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K. NAGARAJA 1 S.\.L. No 46/9¢, R.No.0; Shop No 59/A, Kushal Je Khairatabad, Hyderab

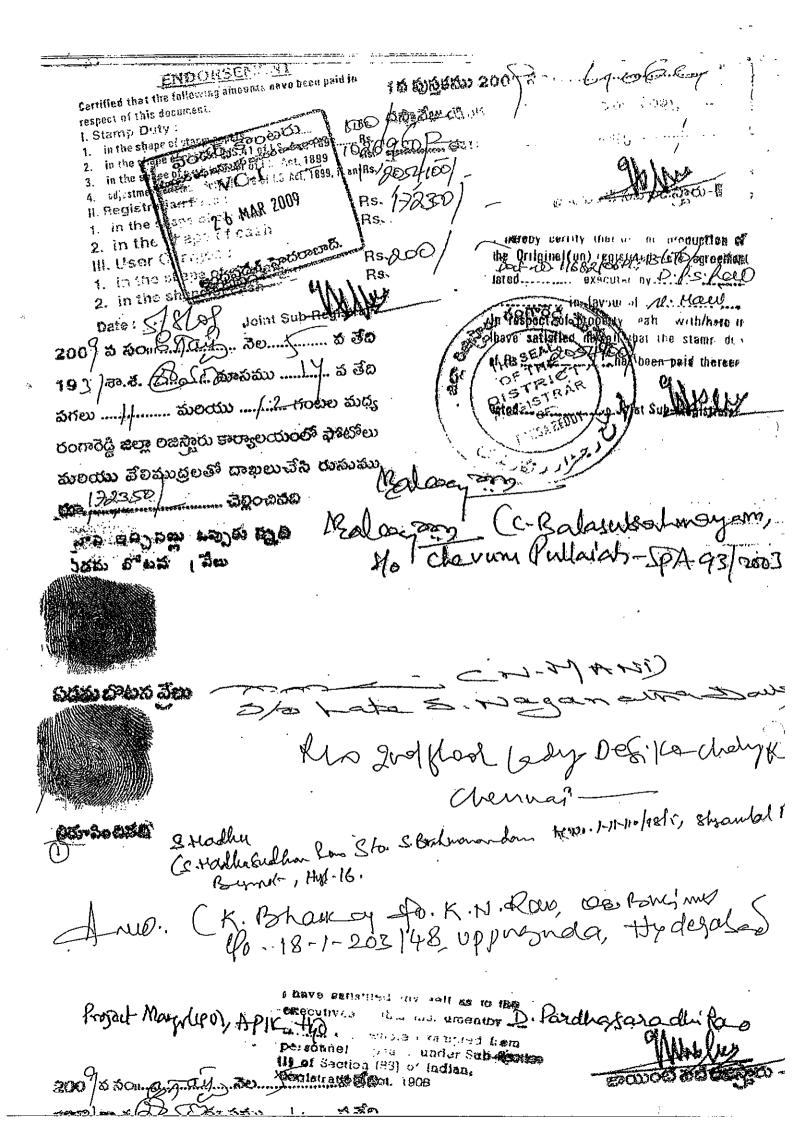
DEED OF SALE

.. day of August, This DEED OF SALE made at Hyderabad this the .井. two thousand nine (2009) by the Andhra Pradesh Industrial Infrastructure Corporation Limited, a Government Company registered under the Companies Act, 1956 having its Registered Office at 5-9-58/B, 6th Floor, Parishrama Bhavan, Basheerbagh, Hyderabad - 500 004, represented by its Project Manager (IPU) Sri D. Pardha Saradhi Rao, S/o Sri D.Ch.B. Venkat Rao, aged 58 years (hereinafter called THE PARTY OF THE FIRST PART) which expression shall unless the § context otherwise requires its successors and assigns.

IN FAVOUR OF

M/s. Shriram Capital Limited, formerly known as M/s. Shriram Financial Services Holdings Private Limited, having its Registered Office at Mookambika Complex, 2nd Floor, No.4, Lady Desikachary Road, Mylapore, Chennai - 600 004 represented by its Vice President Mr. N. Mani S/o . Late S. Naganatha Davey aged 49 years (hereinafter called THE FARTY OF THE SECOND PART) which expression shall unless the context otherwise requires shall mean and includes its successors in office and assignees etc.

PROJECT, MANAGER Infocity, Project Unit APIIC Ltd. Hyderabad.



- 1. WHEREAS upon the application of the Party of the Second Part, the Party of the First Part have allotted to the Party of the Second Part, Plot Nos.31/Part & 32 measuring 3.38 Acres situated at Financial District, in Sy. Nos. 115/22, 115/24 & 115/25 of Nanakramguda Village, Serilingampalli Mandai, R.R. District, on outright sale basis which is more fully described in the schedule hereunder and for greater clearness delineated in the plan hereto annexed, hereinafter referred to as "the schedule property" for establishment of Corporate Office, Back Office and I.T. Support and Training Centre Building, subject to the conditions as per the allotment Letter No 1269/PM(IPU)/APIIC/2005(S), dated 16.01.2006 & 09.05.2006.
- 2. WHEREAS the Government of Andhra Pradesh handed over an extent of Ac.14-30 Gts. of land in Survey Nos. 115/22, 115/24 & 115/25, of Nanakramguda Village, Serilingampalli Mandal, R.R. District to APIIC on 14.09.2002 for development of Financial District. The Schedule property is part and parcel of the above land and the Party of the First Part is in the absolute and unencumbered possession of the land and is competent to sell and convey the land in the schedule property.
- 3. AND WHEREAS an Agreement of Sale was entered into on 18.05.2006 and registered at the office of the District Registrar, Ranga Reddy District vide Registered Document No, 11682/2006, between the Party of the SECOND PART and the Party of the FIRST PART specifying the terms and conditions governing the allotment of the land to the PARTY OF THE SECOND PART.
- 4. AND WHEREAS the vacant possession of the schedule property was delivered to the Party of the SECOND PART on 18.05.2006 and the party of the SECOND PART has constructed the building.
- 5. That the party of the FIRST PART has agreed to sell/allot the land in favour of the Party of the SECOND PART in pursuance of their application dated: 31.12.2005 and that the land is to be utilized for the purpose of establishment of Corporate Office, Back Office and I.T. Support and Training Centre Building only. The terms and conditions relating to Sale were settled in the Agreement of Sale entered into on 18.05.2006 with the Party of the SECOND PART. The Party of the FIRST PART agreed to convey the title and ownership of the land in favour of the Party of the SECOND PART subject to the condition that the land shall be utilized for the purpose of establishment Corporate Office, Back Office and I.T. Support and Training Centre Building and for no other purpose.

D. Jacoba Schaden Roject Manager Infocity Project Unit APIIC Ltd. Hydersbad.

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- 6. AND WHEREAS THE PARTY OF THE FIRST PART has agreed to sell and THE PARTY OF THE SECOND PART has agreed to purchase the said land free from all encumbrances for a total consideration of Rs.3,42,35,000=00 (Rupees three crores, forty two lakhs, thirty five thousand only) towards the cost of land having been paid to the PARTY OF THE FIRST PART by the PARTY OF THE SECOND PART, the receipt whereof the PARTY OF THE FIRST PART hereby admits and acknowledges. The PARTY OF THE FIRST PART both hereby sell, grant, convey, transfer and assign unto PARTY OF THE SECOND PART all that piece and parcel of land at Financial District, Nanakramguda Village, Serilingampalli Mandal, R.R. District particularly described in the schedule hereunder and for greater clearness delineated in the plan annexed hereto together with all rights, title, casements and all other rights in any wise appertaining thereto TO HOLD the said land unto and to the use of the PARTY OF THE SECOND PART absolutely and forever. The PARTY OF THE SECOND PART shall use the said land for the aforesaid purpose of putting up Corporate Office, Back Office and I.T. Support and Training Centre Building, duly permitted by the Competent Authority and for no other purpose. The PARTY OF THE SECOND PART agrees that it shall not put up any structure or buildings other than establishment Corporate Office, Back Office and I.T. Support and Training Centre Building for the above purpose.
- 7. THE PARTY OF THE FIRST PART assures the PARTY OF THE SECOND PART that the said land is free from all encumbrances or charge or obligations of any kind whatsoever and nobody else has any right, title or interest.
- 8. The PARTY OF THE FIRST PART covenants with the PARTY OF THE SECOND PART that the said land shall quietly be entered into upon and held and enjoyed and the rents and profits received there from by the PARTY OF THE SECOND PART without any interruption, disturbance, claim or demands whatever from the "PARTY OF THE FIRST PART".
- 9. The PARTY OF THE FIRST PART shall at the cost of the PARTY OF THE SECOND PART take all necessary steps and sign all applications, papers and or further documents for more perfectly assuring the said land to the PARTY OF THE SECOND PART and for getting the name of the PARTY OF THE SECOND PART mutated in the Municipal and or Revenue records as the owner of the said land.

PROJECT MANAGER
Infocity Project Unit
APIIC Ltd. Hyderabad.





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OF SAJEAREDDY

- 10. The PARTY OF THE FIRST PART covenants with the PARTY OF THE SECOND PART that if for any defect in the title of the PARTY OF THE FIRST PART, the PARTY OF THE SECOND PART is deprived of the whole or any part of the said land, the PARTY OF THE FIRST PART hereby undertakes to indemnify and or compensate the PARTY OF THE SECOND PART in full
- 11. The PARTY OF THE FIRST PART is exempted from the provisions of the Urban Land (Ceiling and Regulations) Act, 1976 under Section 19(I) to the vacant lands held by it, as it is a Government Company, as defined in Section 617 of the Companies Act, 1956 (Act 1 of 1956).
- 12. The Market Value of the schedule land is fixed at Rs.3,42,35,000=00 (Rupees three crores, forty two lakhs, thirty five thousand only) vide Procs.No.1269/PM(IPU)/APIIC/2005, dt:04.08.2009 of the Project Manager (IPU), APIIC, Hyderabad.

PROJECT MANAGER.
Infocity Project Unit
APIIC Ltd. Hyderabad.



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SCHEDULE OF THE PROPERTY

District:

R R District

Mandal

: Serilingampalli

Village:

Nanakramguda

Municipality: Serilingampalli

Survey Nos: 115/22, 115/24 & 115/25 Notified Area: APIIC-IALA

Plot Nos.31/Part & 32 measuring an extent of 3.38 Acres (13694 Sq.Mts.) in Financial District situated in Sy. Nos. 115/22, 115/24 & 115/25, Nanakramguda Village, Serilingampalli Mandal, R.R. District is bounded by:

NORTH

Existing 24 Mts. Wide Road

SOUTH

Plot No.31/Part & 30/P

EAST

Plot Nos.27 & 28

WEST

Existing 24 Mts. Wide Road

IN WITNESSESS WHEREOF the Project Manager (IPU), for and on behalf of Andhra Pradesh Industrial Infrastructure Corporation Limited, Hyderabad has put his hand and seal for and on behalf of and by the order and direction of the PARTY OF THE FIRST PART on the day and year first herein above written in the presence of the following witnesses:

WITNESSES:

Signature of the Party of the First Part for and on behalf of APIIC LIMITED, HYDERABAD.

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APIIC Ltd. Hyderabad.



SCHEDULE OF THE PROPERTY

District:

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Mandal

: Serilingampalli

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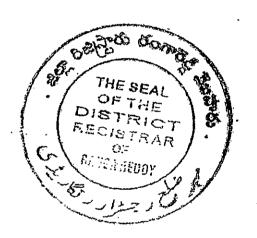
Manager (AM) APIIC, Hycl

D. Lardhar Sarlachi Re

Infocity Project Unit APIIC Ltd. Hyderabad.

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PHOTOGRAPHS AND FINGERPRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908

FINGER PRINT IN BLACKINKLEFT THUMB	PASSPORT SIZE PHOTOGRAPH	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / OWNER / DEVELOPER
		PARTY OF THE FIRST PART: 1. APHC LIMITED 4 TH FLOOR PARISRAMA BHAVAN, BASHEERBAGH, HYDERABAD 500 004. REP. BY, PROJECT MANAGER (IPU) Sri D. PARDHASARADHI RAO S/o D.Ch. B. Venkat Rao
		PARTY OF THE SECOND PART: 2) M/s,Shriram Capital Limited Mookambika Complex, 2 nd Floor, No.4, Lady Desikachary Road, Mylapore, Chennai – 600 004 REP. by its Vice President Mr. N. Mani S/o. Late S.Naganatha Davey Aged: 49
		SPL.POWER OF ATTORNEY TO (1) SPA No.93/2003, dt.27.6.2003 3. Sri C. Bala Subrahmanyam S/o Late Chevuru Pullaiah General Manager (AM), APIIC,, Basheerbagh Hyderabad 500 004

SIGNATURE OF WITNESSES

(B.MADHAUS) Manarager LAM), APIC, Hyd.

2 - Klig B. Sunita Bai Danlam), April, Hyd SIGNATURE OF THE EXECUTANT/S

PROJECT MANAGER
Infocity Project Unit
APIIC Ltd. Hyderabad.

For Shriram Capital Limited

Authorised Signatory

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Photographs and FingerPrints As per Section 32A of Registration Act 1908

C.S.No./Year: 003921/2009 of SRO: 1510(RANGA REDDY (R.O))
Presentant Name(Capacity): D. PARDHA SARADHI

RAO(EX)

Report Date: 05/08/2009 15/32:55

This report prints Photos and FPs of all parties.

SINo.	Thumb Impression	Photo	Name and Address of the Party	PartySignature	
1			(CL) N. MANI[R]M/S SHRIRAM CAPITAL LIMITED LADY DESIKACHARY ROADMYLAPORE CHENNAI		<u></u>
2			(EX) D. PARDHA SARADHI RAO[R]ANDHRA PRADESH INDUSTRIAL INFRASTRUCTURE CORPOATION LTD BASHEERBAGHHYD	Malay	(3

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Witness 1 S. Hadku

Witness 2

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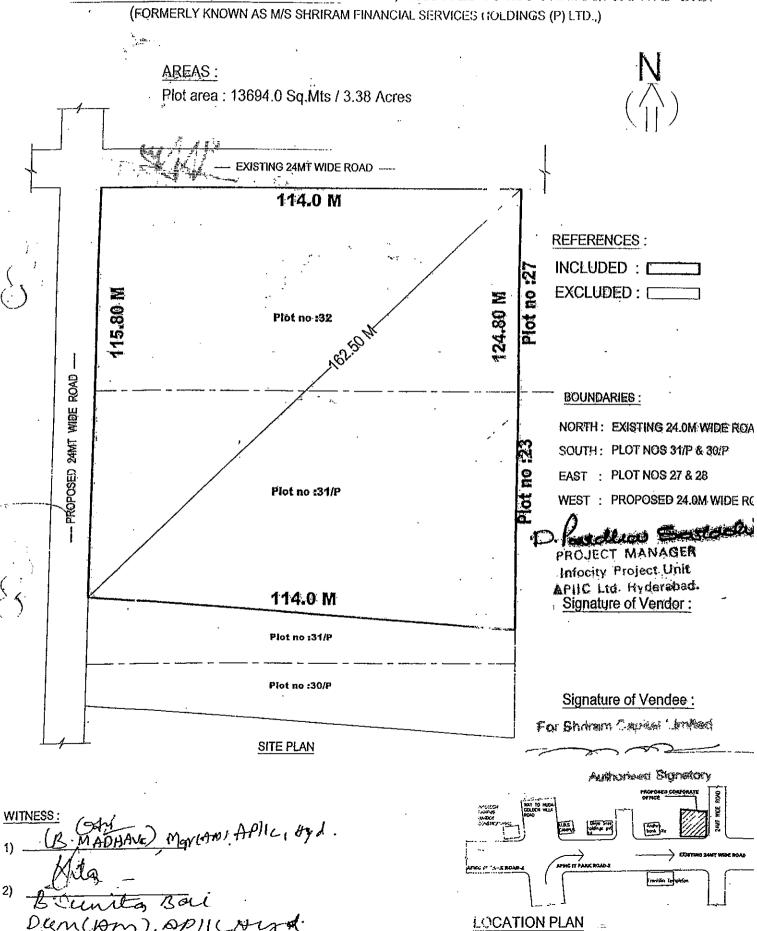
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SITE PLAN OF PLOT NO .31/P & 32 IN SURVEY NO : 115/22 ,115/24 & 115/25 ,IN FINANCIAL DISTRICT,
NANAK RAMGUDA ,RANGA REDDY DISTRICT, ALLOTTED TO M/S SHRIRAM CAPITAL LTD.

(FORMERLY KNOWN AS M/S SHRIRAM FINANCIAL SERVICES GOLDINGS (P) LTD.)



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Chief Commissioner of Income-tax,

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Hyderabad - 500 004.

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क्षेत्रीय पार - पत्र अधिकारी For Regional Passport Officer भेग्सई / Chennai

िक महिला है कि का विकास के उसके के उसके के उसके हैं विस्तार पूर्व क्रिक्ट कर स्थापन क्रिक्ट करता हो।

तर एस्त्रोई एउप एक्स की समित्र है विकों को नुहूँ करन प्रक्रित है, बसवा हुन्त, बनुवक्त प्रदेश

यह दर्जाई हरू थार विसी से देश है सहर न फैस कर वह पारपर्ड परिष् या सरके इन्द्रा आर्थि हुने जायेत के कार्य में की होना बार्क्य ! इसमें किसी भी मनतर के पेप्पादन का विकृत नहीं

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NAGANATHA DAVEY

गाँदा का काज (Name of Mother

परि या प्रजी का मान Name of Spouse NAGANATHA DAVEY

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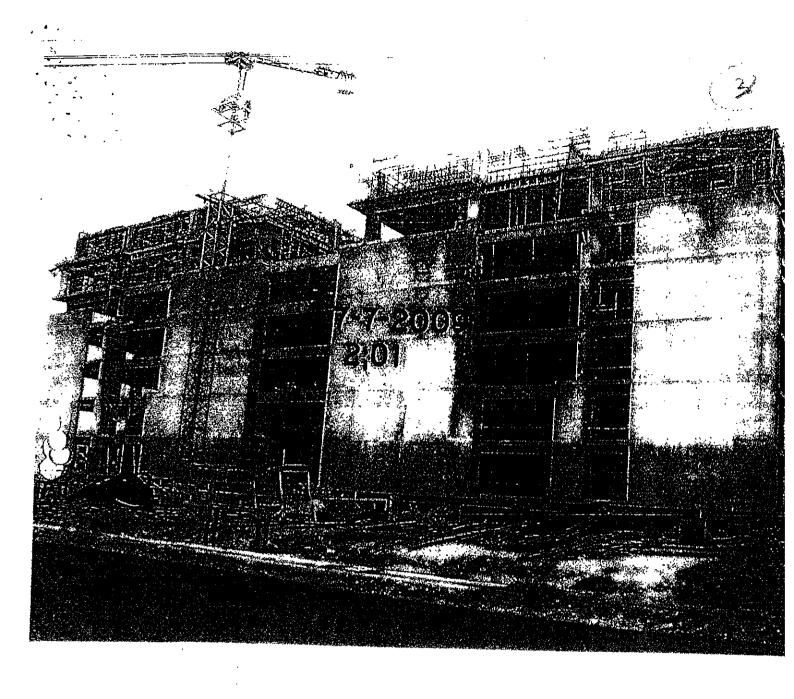
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