

**V. RAJENDRAN**  
B.COM., LL.B  
ADVOCATE

H.NO. 30-1607/1,  
SURYA NAGAR ENCLAVE,  
R.K.PURAM (POST),  
SECUNDERABAD-56  
CELL: 9246334516

**UNDER REGISTERED POST ACK DUE**

Date : 25-6-2009

To,

M/s Modi & Modi Constructions  
5-4-187/3 & 4, II Floor, Soham Mansion,  
M.G. Road, Secunderabad-500003  
Represented by its partner Mr. Soham Modi  
S/o Sri. Satish Modi, Aged about 39 years,  
Occ : Business,  
R/o Plot No. 280, Road No. 25,  
Jubilee Hills, Hyderabad.

Under instructions of my client Smt. Pirangi Maniamma, W/o Late Pirangi Yadaiah, aged about 68 years, Occ : House wife, R/o H.No. 5-3-175/1, Rampally Village, Keesara Mandal, R.R. District, I do hereby issue this legal notice, please take notice: -

1). That my client's Husband **Late Sri. Pirangi Yadaiah**, S/o Late Priangi Laxmipathi was the joint pattedar and possessor of the following Agriculture lands along with other Co-Owners i.e., **Late Sri. Pirangi Balaiah** S/o Late Priangi Laxmipathi, **Late Sri. Pirangi Venkataiah** S/o Late Priangi Laxmipathi and **Late Sri. Pirangi Kistaiah** S/o Late Priangi Laxmipathi:-

<u>Sy. No</u>	<u>Extent Ac- Gts</u>	<u>Village</u>	<u>Area covered by Road</u>
75	1-01	Rampally	-
76	1-10	-do-	-

77	1-24	-do-	
78	1-12	-do-	
79	2-31	-do-	0-08
92	2-04	-do-	0-02
93	1-14	-do-	
94	1-09	-do-	
95	0-39	-do-	
96	1-20	-do-	0-09
97	1-20	-do-	0-10
98	0-17	-do-	0-04
99	1-21	-do-	
<b>Total</b>			<b>0-33</b>

These lands were self acquired lands with equal share holding i.e., 1/4<sup>th</sup> share each.

2). That after the death of all the Original Joint Owners / Co-Owners i.e., **Late Sri. Pirangi Yadaiah**, S/o Late Priangi Laxmipathi, **Late Sri. Pirangi Balaiah** S/o Late Priangi Laxmipathi, **Late Sri. Pirangi Venkataiah** S/o Late Priangi Laxmipathi and **Late Sri. Pirangi Kistalah** S/o Late Priangi Laxmipathi, their respective legal heirs succeeded to their interest.

3). That my client along with 1). Sri. Pirangi Bikshapthi, S/o Late Pirangi Yadaiah 2). Late Sri. Pirangi Rajalah @ Raju, S/o

Late Pirangi Yadaiah, 3). Smt. Sumathi D/o of Late Pirangi Yadaiah, and 4). Smt. Varalaxmi D/o Late Pirangi Yadaiah are the legal heirs of **Late Sri. Pirangi Yadaiah**. Late Sri. Pirangi Rajalah S/o **Late Sri. Pirangi Yadaiah** also died on 27-4-2009 leaving behind Smt. Pirangi Lavanya W/o Late Sri. Pirangi Rajalah as legal heir of Late Sri. Pirangi Rajalah.

4). That my client on 23-5-2009 approached the other Co-Owners i.e., legal heirs of **Late Sri. Pirangi Balalah, Late Sri. Pirangi Venkatalah**, and **Late Sri. Pirangi Kistalah** to partition the above mentioned Agriculture lands into meets and bounds ( i.e., Ac. 17- 29. gts after deducting 0.33. gts allotted for road, out of Ac.18. 22. gts ) and to allot 1/5<sup>th</sup> share out of Ac. 4.15.5. gts ( being 1/4<sup>th</sup> share of **Late Sri. Pirangi Yadaiah** out of Ac. 17.29. gts ). But they have been avoiding the same on one pretext or the other. My client on making further enquiries have come to know that Sri. Pirangi Bikshapthi S/o Late Pirangi Yadaiah and Late Pirangi Rajalah S/o Late Pirangi Yadaiah ( who are none other than the son's of my client ) have colluded with the other Co-Owners of their respective branch and has executed a Partition Deed bearing document No. 3745/2005, dated 15-6-2005, without my client's knowledge and without making my client and her two daughters i.e., Smt. Sumathi D/o of Late Pirangi Yadaiah, and Smt. Varalaxmi D/o Late Pirangi Yadaiah as parties to the said Partition Deed dated 15-6-2005, with an intention to grab and deprive my client of her valuable rights. As such the said Partition Deed is null and void and not binding on my client.

5). My client further states that after coming to know about the said facts, my client immediately approached SRO, Shamirpet, and obtained Certified copy of Partition Deed bearing document No. 3745/2005, dated 15-6-2005.

6). A perusal of the said partition deed would clearly show that my client and her two daughters i.e., Smt. Sumathi D/o of Late Pirangi Yadaiah, and Smt. Varalaxmi D/o Late Pirangi Yadaiah are not parties to the said partition deed. Further Sri. Pirangi Bikshapthi S/o Late Pirangi Yadaiah and Late Sri. Pirangi Rajalah

S/o Late Pirangi Yadaiah were allotted the following extent of lands: -

Sri Pirangi Bikshapthi (son of my client )

<u>Sy. Nos</u>	<u>Extent In Ac. Gts</u>
79	0-01
80	0-08
81	0-38
82	0-01
96	0-20
<u>Total Ac.</u>	<u>1-28 Guntas</u>

Late Sri. Pirangi Rajalah @ Raju (son of my client )

<u>Sy. Nos</u>	<u>Extent In Ac. Gts</u>
76	1-00
77	0-04
78	1-11
79	0-09
97	0-04
<u>Total Ac.</u>	<u>2-28 Guntas</u>

7). My client further states that though an extent of Ac. 4.16. gts was allotted to the share of **Late Sri. Pirangi Yadaiah** (being 1/4<sup>th</sup> share holder) as per the partition deed. My client and her two daughters i.e., Smt. Sumathi D/o of Late Pirangi Yadaiah, and Smt. Varalaxmi D/o Late Pirangi Yadaiah were not allotted any share being the legal heirs of **Late Sri. Pirangi Yadaiah**. Whereas Sri. Pirangi Bikshapthi S/o Late Pirangi Yadaiah was allotted Ac. 1-28 and Late Pirangi Rajalah S/o Late Pirangi Yadaiah Ac. 2-28 Gts., respectively as mentioned above.

8). My client states that the said acts of Sri. Pirangi Bikshapthi S/o Late Pirangi Yadaiah and Late Pirangi Rajalah S/o Late Pirangi Yadaiah, along with other shareholders amounts to cheating. As such the said Partition Deed document No. 3745/2005, dated 15-6-2005 is null and void and not binding on my client.

9). My client on further enquiry, have come to know that Late Sri. Pirangi Rajalah S/o Late Pirangi Yadaiah during his lifetime has executed an Agreement Of Sale Cum General Power Of Attorney With Possession bearing Doct. No. 6922/2008, dated 22-8-2008, in your favour i.e., "**M/s Modi & Modi Constructions**" for an extent of Ac. 0.14 gts. in Sy. No. 75, 77, 78, 79, 96 of Rampally Village, Keesara Mandal, Ranga Reddy District. Further my client's two daughters, Smt. Sumathi D/o of Late Pirangi Yadaiah, and Smt. Varalaxmi D/o Late Pirangi Yadaiah were also made as Consenting Parties to the above mentioned Agreement Of Sale Cum General Power Of Attorney With Possession bearing Doct. No. 6922/2008, dated 22-8-2008.

10). My client states that since the Partition Deed bearing document No. 3745/2005, dated 15-6-2005 itself is null and void. The subsequent execution of Agreement Of Sale Cum General Power Of Attorney With Possession bearing Doct. No. 6922/2008, dated 22-8-2008, executed by Late Sri. Pirangi Rajalah S/o Late Pirangi Yadaiah in your favour has got no legal sanctity. Hence not binding on my client.

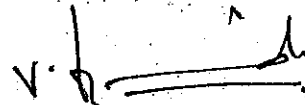
11). My client states that she has already issued legal notices to her co-owners about the illegal acts and have directed them not to induct third parties over the above mentioned lands. Further my client is working out all her legal remedies at her disposal.

12). Further it has also come to know to my client's knowledge that you "**M/s Modi & Modi Constructions**" are now trying to alienate the said lands being Ac.0.14. gts., in Sy. No. 75, 77, 78, 79, 96 of Rampally Village, Keesara Mandal, Ranga Reddy District, in favour of third parties. Hence any such attempts of

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inducting third parties over the above mentioned lands shall be illegal, arbitrary and against the law.

13). My client further states that Despite issuing this legal notice, if you still proceed or try to induct third parties, then it shall be at your own risk and you alone shall be responsible for the cost and consequences thereof.



V. RAJENDRAN  
(ADVOCATE)