

Deed of cancellation of sale deed law commercial essay

Law



**ASSIGN
BUSTER**

This Sale Deed is made and executed on this the ____ day of December, 2012 at Hyderabad by and between: MR. MOHD. ABDUL HAI S/O. LATE. MOHD. ABDUL QAVI, aged about 74 years, Occupation: Retired Govt. Employee, Residing at House No. 343/II, MCH No. 11-3-577, Moazampura, Mellepally, Hyderabad, A. P.

IN FAVOUR OF

1. MR. MOHD. MUBBASHIR MADAKI S/O. MOHD. YOUSUF MADAKI, aged about 25 years, Occupation: Student, 2. MR. MOHD. MUDDASIR MADAKI S/O. MOHD. YOUSUF MADAKI, aged about 27 years, Occupation: Civil Engineer, both are Residing at House No. 343/II, MCH No. 11-3-577, Moazampura, Mellepally, Hyderabad, A. P. (Hereinafter called as the " VENDEES" which expression shall mean and include all their heirs, executors, legal representatives, administrators, assignees, attorney, etc., of the Other Part). WHEREAS the Vendor is the sole and absolute owner and in peaceful possessor of the HOUSE PROPERTY BEARING MUNICIPAL No. 11-3-577, (C. I. B. House No. 343/II), admeasuring 118. 33 Square Yards or 98. 92 Square Meters, Situated at Moazampura, Mallepally, Hyderabad, A. P., having purchased the same from: SMT. MARYAM BEGUM D/O. LATE. MOHD. ABDUL QAVI, Under a Registered SALE DEED DOCUMENT No. 1481 of 1998, Book-I, Volume: 217, Pages: 339 to 350, Dated: 14-08-1998, Registered in the office of the S. R. O. Golconda, Hyderabad - A. P. in turn above named the SMT. MARYAM BEGUM D/O. LATE. MOHD. ABDUL QAVI, had purchased the same from: ANDHRA PRADESH HOUSING BOARD, Under a Registered SALE DEED DOCUMENT No. 1383 of 1974, Book-I, Volume: 367, Pages: 153 to 155, Dated: 17-05-1974, Registered in the office of the S. R. O. Khairtabad,

Hyderabad - A. P. And the above named the vendor has dismantled the old structure and have constructed a residential building over the total property of land totally admeasuring 118. 33 Sq. Yards comprising of Ground and First Floors. AND WHEREAS the Vendor has offered to sell the ENTIRE FIRST FLOOR, admeasuring 1065 Sq. Feet, (including common areas) together with undivided share of land measuring 59. 16 Sq. Yards, or 49. 45 Sq. Meters, (Out of total land area 118. 33 Sq. Yards) in the PREMISES BEARING PART OF MUNICIPAL No. 11-3-577, (C. I. B. House No. 343/II), Situated at Moazampura, Mallepally, Hyderabad, A. P., Which is more fully described in the Schedule and Plan annexed hereto and Marked in Red Colour. hereinafter referred to as the " Said Property" to the Vendees for a total sale consideration of Rs. 12, 96, 000/- (Rupees Twelve Lakhs Ninety Six Thousand Only), and the Vendees hereby agreed to purchase the same for the said consideration on the following terms and conditions. IN PURSUANCE of the above said offer and acceptance of the total sale consideration of Rs. 12, 96, 000/- (Rupees Twelve Lakhs Ninety Six Thousand Only), the Vendor has received the said entire total sale consideration amount from the Vendees and the Vendor do hereby acknowledges the receipt of the said sum and herein delivered the vacant and peaceful physical possession of the Scheduled Property to the Vendees TODAY TO HAVE AND TO HOLD THE SAME ABSOLUTELY FOR EVER.

NOW THIS DEED OF SALE WITNESSETH AS FOLLOWS :

1. WHEREAS the Vendor hereby declare that he is the sole and absolute owner and peaceful possessor of the schedule property hereby conveyed and that except the said Vendor there are no any other person or persons

have any manner of rights, titles, interests, in the same; and the Vendor has full authority to convey the same. 2. THAT the Vendor has delivered the vacant and peaceful physical possession of the schedule property to the Vendees herein. 3. THAT the Vendor has paid all the property taxes, electricity consumption charges, etc., and there are no dues of any kind whatsoever to the said property. 4. THAT the Vendor hereby declares, confirms and assures the Vendees that the Scheduled property hereby sold is free from all encumbrances, charges, liens, prior sales, gifts, mortgages, leases, etc., and there are no government, private or public sector claims, demands from any private body or hypothecation in any bank over the Scheduled property or demands from any person whether claiming through the Vendor herein or from any other approved heir or claimant or from third parties, and further it is not subject to any litigation, surety, security etc. 5. THAT the Vendor has handed over all the relevant papers documents, Original link documents, Property Tax Receipt etc., relating to the schedule property to the Vendees herein for her records. 6. THAT the Vendor hereby transferred all his external and internal ownership rights and interest in the scheduled property to the Vendees herein, and the Vendees shall enjoy the same as absolute and exclusive owner forever. 7. THAT the Vendees hereafter shall enjoy the scheduled property as absolute owner with all easement rights of egress and ingress to the said property without any hindrance. 8. THAT the Vendees hereinafter can mutate her name in Municipal Corporation or any other office or offices in the light of this document, and the Vendees can transfer the schedule mentioned property to any person or persons, as she likes by way of Sale, Gift, Mortgage, etc. 9.

THAT the Scheduled property is not subject to any prior Agreement of Sale, Sale Deed or any kind of transfer and the Vendor has not done any act or deed or thing which prevents, derides or hinders to sell or convey the Scheduled property to the Vendees. 10. THAT the Vendor hereby agree to save harmless and keep indemnified the Vendees from and against all losses, damages, costs, expenses, which the Vendees may sustain or incur by reason of any claim being made by any body whatsoever to the said property. 11. THAT the Vendor further assures to execute any Rectification or Supplementary Deed required by the Vendees in future regarding the scheduled property to make perfect title for the Vendees without demanding any fresh consideration to execute the such documents. 12. THAT the Schedule of Property is not an assigned land as per the Act, 9 of 1977. 13. THAT the Vendor has read over/explained all the contents of this Sale deed and he understood the matter and admitted the same. 14. THAT the Stamp duty and Registration has borne by the Vendees.

SCHEDULE OF THE PROPERTY

ALL THAT the ENTIRE FIRST FLOOR, admeasuring 1065 Sq. Feet, (including common areas) together with undivided share of land measuring 59. 16 Sq. Yards, or 49. 45 Sq. Meters, (Out of total land area 118. 33 Sq. Yards) in the PREMISES BEARING PART OF MUNICIPAL No. 11-3-577, (C. I. B. House No. 343/II), Situated at Moazampura, Mallepally, Hyderabad, A. P., and bounded by: -NORTH:: Neighbour's House No. 342/II. SOUTH:: Neighbour's House No. 344/II. EAST :: Neighbour's House No. 663/II. WEST :: Open to Sky & Road.

Hereinafter referred to as the delineated Marked in red Colour. IN WITNESS WHEREOF the VENDOR and VENDEES herein have signed on this Deed of

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Sale with their own free will and consent on this the day, month and year above mentioned in the presence of the following witnesses:

WITNESSES:

V E N D O R .

1.

2. 1.

2.

V E N D E E S .

FRONT ELEVATION H. No. 8-1-40/A/20/12/3, on Plot No. 3, Situated at SAMATHA COLONY, TOLICHOWKI, SHAIKPET, HYDERABAD - A. P.

R E C E I P T

I, MR. MOHAMMED AKHTER KHAN S/O. LATE. MOHAMMED MAHMOOD KHAN, Aged about 44 Years, Occupation: Business, Resident of House No. 9-4-97/2, Hakeem Shah Colony, Tolichowki, Hyderabad - A. P. I have Received a sum of Rs. 15, 50, 000/- (Rupees Fifteen Lakhs Fifty Thousand Only) out of total amount of Rs. 17, 00, 000/- (Rupees Seventeen Lakhs Only) and the balance amount of Rs. 1, 50, 000/- (Rupees One Lakh Fifty Thousand Only) will be paid at the time of Registration within 45 days. from MRS. UMME HABEEBA KHATOON W/O. KHAJA MOINUDDIN, aged about 42 years, Occupation: Housewife, Resident of House No. 9-4-62/148/A, Nizam Colony, Tolichowki, Hyderabad - A. P. Towards the Sale of PORTION OF HOUSE BEARING PART OF MUNICIPAL No. 9-4-50/4/1, (Consisting of Ground and First Floors)

admeasuring 75 Sq. Yards or 62. 7 Sq. Meters, situated at Hakeempet,

Tolichowki, Hyderabad - A. P. Hence this receipt is made and executed on <https://assignbuster.com/deed-of-cancellation-of-sale-deed-law-commercial-essay/>

this the 5th day of January, 2012 at Hyderabad, A. P., in the presence of following witnesses:

WITNESSES:

1.

(MR. MOHAMMED ABDUL RAHMAN)

2. ANNEXURE - 1A1. Description of Building: House bearing M. C. H. No. 8-1-332/3/A/64, forming part of 8-1-332/3/64, consisting Ground & First floor, situated at Arvind Nagar Colony, Shaikpet Village, Toli Chowki, Hyderabad - A. P.(a) Nature of Roof:(b) Type of Structure: R. C. C. 2. Age of Building: Newly. 3. Total extent of site: 95 Sq. yds or 78. 02 Sq. mts. 4. Builtup area of site: Cellar parking area: In the Ground floor: 700 Sq. fts. In the 1st Floor: 700 Sq. fts. Total 1400 Sq. fts. In the 2nd Floor: In the 3rd Floor: 5. Annual Rental Value: 6. Municipal Taxes per Annual: 7. Party's own estimate of market value of the Building: 6, 89, 500/-Date: 15-04-2004.(Signature of the Vendor)I/We do hereby declare that what is stated above is true and correct to the best of by knowledge and belief.(Signature of the Vendor) (Signature of the Vendees)DEED OF CANCELLATION OF SALE DEED DT. 18-

10-2003. This Deed of Cancellation of Sale Deed made and executed on this the day of December, 2004 at Shamsabad, R. R. District, A. P., by:

HABEEB ABDUL RAHMAN, Son of M. Habib Salam Bin Ahmed Attas, aged about 48 years, Occ: Business, r/o H. No. 8-1- 363/60, Aditya Nagar Colony, Toli Chowki, Hyderabad, A. P., hereinafter referred to as OWNER which term shall mean and include his legal heirs, successors, executors, powers of attorney and assigns. WHEREAS the Owner executed Sale Deed dt. 18. 10.

2003 in favour of NOOR EDUCATIONAL SOCIETY, Rep. By its President MIRZA AHMED BAIG, inter alia, selling all that agricultural land bearing Sy. No. 51 (part) admeasuring Ac. 3-29 Gts or 1. 50 Hect., (out of Ac. 23-29 Gts) situated at Shamshabad Village and Mandal, Ranga Reddy District, and bounded on North: Survey No. 50, South: Part of Sy. No. 51, East : Cart Track abutting Sy. No. 15 (part) and Land Sy. Nos. 85 and 86 and West : Neigh's Agricultural land, for a consideration of Rs 6, 41, 000/- (Rupees Six lakhs fortyone thousand only). AND WHEREAS the Owner withheld the possession of the aforesaid property with him as the consideration was paid through cheque No. 110352 drawn on UCO Bank, Abid Circle, Hyderabad, and the receipt was passed subject to realization of the aforesaid cheque. AND WHEREAS the PURCHASER namely NOOR EDUCATIONAL SOCIETY failed to honour the payment of cheque and as such, the sale consideration was not passed from the PURCHASER to the OWNER. AND FURTHER WHEREAS the registration of the Sale Deed dt. 18. 10. 2003 as referred to above was kept in abeyance by the Sub-Registrar of Assurances, Shamsabad, Ranga Reddy Dist., A. P. AND WHEREAS as the transaction was failed and the consideration was not passed, the Sale Deed dt. 18. 10. 2003 become void. The OWNER got issued a Legal Notice dated 24-12-2003 through MR. Shoukat Ali Hashmi, Advocate to the said PURCHASER. AND WHEREAS the OWNER exercising the ownership possessory rights, transferred and conveyed the aforesaid property through the Document dated 10-6-2004 registered as Registered as Document No. 6545/04 in the Office of the Jt. Sub-Registrar, Ranga Reddy District, A. P., and also delivered possession of the said property. NOW THIS DEED OF CANCELLATION WITNESSETH AS

UNDER: The Sale Deed dt. 18. 10. 2004 executed in favour of NOOR EDUCATIONAL SOCIETY, rep. by its President MIRZA AHMED BAIG, S/o Mr. M. M. Hussain Baig, in respect of all that agricultural land bearing Sy. No. 51 (part) admeasuring Ac. 3-29 Gts or 1. 50 Hect., (out of Ac. 23-29 Gts) situated at Shamshabad Village and Mandal, Ranga Reddy District, and bounded on North: Survey No. 50, South: Part of Sy. No. 51, East : Cart Track abutting Sy. No. 15 (part) and Land Sy. Nos. 85 and 86 and West : Neigh's Agricultural land, was void abinitio as the neither the consideration was paid to the OWNER nor the OWNER ever delivered possession to the said NOOR EDUCATIONAL SOCIETY. The OWNER declares that all the claims made by the said NOOR EDUCATIONAL SOCIETY on the basis of Sale Deed dt. 18. 10. 2004 shall be false, illegal and void. Tfhe OWNER declares that by virtue of the Doc. No. 6545/04 10-6-2004, he ceased to own the property and he has already delivered possession to the claimant of Doc. No. 6545/04. IN WITNESS WHEREOF this Deed of Cancellation executed on this the Day of December, 2004 at Shamsabad, Ranga Reddy District, A. P., in the presence of the following witnesses: WITNESSES: 1. OWNER2. DEED OF CANCELLATION OF SALE DEED DT. 18-10-2003. This Deed of Cancellation of Sale Deed made and executed on this the day of December, 2004 at Shamsabad, R. R. District, A. P., by: HABEEB ABDUL RAHMAN, Son of M. Habib Salam Bin Ahmed Attas, aged about 48 years, Occ: Business, r/o H. No. 8-1- 363/60, Aditya Nagar Colony, Toli Chowki, Hyderabad, A. P, hereinafter referred to as OWNER which term shall mean and include his legal heirs, successors, executors, powers of attorney and assigns. WHEREAS the Owner executed Sale Deed dt. 18. 10. 2003 in favour of NOOR

EDUCATIONAL SOCIETY, Rep. By its Secretary MIRZA FARHATHULLA BAIG, S/o Mr. Mirza Ahmed Baig, r/o Flat No. 104, 1st floor, Mass Towers, Farsh Colony, Saidabad, Hyderabad, inter alia, selling all that agricultural land bearing Sy. No. 51 (part) admeasuring Ac. 5-00 Gts or 2. 02 Hect., (out of Ac. 23-29 Gts) situated at Shamshabad Village and Mandal, Ranga Reddy District, and bounded on North: Survey No. 51, South: Part of Sy. No. 62, East : Part of Sy. No. 51 and West : Part of Sy. NO. 51, for a consideration of Rs 8, 60, 000/- (Rupees Eight lakhs Sixty thousand only). AND WHEREAS the Owner withheld the possession of the aforesaid property with him as the consideration was paid through cheque No. 110353 drawn on UCO Bank, Abid Circle, Hyderabad, and the receipt was passed subject to realization of the aforesaid cheque. AND WHEREAS the PURCHASER namely NOOR EDUCATIONAL SOCIETY failed to honour the payment of cheque and as such, the sale consideration was not passed from the PURCHASER to the OWNER. AND FURTHER WHEREAS the registration of the Sale Deed dt. 18. 10. 2003 as referred to above was kept in abeyance by the Sub-Registrar of Assurances, Shamsabad, Ranga Reddy Dist., A. P. AND WHEREAS as the transaction was failed and the consideration was not passed, the Sale Deed dt. 18. 10. 2003 become void. The OWNER got issued a Legal Notice dated 24-12-2003 through MR. Shoukat Ali Hashmi, Advocate to the said PURCHASER. AND WHEREAS the OWNER exercising the ownership possessory rights, transferred and conveyed the aforesaid property through the Document dated 10-6-2004 registered as Registered as Document No. 6545/04 in the Office of the Jt. Sub-Registrar, Ranga Reddy District, A. P., and also delivered possession of the said property. NOW THIS DEED OF

CANCELLATION WITNESSETH AS UNDER: The Sale Deed dt. 18. 10. 2004 executed in favour of NOOR EDUCATIONAL SOCIETY, rep. by its Secretary MIRZA FARHATHULLA BAIG, S/o Mr. Mirza Ahmed Baig, r/o Flat No. 104, 1st floor, Mass Towers, Farsh Colony, Saidabad, Hyderabad, in respect of all that agricultural land bearing Sy. No. 51 (part) admeasuring Ac. 5-00 Gts or 2. 02 Hect., (out of Ac. 23-29 Gts) situated at Shamshabad Village and Mandal, Ranga Reddy District, and bounded on North: Survey No. 51, South: Part of Sy. No. 62, East : Part of Sy. No. 51 and West : Part of Sy. NO. 51, was void abinitio as the neither the consideration was paid to the OWNER nor the OWNER ever delivered possession to the said NOOR EDUCATIONAL SOCIETY. The OWNER declares that all the claims made by the said NOOR EDUCATIONAL SOCIETY on the basis of Sale Deed dt. 18. 10. 2004 shall be false, illegal and void. Tfhe OWNER declares that by virtue of the Doc. No. 6545/04 10-6-2004, he ceased to own the property and he has already delivered possession to the claimant of Doc. No. 6545/04. IN WITNESS WHEREOF this Deed of Cancellation executed on this the Day of December, 2004 at Shamsabad, Ranga Reddy District, A. P., in the presence of the following witnesses: WITNESSES: 1. OWNER2. DEED OF CANCELLATION OF SALE DEED DT. 18-10-2003. This Deed of Cancellation of Sale Deed made and executed on this the day of December, 2004 at Shamsabad, R. R. District, A. P., by: HABEEB ABDUL RAHMAN, Son of M. Habib Salam Bin Ahmed Attas, aged about 48 years, Occ: Business, r/o H. No. 8-1- 363/60, Aditya Nagar Colony, Toli Chowki, Hyderabad, A. P., hereinafter referred to as OWNER which term shall mean and include his legal heirs, successors, executors, powers of attorney and assigns. WHEREAS

the Owner executed Sale Deed dt. 18. 10. 2003 in favour of NOOR EDUCATIONAL SOCIETY, Rep. By its Vice President SMT. KANEEZ FATIMA W/o Mr. Mirza Ahmed Baig, r/o Flat No. 104, 1st floor, Mass Towers, Farsh Colony, Saidabad, Hyderabad, inter alia, selling all that agricultural land bearing Sy. No. 51 (part) admeasuring Ac. 5-00 Gts or 2. 02 Hect., (out of Ac. 23-29 Gts) situated at Shamshabad Village and Mandal, Ranga Reddy District, and bounded on North: Part of Survey No. 51, South: Sy. No. 62, East : Part of Sy. No. 51 and West : Neigh's Agricultural Land, for a consideration of Rs 8, 60, 000/- (Rupees Eight lakhs Sixty thousand only). AND WHEREAS the Owner withheld the possession of the aforesaid property with him as the consideration was paid through cheque No. 110355 drawn on UCO Bank, Abid Circle, Hyderabad, and the receipt was passed subject to realization of the aforesaid cheque. AND WHEREAS the PURCHASER namely NOOR EDUCATIONAL SOCIETY failed to honour the payment of cheque and as such, the sale consideration was not passed from the PURCHASER to the OWNER. AND FURTHER WHEREAS the registration of the Sale Deed dt. 18. 10. 2003 as referred to above was kept in abeyance by the Sub-Registrar of Assurances, Shamsabad, Ranga Reddy Dist., A. P. under pending document No. P760/03. AND WHEREAS as the transaction was failed and the consideration was not passed, the Sale Deed dt. 18. 10. 2003 become void. The OWNER got issued a Legal Notice dated 24-12-2003 through MR. Shoukat Ali Hashmi, Advocate to the said PURCHASER. AND WHEREAS the OWNER exercising the ownership possessory rights, transferred and conveyed the aforesaid property through the Document dated 10-6-2004 registered as Registered as Document No. 6545/04 in the Office of the Jt.

Sub-Registrar, Ranga Reddy District, A. P., and also delivered possession of the said property. NOW THIS DEED OF CANCELLATION WITNESSETH AS UNDER: The Sale Deed dt. 18. 10. 2004 executed in favour of NOOR EDUCATIONAL SOCIETY, rep. by its Vice President Smt. Kaneez Fatima, W/o Mr. Mirza Ahmed Baig, r/o Flat No. 104, 1st floor, Mass Towers, Farsh Colony, Saidabad, Hyderabad, in respect of all that agricultural land bearing Sy. No. 51 (part) admeasuring Ac. 5-00 Gts or 2. 02 Hect., (out of Ac. 23-29 Gts) situated at Shamshabad Village and Mandal, Ranga Reddy District, and bounded on North: Part of Survey No. 51, South: Sy. No. 62, East : Part of Sy. No. 51 and West : Neigh's Agricultural Lnad, was void abinitio as the neither the consideration was paid to the OWNER nor the OWNER ever delivered possession to the said NOOR EDUCATIONAL SOCIETY. The OWNER declares that all the claims made by the said NOOR EDUCATIONAL SOCIETY on the basis of Sale Deed dt. 18. 10. 2004 shall be false, illegal and void. Tthe OWNER declares that by virtue of the Doc. No. 6545/04 10-6-2004, he ceased to own the property and he has already delivered possession to the claimant of Doc. No. 6545/04. IN WITNESS WHEREOF this Deed of Cancellation executed on this the Day of December, 2004 at Shamsabad, Ranga Reddy District, A. P., in the presence of the following witnesses:

WITNESSES: 1. OWNER2. DEED OF CANCELLATION OF SALE DEED DT. 18-10-2003. This Deed of Cancellation of Sale Deed made and executed on this the day of December, 2004 at Shamsabad, R. R. District, A. P., by: HABEEB ABDUL RAHMAN, Son of M. Habib Salam Bin Ahmed Attas, aged about 48 years, Occ: Business, r/o H. No. 8-1- 363/60, Aditya Nagar Colony, Toli Chowki, Hyderabad, A. P., hereinafter referred to as OWNER which term shall

mean and include his legal heirs, successors, executors, powers of attorney and assigns. WHEREAS the Owner executed Sale Deed dt. 18. 10. 2003 in favour of NOOR EDUCATIONAL SOCIETY, Rep. By its Treasurer MIRZA MOHD HUSSAIN BAIG, S/o Mr. Mirza Ahmed Baig, r/o Flat No. 104, 1st floor, Mass Towers, Farsh Colony, Saidabad, Hyderabad, inter alia, selling all that agricultural land bearing Sy. No. 51 (part) admeasuring Ac. 5-00 Gts or 2. 02 Hect., (out of Ac. 23-29 Gts) situated at Shamshabad Village and Mandal, Ranga Reddy District, and bounded on North: Part of Survey No. 51, South: Sy. No. 72, East : Cart Tract abutting Sy. No. 51 (part) and land Sy. Nos. 85 and 86 and West : Part of Sy. No. 51, for a consideration of Rs 8, 60, 000/- (Rupees Eight lakhs Sixty thousand only). AND WHEREAS the Owner withheld the possession of the aforesaid property with him as the consideration was paid through cheque No. 110354 drawn on UCO Bank, Abid Circle, Hyderabad, and the receipt was passed subject to realization of the aforesaid cheque. AND WHEREAS the PURCHASER namely NOOR EDUCATIONAL SOCIETY failed to honour the payment of cheque and as such, the sale consideration was not passed from the PURCHASER to the OWNER. AND FURTHER WHEREAS the registration of the Sale Deed dt. 18. 10. 2003 as referred to above was kept in abeyance by the Sub-Registrar of Assurances, Shamsabad, Ranga Reddy Dist., A. P. AND WHEREAS as the transaction was failed and the consideration was not passed, the Sale Deed dt. 18. 10. 2003 become void. The OWNER got issued a Legal Notice dated 24-12-2003 through MR. Shoukat Ali Hashmi, Advocate to the said PURCHASER. AND WHEREAS the OWNER exercising the ownership possessory rights, transferred and conveyed the aforesaid property through

the Document dated 10-6-2004 registered as Registered as Document No. 6545/04 in the Office of the Jt. Sub-Registrar, Ranga Reddy District, A. P., and also delivered possession of the said property. NOW THIS DEED OF CANCELLATION WITNESSETH AS UNDER: The Sale Deed dt. 18. 10. 2004 executed in favour of NOOR EDUCATIONAL SOCIETY, rep. by its Treasurer MIRZA MOHD HUSSAIN BAIG, S/o Mr. Mirza Ahmed Baig, r/o Flat No. 104, 1st floor, Mass Towers, Farsh Colony, Saidabad, Hyderabad, in respect of all that agricultural land bearing Sy. No. 51 (part) admeasuring Ac. 5-00 Gts or 2. 02 Hect., (out of Ac. 23-29 Gts) situated at Shamshabad Village and Mandal, Ranga Reddy District, and bounded on North: Part of Survey No. 51, South: Sy. No. 72, East : Cart Track abutting Sy. No. 51 (part) and Land Sy. Nos. 85 and 86 and West : Part of Sy. No. 51, was void abinitio as the neither the consideration was paid to the OWNER nor the OWNER ever delivered possession to the said NOOR EDUCATIONAL SOCIETY. The OWNER declares that all the claims made by the said NOOR EDUCATIONAL SOCIETY on the basis of Sale Deed dt. 18. 10. 2004 shall be false, illegal and void. Tthe OWNER declares that by virtue of the Doc. No. 6545/04 10-6-2004, he ceased to own the property and he has already delivered possession to the claimant of Doc. No. 6545/04. IN WITNESS WHEREOF this Deed of Cancellation executed on this the Day of December, 2004 at Shamsabad, Ranga Reddy District, A. P., in the presence of the following witnesses:

WITNESSES: 1. OWNER2. DEED OF CANCELLATION OF SALE DEED DT. 18-10-2003. This Deed of Cancellation of Sale Deed made and executed on this the day of December, 2004 at Shamsabad, R. R. District, A. P., by: HABEEB ABDUL RAHMAN, Son of M. Habib Salam Bin Ahmed Attas, aged about 48

years, Occ: Business, r/o H. No. 8-1- 363/60, Aditya Nagar Colony, Toli Chowki, Hyderabad, A. P., hereinafter referred to as OWNER which term shall mean and include his legal heirs, successors, executors, powers of attorney and assigns. WHEREAS the Owner executed Sale Deed dt. 18. 10. 2003 in favour of NOOR EDUCATIONAL SOCIETY, Rep. By its Jt. Secretary MIRZA ASADULLA BAIG, S/o Mr. Mirza Ahmed Baig, r/o Flat No. 104, 1st floor, Mass Towers, Farsh Colony, Saidabad, Hyderabad, inter alia, selling all that agricultural land bearing Sy. No. 51 (part) admeasuring Ac. 5-00 Gts or 2. 02 Hect., (out of Ac. 23-29 Gts) situated at Shamshabad Village and Mandal, Ranga Reddy District, and bounded on North: Part of Survey No. 51, South: Sy. No. 62 and 72, East : Part of Sy. No. 51 and West : Part of Sy. No. 51, for a consideration of Rs 8, 60, 000/- (Rupees Eight lakhs Sixty thousand only). AND WHEREAS the Owner withheld the possession of the aforesaid property with him as the consideration was paid through cheque No. 110356 drawn on UCO Bank, Abid Circle, Hyderabad, and the receipt was passed subject to realization of the aforesaid cheque. AND WHEREAS the PURCHASER namely NOOR EDUCATIONAL SOCIETY failed to honour the payment of cheque and as such, the sale consideration was not passed from the PURCHASER to the OWNER. AND FURTHER WHEREAS the registration of the Sale Deed dt. 18. 10. 2003 as referred to above was kept in abeyance by the Sub-Registrar of Assurances, Shamsabad, Ranga Reddy Dist., A. P. AND WHEREAS as the transaction was failed and the consideration was not passed, the Sale Deed dt. 18. 10. 2003 become void. The OWNER got issued a Legal Notice dated 24-12-2003 through MR. Shoukat Ali Hashmi, Advocate to the said PURCHASER. AND WHEREAS the OWNER exercising the ownership

possessory rights, transferred and conveyed the aforesaid property through the Document dated 10-6-2004 registered as Registered as Document No. 6545/04 in the Office of the Jt. Sub-Registrar, Ranga Reddy District, A. P., and also delivered possession of the said property. NOW THIS DEED OF CANCELLATION WITNESSETH AS UNDER: The Sale Deed dt. 18. 10. 2004 executed in favour of NOOR EDUCATIONAL SOCIETY, rep. by its Jt. Secretary MIRZA ASADULLAH BAIG, S/o Mr. Mirza Ahmed Baig, r/o Flat No. 104, 1st floor, Mass Towers, Farsh Colony, Saidabad, Hyderabad, in respect of all that agricultural land bearing Sy. No. 51 (part) admeasuring Ac. 5-00 Gts or 2. 02 Hect., (out of Ac. 23-29 Gts) situated at Shamshabad Village and Mandal, Ranga Reddy District, and bounded on North: Part of Survey No. 51, South: Sy. No. 62 & 72, East : Part of Sy. No. 51 West : Part of Sy. No. 51, was void abinitio as the neither the consideration was paid to the OWNER nor the OWNER ever delivered possession to the said NOOR EDUCATIONAL SOCIETY. The OWNER declares that all the claims made by the said NOOR EDUCATIONAL SOCIETY on the basis of Sale Deed dt. 18. 10. 2004 shall be false, illegal and void. Tfhe OWNER declares that by virtue of the Doc. No. 6545/04 10-6-2004, he ceased to own the property and he has already delivered possession to the claimant of Doc. No. 6545/04. IN WITNESS WHEREOF this Deed of Cancellation executed on this the Day of December, 2004 at Shamsabad, Ranga Reddy District, A. P., in the presence of the following witnesses: WITNESSES: 1. OWNER2. DEED OF CANCELLATION OF SALE DEED DT..... This Deed of Cancellation of Sale Deed made and executed on this the day of December, 2004 at Shamsabad, R. R. District, A. P., by: HABEEB ABDUL RAHMAN, Son of M.

Habib Salam Bin Ahmed Attas, aged about 48 years, Occ: Business, r/o H. No. 8-2-293/K/38, Kamalapuri Colony, Hyderabad, A. P. Hereinafter referred to as OWNER which term shall mean and include his legal heirs, successors, executors, powers of attorney and assigns. WHEREAS by the Sale Deed dt. 18. 10. 2003 the Owner executed Sale Deed dt. 18. 10. 2003 in favour of NOOR EDUCATIONAL SOCIETY, Rep. By, inter alia, selling the following property for a consideration of Rs..... (Rupees)AND WHEREAS the Owner withheld the possession of the aforesaid property with him as the consideration was paid through cheque No..... dt..... drawn on and the receipt was passed subject to realization of the aforesaid cheque. AND WHEREAS the PURCHASER namely NOOR EDUCATIONAL SOCIETY failed to honour the payment of cheque and as such, the sale consideration was not passed from the PURCHASER to the OWNER. AND FURTHER WHEREAS the registration of the Sale Deed dt. 18. 10. 2003 as referred to above was kept in abeyance by the Registrar. AND WHEREAS as the transaction was failed and the consideration was not passed, the Sale Deed dt. 18. 10. 2003 become void. The OWNER got issued a Legal Notice dated ::::::::::: through ::::::::::: Advocate to the said PURCHASER. AND WHEREAS the OWNER exercising the ownership possessory rights, ransferred and conveyed the aforesaid property through the Document dated ::::::::::: registered as Registered as Document NO. ::::::::::: in the Office of the ::::::::::: and also delivered possession of the said property. NOW THIS DEED OF CANCELLATION WITNESSETH AS UNDER: The Sale Deed dt. 18. 10. 2004 executed in favour of NOOR EDUCATIONAL SOCIETY, rep. By

..... In respect of

Was void abinitio as the neither the consideration was passed to the OWNER nor the OWNER ever delivered possession to the said NOOR EDUCATIONAL SOCIETY. The OWNER declares that all the claims made by the said NOOR EDUCATIONAL SOCIETY on the basis of Sale Deed dt. 18. 10. 2004 shall be false, illegal and void. Tthe OWNER declares that by virtue of the Doc.

No..... dt....., he ceased to own the property and he has already delivered possession to the claimant of Doc. No..... IN

WITNESS WHEREOF this Deed of Cancellation executed on this the Day of

December, 2004 at Shamsabad, Ranga Reddy District, A. P., in the presence of the following witnesses: WITNESSES: 1. OWNER2. To, The Station House

Officer, Sir, I have to report you as under: 1. My husband Mr. Shaik Omar

Bavazir was employed in Abu Dhabi, United Arab Emirates since 1978 till 24.

2. 2003, on which date, he breathed his last in Abu Dhabi, United Arab

Emirates. During his life time, he had purchased through Sale Deed dt. Land admeasuring Sq. yds forming part and parcel of the property bearing

M> No. situated at Puranapul, Hyderabad, and constructed a residential

house thereon after obtaining permission from Municipal Corporation of

Hyderabad. That our family comprise of my late husband Shaik Omar

Bavazir, myself, his wife and my two sons aged And aged Years at

the time of his death. That I hail from Bangalore, Karnataka and I shifted to

Hyderabad only after my marriage. It is further to mention that two years

prior to his death I was stay in Bangalore with my mother. That my husband

on 24. 2. 2003 on account of heart attack his death came very sudden.

During his life time, he had a lot of confidence on his younger brother Shaik

Ahmed Bavazir and I being an illiterate and household lady, was kept away from his financial dealings. All the original documents were in the custody of his brother Shaik Ahmed Bavazir. That after his death, my husband younger brother namely Shaik Ahmed Bavazir hatched a criminal conspiracy to knock away the aforesaid house which became the property of myself and my two minor children and in furtherance of criminal conspiracy, he namely Shaik Ahmed Bavazir and Shiv Kumar Jaiswal, S/o, r/o

..... Instituted a case praying the said Shiv Kumar Jaiswal as the person who entered into an agreement with my husband. They fabricated a receipt by forging the signature of my deceased husband. They laid a suit against me and my minor children in the Court of the IInd Addl. Chief Judge, City Civil Court, Hyderabad, and the suit has come to be numbered as O. S. No. 290/04. The receipt shows that the money was paid in the presence of Shaik Ahmed Bavazir as he has attested the receipt as a witness. I state that the Shaik Ahmed Bavazir, after the death of my husband, was harassing in extremity and was threatening me that he would enter into the aforesaid property on the ground that my deceased husband owe a sum of Rs. 10, 00, 000/- (Rupees Ten lakhs only) to him. With the intervention of elders of the family, the matter was settle at Rs. 2, 00, 000/- (Rupees Two lakhs only) and the money was paid to him for which he executed a declaration in which he very categorically stated that the property is exclusively belongs to my deceased husband. It may be relevant to mention that the money was paid on 20. 4. 2004 and the suit came to be filed on 29. 4. 2004. That I put in appearance in the Court through my advocate MR. M. M. Firdos. I being pressurized not to participate in the court

proceedings and I am being face dire consequences in case if I participate in the proceedings. They are threatening even to kidnap my children and murder them. I, very earnestly submit that my elder's son is just complete the age of 18 years and my younger son is 14 years. Physically they are not in a position to defend themselves in case if any offence is committed on them. I am also asked to go back to Bangalore if I want peace in my life. I therefore request you to please initiate proceedings as provided under law for the offences committed u/s of Cr. P. C. Yours faithfully,(MRS. SHAHEEN SULTANA)