein or other vendees of other portions shall not be permitted to be parked inside the building premises for more than 30 minutes without the written consent of the association or society or the vendor till formation of such Association or Society/Company.
- d) That the vendee hereby agrees that he will have absolutely no objection of whatsoever nature, regarding any constructions, shop, office or garage or godown or on the upper storey, but will actively co-operate and help in this regard. The inconvienience that may be caused during such construction and all the ancillary work pertaining to the same, agrees of men and material and scaffolding to the and other work will not be objected by the vendees.
- e) The vendee hereby agrees that he shall not store in the said premises any goods of hazardous or combustible nature or which may be too heavy or which may affect the construction,

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b) The vendes hereby undertakes not to make any entrosciment or otherwise disturb the common cassage, toads, lits, out keep the seas weakle for all the vendess of street tenaments. Further the under shall not use the said premises hereby sold in such gammar which may or is likely to desse muisance or annoyance to the unders/socupants of the other portions in the said building.

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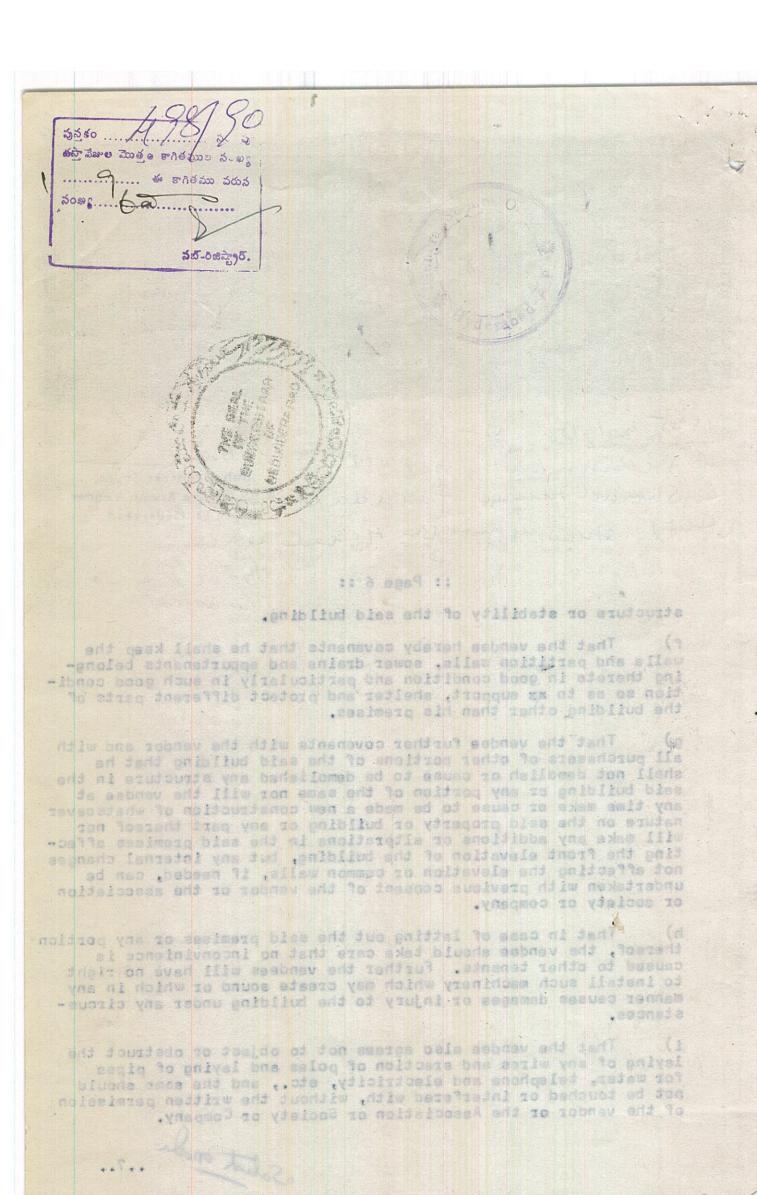


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structure or stability of the said building.

- That the vendee hereby covenants that he shall keep the walls and partition walls, sower drains and appurtenants belonging thereto in good condition and particularly in such good condition so as to me support, shelter and protect different parts of the building other than his premises.
- That the vendee further covenants with the vender and with all purchasers of other portions of the said building that he shall not demolish or cause to be demolished any structure in the said building or any portion of the same nor will the vendee at any time make or cause to be made a new construction of whatsoever nature on the said property or building or any part thereof nor will make any additions or alterations in the said premises affective the sai ting the front elevation of the building, but any internal changes not affecting the elevation or common walls, if needed, can be undertaken with previous consent of the vendor or the association or society or company.
- h) That in case of letting out the said premises or any portion thereof, the vendee should take care that no inconvinience is caused to other tenants. Further the vendees 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 circum-
- That the vendee also agrees not to object or obstruct the laying of any wires and erection of poles and laying of pipes for water, telephone and electricity, etc., and the same should not be touched or interfered with, without the written permission of the vendor or the Association or Society or Company.

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That the vendes hereby agrees that the land on which the entire complex is constructed together with all its open land, court yards, gardens and roads shall be in common enjoyment and joint properties of all persons who have purchased the tenaments in at the entire "S.M.MODI COMMERCIAL COMPLEX". The Taxes of every description and every kind will be shared preportionately and promptly paid and all items of common enjoyment will be maintained and kept in good repairs by all the tenament 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 tenaments.

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

## SCHEDULE OF THE PROPERTY HEREBY CONVEYED.

Doubliding known as "S.M.MODI COMMERCIAL COMPLEX" bearing Municipal No.5-4-187/5, situated at Karbala Maidan, Ranigunj, Secunderabad, structure only not land.

IT WITNESS WHEREOF the said vendor Sri Satishchandra Modi representing M/s S.M.Modi Commercial Complex has hereto signed at Secunderabad on the day, month and the year first aforementioned.

WITNESSES:

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# ANNEXURE - 1A

(a) House No.

(b) Age of the Building.

(c) Plinth area of each floor

(d) Nature of Roo!

(e) Amenities like Electricity, water and Drainage.

(f) Length of Compound wall or fencings.

(g) Total Site.

21.77 Seyends of 26.57 90 mte.

(h) Annual Rental Value

(Rs. Politics III.)

Place: Secretary

(i) Party's own estimate Value.

(j) Departmental Value

Satur man

: Rs.

: Rs. 214,521-

YENDOR

Dated: 1 8-1986

VENDEE

