Date:- 19th March, 2003

Mr Soham Modi/ Mr Satish Modi, 5-4-187/384, M G Road, Secunderabad 500 003 Tel No. 754 3658

Dear Sir,

Consequent upon the full repayment of all your dues to **IDBI Bank**, we are returning herewith the following document:

- Original Sale Deed dated 06/03/1997 between Mr G Keshavpal Reddy and Mr Soham Modi.
- Original Sale Deed dated 21/08/1989 between Mrs Sobha Rao and Mr G Keshavpal Reddy
- Original Rectification Deed dated 03/10/1992 by Mrs Sobha Nageshwar Rao
- Original Sale Deed dated 03/01/1987 between Jubilee Hills Co-operative House Building Society Limited and Mrs Sobha Rao
- Original Fire Insurance Policy from The Oriental Insurance Company Limited
- Original Sanction Plan
- Original Letter from Syndicate Bank
- 12 Undated Cheques drawn on IDBI Bank Limited from # 766621 to # 766632 for Rs. 20260/-
- 1 Undated Blank Cheque drawn on IDBI Bank Limited # 766633

Kindly acknowledge the receipt of document.

Your faithfully,

Rajesh Raghavan

Asst.Manager-Retail Assets

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original south plan. (xit reserved)

26/3/03

IDBI BANK LTD.



#### TO WHOM IT MAY CONCERN

Re: Housing Loan Account # 0164351436200

This is to state that Mr. Soham Modi and Mr Satish Modi to whom IDBI Bank had granted a housing loan of Rs. 15,00,000/- has repaid the same in full with all dues and that there are no dues to IDBI Bank in respect of the said loan.

IDBI Bank, thus has no charge on the property bearing Plot No. 280, Road No. 25, Jubilee Hills Co-operative House Building Society, Hyderabad.

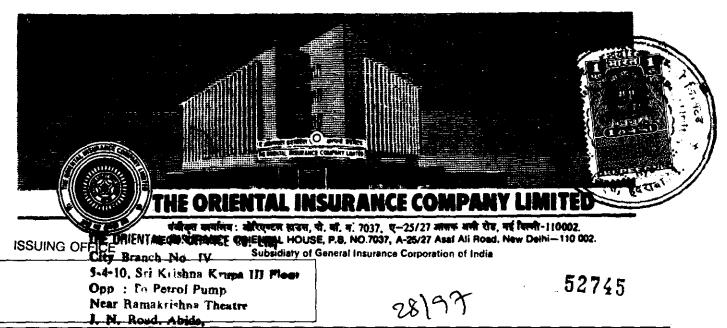
For IDBI Bank Ltd.

Asst. Manager- Retail Assets

Date: 19th March, 2003

Place:- Mumbai

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सिंडिकेटबैंक 🚳 S	SyndicateBank
प्रधान व प्रविद्धाय मणिपाल (अनिक्क एक्क्य)	HeadOffice:MANIPAL (Kamataka State)
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an Soham Modi	02 CH (18) 24/97
Phot MO1025 Rd No 45	
प्रिय महोदय/Dear Sir,	
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HYDERABAD - 500 601 FIRE POLICY 'A'

ISIDERATION of the Insured named in the scheduled hereto having paid to THE ORIENTAL INSURANCE ...APANY LIMITED (hereinafter called the Company) the premium mentioned in the said schedule. THE COMPANY AGREES, (subject to the Conditions and Exclusions contained herein or endorsed or otherwise expressed hereon) that if after payment of the premium the property insured described in the schedule or any part of such property be destroyed or damaged by the following:—

#### **RISKS COVERED**

- 1. Fire
- 2. Lightning
- Explosion/Implossion but excluding loss of or damage (a) to other than domestic boilers, economisers or other vessels, machinery or apparatus in which steam is generated or their contents resulting from their own explossion/Implossion.
  - b) caused by centrifugal forces.
- 4. Riot, Strike, Malicious and Terrorist damage as per Riot, Strike, Malicious and Terrorist Damage clause Printed
- Impact by any Rail Road vehicles or animals.
- 6. Aircraft and other aerial and/or space devices and/or articles dropped therefrom, excluding destruction or damage occasioned by pressure waves caused by such devices.
- 7. Storm, Cyclone, Typhoon, Tempest, Hurricane, Tornado, Flood and Inundation.
- Subsidence and Landslide (including Rockslide) damage.
- .. Larthquake, Fire and Shock

At any time before Midnight of the last day of the period of insurance named in the said Schedule or of any subsequent period in respect of which the Insured shall have paid and the Company shall have accepted the premium required for the renewal of the policy, the company will pay to the insured the value of the property at the time of happening of its destruction or the amount of such damage or at its option reinstate or replace such property or any part thereof.

PROVIDED that the liability of the Company shall in no case exceed in respect of each item the sum expressed in the said Schedule to the insured thereon or in the whole the total sum insured hereby or such other sum or sums as may be substituted thereof by memorandum hereon or attached hereto signed by or on behalf of the Company.

#### **EXCLUSIONS**

#### THIS INSURANCE DOES NOT COVER

- 1. Loss by theft during or after the occurrence of any insured peril except as provided for in the Riot, Strike Malicious and Damage Clause.
- 2. Loss or damage to property occasioned by its undergoing any heating or drying process.
- Loss or damage occasioned by or through or in consequence of a) the burning of property order by of any Public Authority
  - b) Subterranean Fire
- 4. Loss or damage directly or indirectly caused by or arising from or consequence of or contributed to by nuclear weapons material.
- 5. Loss or damage directly or indirectly caused by or arising from or in consequence of or contributed to by ionising radiations or contaminations by radio activity from any nuclear fuel or from any nuclear waste from the combustion or nuclear fuel. For the purpose of this Exclusion 5 only, combustion shall include any self sustaining process of nuclear fission.
- 6. Loss or damage to any electrical mechine, apparatus findus as fitting in

from or occasioned by over-running, excessive pressure, short circuting arising self heating or leakage of electricity from whatever cause (lightning included), provided that this exemption shall apply only to the particular electrical machines, apparatus, fixtures, fittings or portion of the electrical installation so affected and not to other machines, apparatus, fixtures, fittings or portion of the electrical installation which may be destroyed or damaged by fire so set up.

- 7. Loss or damage/occasioned by or through or in consequence directly of indirectly of any of the following occurrences, namely:
  - a) War, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) Civil War.
  - b) Mutiny, Civil commotion, military or popular rising, Insurrection, rebellion, revolution military or usurped power, martial law or state of siege or any of the events or causes which determine the proclamation or maintenance of martial law, or State of Siege.

In any action suit or other proceeding where the Company alleges that by reason of the provisions of this exclusion any loss or damage is not covered by this Insurance, the burden of proving that such loss or damage is covered shall be upon the insured.

- 8. Loss or damage to Bullions or unset previous stones any curious or work of and for an atmount exceeding Rs.1000/manuscripts, plans drawings or designs, patterns, models of mouldstreeoutities, obligations or documents of any
  kind, stamps, coins or paper money, cheques, books of account or other business books, computer system recordexplosives, unless otherwise expressly stated in the policy.
- 9. Property Insured if the same be removed to any building or place other than that in which it is herein stated be insured, unless the same has been temporarily removed for repairs / reconditioning for a period not exceeding 60 days.
- 10. Loss or damage due to mere cracking or settlement of the building nor for any loss unless the entire building or part there of has collapsed through the shifting or falling away of the soil beneath it.

#### CONDITIONS

- 1. THIS POLICY shall be voidable in the event of misrepresentation, misdescription or non-disclosure of any material particular.
- 2. All insurances under this policy shall cease on expiry of seven days from the date of fall or displacement of any building or part thereof or of the whole or any part of any range of buildings or of any structure of which such building forms part.
  - PROVIDED such a fail or displacement is not caused by fire or other perils covered by this policy or would be covered if such building, range of buildings or structure were insured under this policy. Notwithstanding the above the Company, subject to an express notice being given as soon as possible but not later than 7 days of any such fall or displacement, may agree to continue the insurance subject to revised rates, terms and conditions are may be decided by it and confirmed a writing to this effect.
- 3. This Insurance may be terminated at any time at the request of the Insured in which case the Company will retain the customary short period rate for the time the policy has been in force. This insurance may also at any time be terminated of the option of the Company on 15 days notice to that effect being given to the Insured, in which case the Company shall be liable to repay on demand a rateable proportion of the premium for the unexpired term from the date of concellation.
  - i) On the happening of any loss or damage the Insured shall forthwith give notice thereof to the Company and shall within 15 days after the loss or damage or such further time as the Company may in writing allow in that behalf deliver to the Company.
- 4. A claim in writing for the loss or damage containing as particular an account as may be reasonably practicable of all the several articals or items or property damaged or destroyed and of the amount of loss or damage thereto respectively having regard to their value at the time of the loss or damage not include profit of any kind.
  - i) Particulars of all the insurances, if any.

The insured shall also at all time at his own expenses produce, procure and give the Company all such further particulars, hand specification books, vouchers, invoices, duplicates or copies thereof documents, investigation reports (internal/external) proofs and information with respect to the claim and the origion and cause of the fire and the circumstances under which the loss or damage occured and any matter touching the liability or the amount of the liability of the Company as may be reasonably required by or on behalf of the Company together with a declaration on oath or in other legal form of the truth of claims and of any matters connected herewith, No claim, under this policy shall be payable unless the terms of these conditions have been complied with

- ii) The Company reserves the right to treat the claim if no information documents are submitted by the Insured within a period of 6 months from the date of loss
- i) In no case whatsoever shall the Company be liable for any loss or damage after the expiration of 12 months from the happening of the loss or damage unless the claim is subject of pending action or arbitration it being expressly account of the loss of damage unless the claim is subject of pending action or arbitration it being expressly account of the loss of the loss of damage unless the claim is subject of pending action or arbitration at the company shall disclaim liability for any claim becaused as

- 5. On the happening of loss or damage to any of the property insured by this policy the Company may:
  - a) enter and take and keep possession of the building or premises where the loss or damage has happened.
  - b) take possession of or require to be delivered to it any property of the Insured in the building or on the premises at the time of the loss or damage.
  - c) keep possession of any such property and examine, sort, arrange remove or otherwise deal with the same.
  - d) sell any such property or dispose of the same for account of whom it may concern.

The powers conferred by this condition shall be exercisable by the Company at any time until notice in writing is given by the insured that he makes no claim under the policy or if any claim is made until such claim is finally determined or withdrawn and the Company shall not by any act done in the exercise or purported exercise of its powers hereunder, incur any liability to the insured or diminish its rights to rely upon any of the conditions of this policy in answer to any claim.

If the Insured or any person on his behalf shall not comply with the requirements of the Company or shall hinder or obstruct the Company in the exercise of its powers hereunder, all benefits under this policy shall be forfeited. The insured shall not in any case be entitled to abandon any property to the Company whether taken possession of by the Company or not.

- 6. If the claim be in any respect fraudulent or if any false declaration be made or used in support thereof or if any frauculent means or devices are used by the insured or any one acting on his behalf to obtain any benefit under the policy or if the loss or damage be occasioned by the wilful act or with the connivance of the Insured all benefits ander this policy shall be forfeited.
- 7. If the Company at its option, reinstate or place the property damaged or destroyed or any part thereof, instead of paying the amount of the loss or damage or join with any other Company or Insurers is so doing. The Company shall not be found to reinstate exactly or completely but only as circumstance permit and in reasonably sufficient manner, and in no case shall the Company be bound to expend more in reinstatement that it would have cost to reinstate such property as it was at the time of the occurrence of such loss or damage not more than the sum insured by the Comppany thereon.

If the Company so elect to reinstate or replace any property the insured shall at his own expense furnish the Company with such plans, specifications, measurements, quantities and such other particulars as the Company may require and no acts done or caused to be done by the Company with a view to reinstatement or replacement shall be deemed an election by the Company to reinstate or replace.

If in any case the Company shall be unable to reinstate or repair the property hereby insure, because of any muncipal or other regulations in force affecting the alignment of streets or the construction of buildings or otherwise, the Company shall in every such case, only be liable to pay such sum as would be requisite to reinstate or repairs such property if the same could lawfully be reinstated to its former condition.

- 8. The Insured shall at the expense of the Company do and concur in doing and permit to be done, all such acts and things, as may be necessary or reasonably required by the Company for the purpose of enforcing any rights and temedies or of obtaining relief or indemnity from other parties to which the Company shall be or would become entitled or subrogated, upon its paying for or making good any loss or damage under this policy, whether such acts and things shall be or become necessary or required before or after his indemnification by the Company.
- 9. If at the time of any loss or damage happening to any property hereby insured there by any other subsisting insurance or insurances, whether effected by the insured or by any other person or persons covering the same property, this Company shall not be liable to pay or contributed more than its rateable proportion of such loss or damage.
- 10. If the property hereby insured shall at the breaking out of any fire or at the commencement of any destruction of or damage to the property by any other peril hereby insured against be collectively of greater value than the sum insured thereon, then the Insured shall be considered as being his own Insurer for the difference and shall bear a rateable proportion of the loss accordingly. Provided, however, that if the sum insured hereby on the property insured shall at the operation of any of the peril insured under this policy or at the commencement of such destruction or damage be not less than 85% (eight five percent) of the collective value of the property insured, this condition shall be of no purpose and effect.
- If any difference shall arise as to the quantum to be paid under this policy (liability being otherwise admitted) such difference shall independently of all other questions be referred to the decision of an arbitrator to be appointed in writing by the parties in difference, or if, they cannot agree upon a single arbitrator to the decision of two disinterested persons as arbitrators of whom one shall be appointed in writing by each of the parties within two calendar months after having been required so to do in writing by the other party in accordance with the provisions of the Arbitration Act 1940, as amended from time to time and for the time being in force. In case either party shall refuse or fail to appoint arbitrator within two calendar months after receipt of notice in writing requiring an appointment, the other party shall be at liberty to appoint sole arbitrator and in case of disagreement between the arbitrators, the difference shall be referred to the decision of an umpire who shall have been appointed by them in writing before entering on the reference and who shall sit with the arbitrators and preside at their meetings.

It is clearly agreed and understand that no difference or disput shall be referable to arbitration as herein before provided if the Company has disputed or not accepted liability under or in respect of this policy.

It is hereby expressly stipulated and declared that it shall be a condition precedent to any right of action or suit upon this policy that the award by such arbitrator, arbitrators or umpire of the amount of loss or damage shall be first obtained.

12. At all times during the period of this policy the Insurance cover will be maintained to the full extent of the respective sum insured, in Consideration of which upon the settlement of any loss under this policy prorate premium for the unexpired period from the date of occurance for the amount of such loss shall be payment by the Insured to the Company.

The additional premium referred to above shall be deducted from the net claim amount payable under this policy. This continues cover to the full extent will be available notwithstanding any previous loss for which the company may have paid here under and irrespective of the fact whether this additional premium as mentioned above has been actually paid or not following such loss. The intention of this condition is to ensure continuity of the cover to the insured subject only to the right of the Company for deducting from the claim amount when settled, or prorate premium to be calculated from the date of loss till expiry of this policy. Notwithstanding what is stated above, the sum insured shall stand reduced by the amount of loss in case the insured immediately on occurance of the loss exercises his option not to reinstate the sum insured as above.

#### RIOT, STRIKE, MALICIOUS & TERRORIST DAMAGE CLAUSE

This policy is extend to cover Riot, Strike, Malcious and Terrorist Damages as under:

- I. Loss of or visible physical damage by external violent means to the property insured directly caused by:
  - 1. The act of any person taking part together with others in any disturbance of the public peace (whether in connection with a strike or lock out or not) not being an occurance mentioned in exclusion 7 (a), (b).
  - The action of any lawfully constituted authority in suppressing or attempting to suppress any such disturbance or in minimising the consequences of any such disturbance.
  - 3. The willful act of any striker or locked out worker done in furtherance of strike or in resistance to a lock-out resulting in visible physical damage by external violent means.
  - 4. The action of any lawfully constituted authority in preventing or attempting to prevent any such act or in minimising the consequences of any such act.
  - 5. Any malicious act but excluding any omission of any kind of any person (whether or not such act is committed in the course of a disturbance of public peace) provided that the Company shall not be liable for any loss or damage arising out of or in the course of burglary, housebreaking, theft or larceny or any attempt by any person taking part therein.
- II. Loss of or Damage to the property insured by explosion or otherwise directly caused by :
  - 1. An act of terrorism committed by a person/persons acting on behalf of or in connection with any organization.
  - 2. The action of any lawful constituted authority in suppressing or attempting to suppress any such act of terrorism or in minimising the consequences thereof.

For the purpose of this clause "Terrorism" shall mean the use of violent for the purpose of putting the public or pay section of the public in fear.

This insurance does not cover:

- a) Loss of earnings, loss any delay, loss of market or other consequential or indirect loss or damage of any kind or description whatsoever.
- b) Loss or damage resulting from total or partial cession of work or the retarding or interruption or cessation of any process or operation or omissions or any kind.
- c) Loss or damage occasioned by permanent or temporary dispossession resulting from confiscation, commandeering or requisition by any lawfully constituted authority.
- d) Loss or damage occasioned by permanent or temporary dispossession of any building or plant or unit or machinery resulting from the unlawful occupation by any person of such building or plant or unit or machinery in prevention of access to the same.

PROVIDED nevertheless that the Company is not relieved under (c) or (d) above of any liability to the Insured in respect of physical damage to the property insured occurring before dispossession or during temporary dispossession.

10,000/9-96/VE

## FIRE POLICY A

#### SCHEDULE

Nº 052745

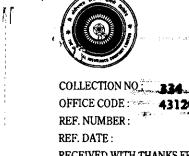
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\* Strike out whichever is not applicable.

The Oriental Insurance Company Ltd.

# SCHEDULE

M/s I.D.B.I.Bank Ltd, Basheer	bagh. Hydei	abad.		~
A/c Mr. Soham Modi				
plot No. 280, Sy. No. 403/1, Sha	alknet	Agency Co	ode No.	6/0
S.No.1021, Hakimpet, Golcond	Mandal		cence No.	•
Hyderabad District.	1	Expiry dat	e of Licence.	
		Risk Code	No. 300/310	
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### THE ORIENTAL INSURANCE COMPANY LTD.

10. Opp. Lank Petrol Pump, J.N.Road. Abids.

RECEIPT

One Thousand Light Handred and Minety Only

THE SUM OF Rs.

TOWARDS THE FOLLOWING:

Sl. No.	Dept.	Yr.	Policy No.	TR Code		Ren./Dec./Claim No.	Dev Off	Amount Collected	C / D	A/C GL	C Head SL	Pay Mode	Cheque Date	Cheque Number
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Particulars:

For THE ORIENTAL INSURANCE

NOTE: For payment by cheque, receipt will be valid subject to realisation of cheque.

**ORIGINAL** 

Cashier/Authorised Signal

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