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भारतीय गेर

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v. 100

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ONE
HUNDRED RUPEES

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MIRTINDIA INDIA NON JUDICIAL

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Tran Id: 231024114640372840
Date: 24 OCT 2023, 11:48 AM
Purchased By:
RAJESH J KADAKIA
S/o LATE JAYANTILAL M KADAKIA
R/o 5-2-223, GOKUL DISTILLERY ROAD, SECUNDERABAD
For Whom
RAJESH J KADAKIA AND SHARAD J KADAKIA

T. Jayauth; BA/854258

TUMMALA JAYANTHI LICENSED STAMP VENDOR Lic. No. 1602046/2012 Ren.No. 21/2021 2-3-64/5, Opp Amberpet Police Station, Amberpet, Hyderabad Ph 9959177067

Easement Rights Agreement

This Easement Rights Agreement is made on this the 28th day of October, 2023 by and between:

Rajesh J Kadakia, S/o. Late Jayantilal M Kadakia, aged about 57 years, R/o. H. No: 5-2-223, "Gokul", 3rd Floor, Distillery Road, Hyderbasti, Secunderabad, (represented by its General Power of Attorney Holder Mr. Soham Modi vide document no. 96/IV/2022 dated 21-08-2022 registered at SRO Secunderabad), hereinafter referred to as the Party of the First Part.

AND

Sharad J Kadakia S/o. Late Jayantilal M Kadakia, aged about 55 years, R/o. H. No: 5-2-223, "Gokul", 3rd Floor, Distillery Road, Hyderbasti, hereinafter referred to as the Party of the Second Part.

The term Party of the First Part and the Party of the Second Part which expression shall unless excluded by or repugnant to the subject or context be deemed to include her heirs, executors, administrators, legal representative and assigns.

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- 1. WHEREAS the Party of the First Part and the Party of the Second Part are the absolute owners of all that land admeasuring 3,310 square yards and superstructures thereon bearing Municipal Nos. 1-10-176, Begumpet, Secunderabad by virtue of gift deed dated 18th November, 2009 registered as document no. 1716/2009 at the SRO Secunderabad. The said gift deed was executed by Smt. Kokilaben Kadakia the natural mother of First Part and the Party of the Second Part. Smt Kokilaben Kadakia purchased the said land (originally 4,089 square yards before road widening) by an absolute Sale Deed dated 27th February 1963 executed by Smt. Buland Akter Begum and Kushro Mahboob Ali Khan and registered as document no. 287 of 1963 in block no.1, volume no. 66 at pages 271 to 274 in the office of the Sub-registrar. Secunderabad and ever since the date of purchase she is in peaceful possession and enjoyment of the same. A building was constructed on the above said land and permission for construction of commercial complex was obtained vide permit no. 154/68, file no. 4156/TPS/MCH/SD/2000 dated 21-05-2002 comprising of two basements (admeasuring about 45,000 sft), ground + four upper floors having super built-up area admeasuring about 78,000 square feet. The commercial complex was named as "Greens Towers". The said land along with the commercial complex is hereinafter referred to as the Commercial Complex.
- 2. The Party of the First Part and the Party of the Second Part are the absolute owners of all that land admeasuring 885 square yards along with a house thereon bearing Municipal Nos. 1-10-178/3/2, Begumpet, Secunderabad by virtue of gift deed dated 19th November, 2009 registered as document no. 1717/2009 at the SRO Secunderabad. The said gift deed was executed by Smt. Kokilaben Kadakia the natural mother of Party of the First Part and the Party of the Second Part. Smt Kokilaben Kadakia purchased the said land by way of registered sale deed bearing document no. 1446/97 dated 6th May, 1997 at SRO Vallabnagar.

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- 3. The Party of the First Part and the Party of the Second Part are the absolute owners of all that land admeasuring 885 square yards along with a portion of the house thereon bearing Municipal Nos. 1-10-178/3/1, Begumpet, Secunderabad by virtue of Will dated 10th August, 2003 from their father Late Jayantilal M Kadakia. Late Jayantilal M Kadakia purchased the said property by way of a registered deed bearing document no. 1740/1997 dated 6th May, 1997 at the SRO Vallabnagar.
- 4. A Villa consisting of the main house with 4 bedrooms, 4 toilets, courtyard, living, dining, kitchen admeasuring about 3,000 sft and a detached house with 2 units consisting of one bedroom, toilet and kitchenette admeasuring about 800 sft has been existing on the total land admeasuring 1,770 sq yds and is herein after referred to as the Villa.
- 5. The plan of the Villa is attached herein as Annexure A. The site plan of the Commercial Complex showing the setbacks and the driveway is attached as Annexure B. The plan of the upper basement of the Commercial Complex showing the driveways within the upper basement is attached as Annexure -C herein. The site plan along with Villa and Commercial Complex is attached as Annexure -D.
- 6. The Commercial Complex and Villa have both been leased to M/s. Sonata Software Limited for a period of 10 years commencing from 1st December 2013 to 30th November, 2023. M/s. Sonata Software Limited has agreed to renew the lease for a further period of 10 years from 1st December, 2023 to 30th November, 2033.
- Sonata Software Limited is using the existing driveway of the Commercial Complex on the ground floor and the driveway in the upper basement to access the Villa.
- 8. Both the parties herein have agreed that the easement rights for accessing the Villa from the Commercial Complex shall be permanent in nature and the parties herein have decided to record the same by way of this agreement.
- 9. Both the parties hereby covenant and agree that the Villa shall have easement rights from the Commercial Complex as under:
 - 9.1. Through the driveway on the ground floor of the Commercial Complex which is approximately 5 mtrs in width.
 - 9.2. Through the driveway in the upper basement of the Commercial Complex which is approximately 4.5 mtrs in width.
- 10. This easement right agreement shall accrue to the successors-in-interest of the Villa.
- 11. This easement right agreement is irrevocable.
- 12. Any changes to the terms mentioned herein must be only on mutual agreement and in writing between both the parties herein.

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SCHEDULE OF THE COMMERCIAL COMPLEX

ALL THAT the office space consisting of ground + 4 upper floors admeasuring 78,000 square feet of super built up area, the terrace space, along with parking space (45,000 sft) in the basement floors, common areas on land admeasuring 3,310 square yards, known as "Greens Towers" bearing Municipal Nos. 1-10-176, situated at Begumpet, Secunderabad, Telangana and bounded by:

East

Villa

West

Begumpet Main Road

North

Neighbours Land

South

30/40ft Road and Neighbours Land.

SCHEDULE OF THE VILLA

All that part and parcel of residential Villa situated behind the Commercial Complex bearing Municipal nos. 1-10-178/3/1 & 1-10-178/3/2, Begumpet Main Road, Hyderabad – 500 016, consisting of Main House with 4 bedrooms, 4 toilets, court yard, living, dining, kitchen admeasuring about 3,000 square feet and a detached house with 2 units consisting of 1 bedroom, toilet and kitchenette, admeasuring about 800 sft on a total land area of about 1770 square yards butted and bounded as give below:

East by

Neighbours Property

West by

by Commercial Complex

North by

By Neighbours Property

South by

By Neighbours Property and Passage

IN Witnesses Whereof this agreement is made and executed on this the 28th day of October, 2023 at Hyderabad by the parties hereto in presence of the witnesses mentioned below.

Rajesh J Kadakia, Party of the First Part:

Rep. by GPA Holder Mr. Soham Modi

Sharad J Kadakia, Party of the Second Part:

Witness no. 1

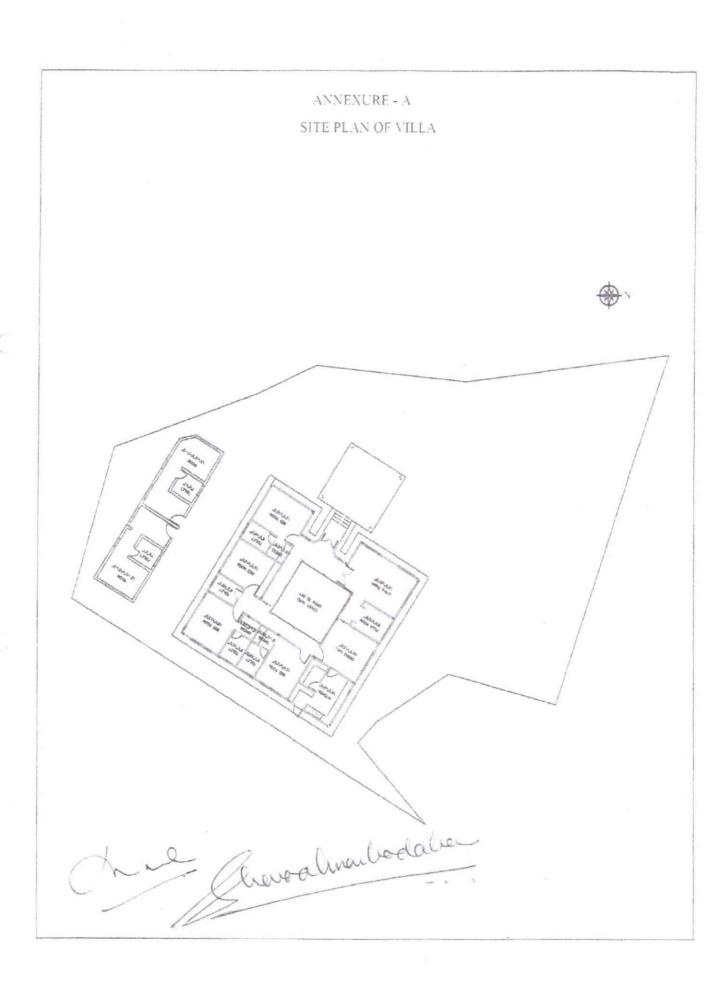
Name:

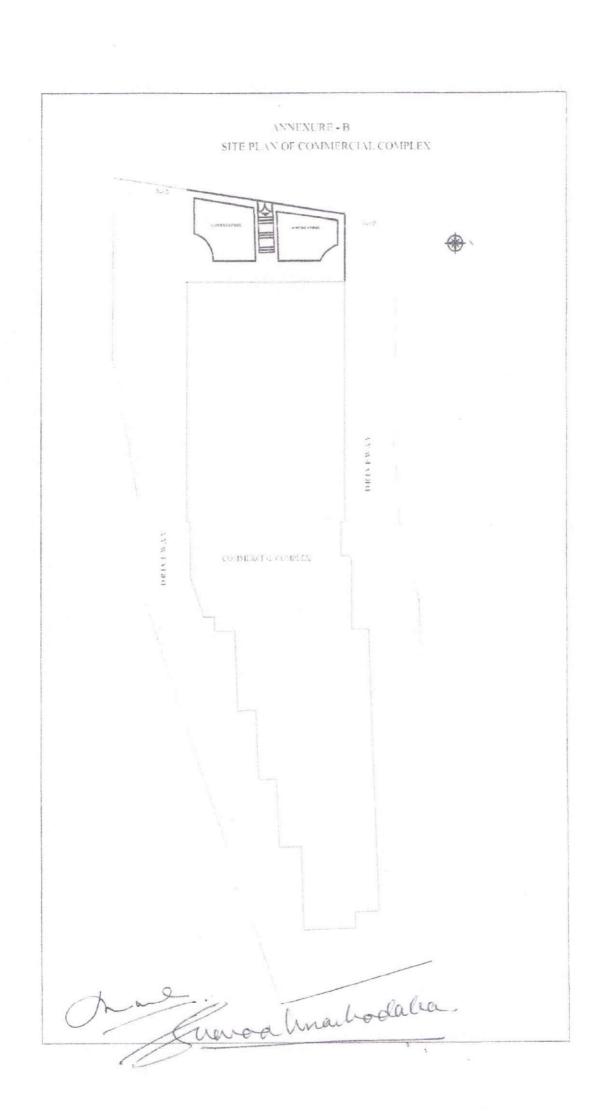
Address:

Witness no. 2

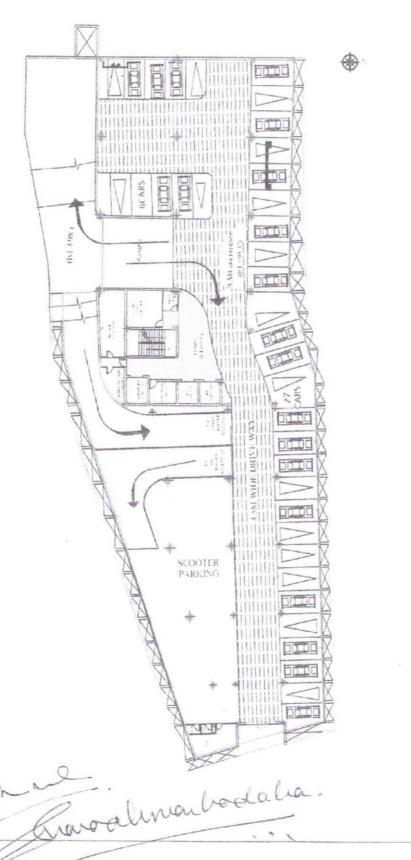
Name:

Address:





ANNEXURE - C UPPER BASEMENT PLAN OF COMMERCIAL COMPLEXY



ANNEXURE - D
SITE PLAN OF COMMERCIAL COMPLEX AND VILLA

