

COPY OF DOCT. NO.562/98

## DEED

THIS SALE DEED executed at Uppal Revenue Mandal, Kapra Municipality, Ranga Reddy District, on this the 31st day of December, 1997 by:

M/s. Kisan Cement Pipe Company a Partnership firm having its office at Premises bearing Survey No. 174, Mallapur Village, Uppal Revenue Mandal, Kapra Municipality, Ranga Reddy District, A.P. represented by its partners.

- Shri. P. Suresh, S/o. Late Shri Bala kistiah aged 54 years, Residing at 1-1-380/16, Ashok Nagar Extension, Hyderabad.
- P. Mahendra S/o. Shri Manik Rao, aged 45 years, 2. residing at 2-2-3/5, Flat No.91, Saket Apartments, Shivam Road, New Nallakunta, Hyderabad.
- Smt. P. Bharati Devi, W/o. Shri. P. Suresh, aged 48 3. years, residing at 1-1-380/16/A, Ashok Nagar Extension, Hyderabad.
- Shri. P. Vinod Kumar, S/o. Shri. Manik Rao, aged about 40 years, at 2-2-3/5, Flat No.91, Saket Apartments, Shivam Road, New Nallakunta, Hyderabad. 4.
- Smt. P. Yashoda W/o. Sri. P. Manik Rao, aged 55 years, residing at 2-2-3/5, Flat No.91, Saket Apartment, 5. Shivam Road, New Nallakunta, Hyderabad.
- Shri. P. Sunil Kumar, \$/o. Shri. P. Suresh, residing at б. 1-1-380716, Ashok Nagar Extension, Hyderabad.
- 7. Shri. Ρ. Bala Kishore, S/o. Sri. Mahendra, aged 20 years, residing at 2-2-3/5, Flat No.91, Saket Apartments, Shivam Road, New Nallakunta, Hyderabad.

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hereinafter collectively referred to as the "VENDORS" which term shall mean and include whenever the context may so require their respective heirs, executors, administrators and assigns.

## IN FAVOUR OF

M/s. Modi Properties & Investments Pvt. Ltd. a company registered under the companies Act, having its registered Offict at 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M.G. Road, Secunderabad - 500 003, and represented by its Director Shri. Soham Modi, S/o. Shri. Satish Modi residing at Plot No.1025, Road No.45, Jubilee Hills, Hyderabad.

hereinafteer referred to as the "PURCHASER" which term shall mean and include whenever the context may so require its successors-in-interest; Witnesseth as follows:

The VENDORS had purchased the property forming part of Survey No.174, admeasuring 4 acres 32 guntas situated at Mallapur Village, Uppal Revenue Mandal, Kapra Municipality, Ranga Reddy District, from its former owner under a registered sale deed, dated 29/12/1972, registered as document No.1883, in Book I, Volume No.304, page 188 to 190, in the office of the Sub-Registrar, Hyderabad-East.

The VENDORS had also constructed a factory shed, servant's and office buildings on the said land. As per the proceedings of Special Officer, Competent Authority bearing No.G/10441/76, dated 27/09/1993 the VENDORS have been entitled to sell the land the constructions thereon, as being not hit by the Urban Land (Ceiling & Regulation) Act, 1976.

The PURCHASER has already purchased from the VENDORS 1 Acre 10 guntas out of the 4 acres 32 guntas vide Sale Deed No.25/97 (P 559/96) dated 04-10-1996.

The VENDORS are the absolute owners of the portion of the land, admeasuring 3 acre 22 guntas.

The VENDORS have been in possession and enjoyment of balance portion of the property.

The VENDORS have agreed to sell and the PURCHASER has agreed to, purchase a portion admeasuring 1 acre 03 guntas, Out of the balance portion of 3 acres 22 guntas hereimafter referred to as the 'SAID PROPERTY' more particulars described ferred to as the at the foot of this document and shown in the plan annexed hereto for a sum of Rs. 10, 32,000/- (Rupees Ten Lakhs Thirty Two Thousand Only).

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housand Only).

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KNOW ALL MEN BY THESE PRESENTS THAT in pursuance of the said agreement and in consideration of the said sum of Rs.10,32,000/- (Rupees Ten Lakhs Thirty Two Thousand Only) paid by the PURCHASER to the Vendor as under:

Cheque No.	Date	Amount Rs.	Drawn on	In favour of
545136	03/11/1997	1,00,000/-	Syndicate Bank Jeera Branch. Secunderabad	M/s. Kisan Cement Pipe Company.
,545137	03/11/1997	1,00,000/-	-do-	- do -
545137 545146.	03/12/1997	8,32,000/-	-do-	- do -

The receipt of which sum is hereby acknowledged and full and final discharge wherefore is hereby given by the VENDORS to the PURCHASER, the VENDORS do hereby sell, transfer and convey absolutely to the PURCHASER, the said property, namely land admeasuring 1 acre 03 guntas, forming part of Survey No.174, Situated at Mallapur Village, District, shown in detail in the plan annexxed hereto.

HENCEFORWARD, the VENDORS shall not have any right, title or interest in the said property which shall be enjoyed absolutely by the PURCHASER without any let or hindrance from the VENDORS or any one claiming through them.

- The VENDORS do hereby declare, assure and covenant with 1. the PURCHASER that the recitals contained herein are all true and correct, that no one else has any right title or interest in the said property, that all rates, taxes etc., payable in respect of the said property has not been alienated or encumbered in any manner whatsoever that the said property is not the subject matter of any legal or acquisition proceeding.
- 2. VENDORS hereby gree to indemnify indemnified the PURCHASER at all times in respect of all losses, expenses and costs including court costs to which the PURCHASER may be put on account of the breach of all or any of the covenants contained herein or on account of any of all of the recitals contained herein being false or incorrect, or on account of anyone else claiming any right, title or interest in the said property, or on account of any let or hindrance to the PURCHASER in the enjoyment of the said property by the VENDORS or anyone claiming through them.

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- 3. The VENDORS hereby further agree to sign all documents and do all acts as may be necessary to complete or defend the title of the PURCHASER to the said property.
- The VENDORS have this day delivered vacant and peaceful possession of the said property to the PURCHASER.
- VENDORS have delivered certified 5. documents of title pertaining to the said property the PURCHASER, as only a portion of Survey No. 174, is being sold under the sale deed. The VENDORS agree to produce the original documents of title as and when required by the PURCHASER.
- The VENDORS hereby declare that they were owing 6. vacant land admeasuring 4 acres 32 guntas in the peripheral area of Hyderabad Urban Agglomeration; that after isue of the G.O.M.S. No.733 Rev. (UCI) Dept., dated 31/10/1988 and availing of the exemption granted therein, they are so far transferred an extent of 1 Acres 10 guntas to the PURCHASER vide Sale Deed No.25/87 (P 559/96) dated 04-10-1996. Now VENDORS are transferring other portion of the property admeasuring 1 acre 03 guntas to the PURCHASER under this SAle Deed. If the transfer of the land is subsequently found to be in vilation in any of the Urban land Act (CC & R) Act 1976, or of the G.O. referred to above they will be laible for prosecution besides this transaction being declares as null and void.
- 7. The land is not assigned land within the meaning of A.P. Assigned Lands (Prohibition of Transfers) Act.9 of 1977 and it does not belong to or under mortgage to Government agencies/Undertakings.

## DESCRIPTION OF THE PROPERTY HEREBY SOLD

ALL THAT LAND admeasuring 1 Acre 03 Guntas or 5203 Sq.yds. or 4349.70 Sq.Mtrs., forming part of Survey No.174, Situated at Mallapur Village, Uppal Revenue Mandal, Khapra Municipal ity, Ranga Reddy District bounded on the:

Remaining Part of Sy. No. 174 .-

SOUTH :: Residential Complex in Sy. Nos. 166, 167, 168 & 174 (Part).

EAST Existing Road. ---

:: Part of Survey No.174. WEST

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Part of Survey No. 177.

P. Survey Contd. . 4

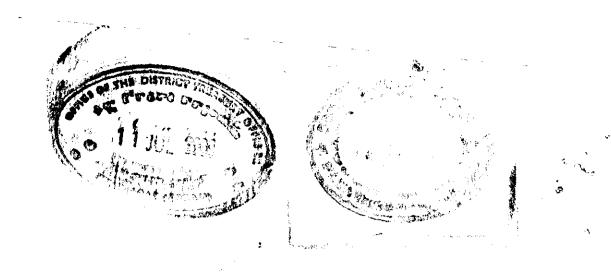
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Together with all internal and external rights, roads, roadways, paths and all easements appurtenancers belonging to or reputed to belong to the said property.

IN WITNESSES WHEREOF, the VENDORS has signed these presents on the date and at the place mentioned above in the presence of the following witnesses:

MITHERES	
1. p. Solona Sopbergarahr 5-4-187/3 2 4 mg. Board. 2. S. Showen.	VENDORS for KISAN CEMENT PIPE CO. (Partners)
S. Showen.	1) P Sureyer.
	(P. Suresh)
,	2) p. Nahedra.
	(P. Mahendra)
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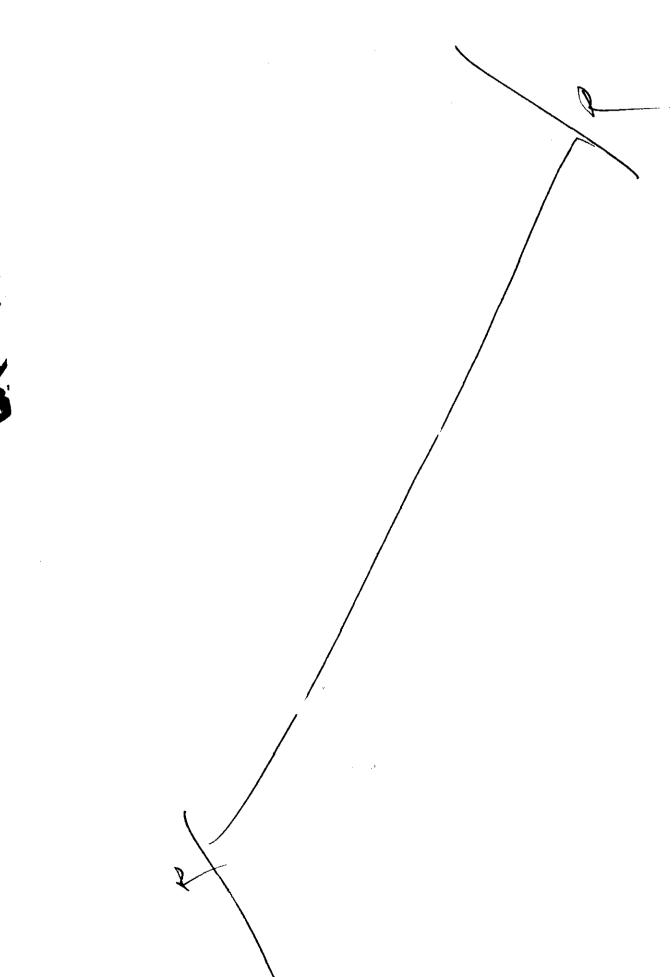
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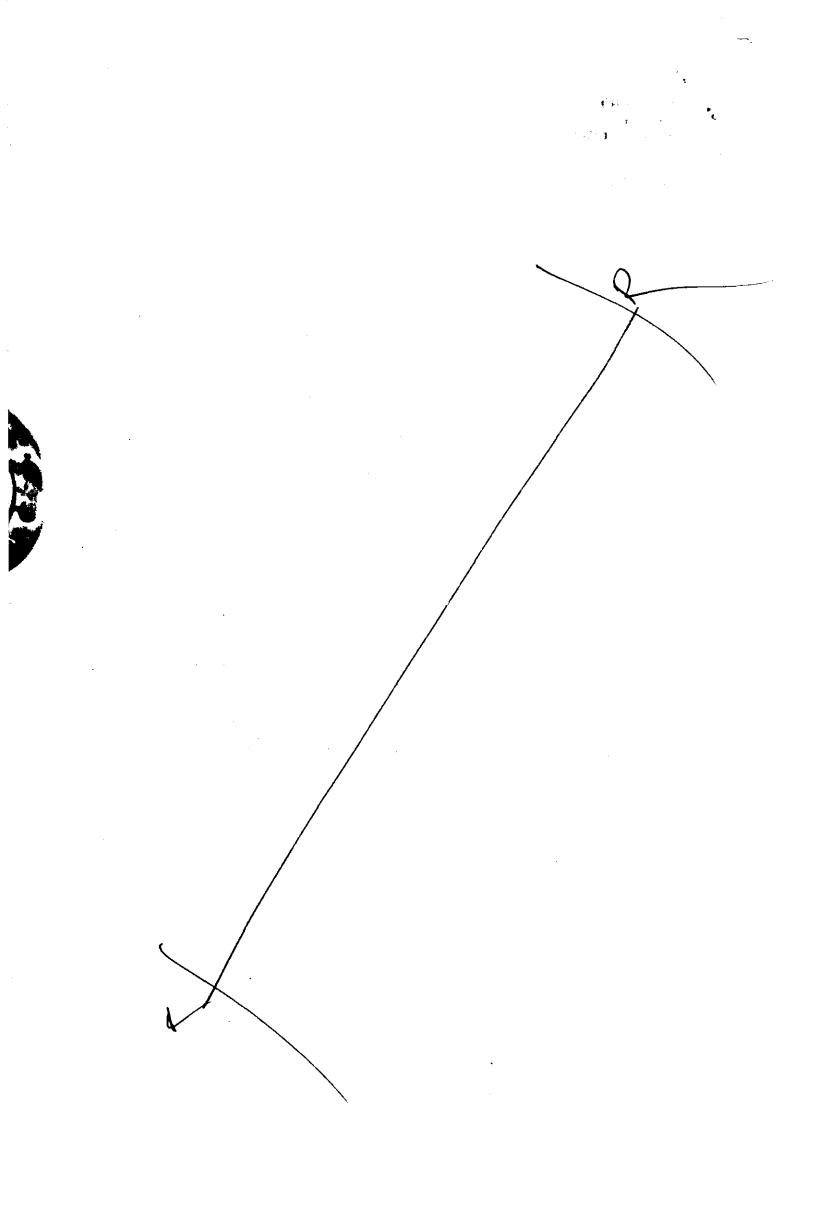
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Sub-Registre

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OFFICE OF THE SUB-REGISTRAN
PPAL R.R. DISTRICT

