GOVERNMENT OF INDIA

MINISTRY OF COMPANY AFFAIRS

Andhra Pradesh

2nd Floor, CPWD Building, Kendriya Sadan, Sultan Bazar, Koti, Hyderabad - 500195, Andhra Pradesh, INDIA

Corporate Identity Number: U14102AP1988PTC008151

Fresh Certificate of Incorporation Consequent upon Change of Name

IN THE MATTER OF M/s WONDER GRANITES PVT LTD

I hereby certify that WONDER GRANITES PVT LTD which was originally incorporated on FIFTH day of JANUARY NINETEEN EIGHTY EIGHT under the Companies Act, 1956 (No. 1 of 1956) as WONDER GRANITES PVT LTD having duly passed the necessary resolution in terms of Section 21 of the Companies Act, 1956 and the approval of the Central Government signified in writing having been accorded thereto under Section 21 of the Companies Act, 1956, read with Government of India, Department of Company Affairs, New Delhi, Notification No. G.S.R 507 (E) dated 24/06/1985 vide SRN A04049300 dated 10/11/2006 the name of the said company is this day changed to VIRAAT GRANITES PRIVATE LIMITED and this Certificate is issued pursuant to Section 23(1) of the said Act.

Given under my hand at Hyderabad this TENTH day of NOVEMBER TWO THOUSAND SIX.



(RAMAKRISHNAN D)

Andhra Pradesh

IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH AT HYDERABAD (ORDINARY ORIGINAL/CIVIL JURISDICTION)

WEDNESDAY, THE FIFTEENTH DAY OF SEPTEMBER
TWO THOUSAND AND TEN

PRESENT THE HON'BLE SRI JUSTICE G.BHAVANI PRASAD

COMPANY PETITION NO.184 of 2009 CONNECTED WITH COMPANY APPLICATION NO.654 OF 2009

IN THE MATTER OF THE COMPANIES ACT (1 of 1956)

IN THE MATTER OF SECTIONS 391 AND 394 OF THE SAID ACT

IN THE MATTER OF M/S.VIRAAT GRANITES PVT.LTD.,

IN THE MATTER OF M/S.BEARDSELL, LTD.,

THEIR RESPECTIVE SHAREHOLDERS

M/s. Viraat Granites Pvt. Limited, a company incorporated under the companies Act, 1956, having its registered office at No. 7-1-65/10, Ameerpet, Hyderabad -500 016, rep. by its Director and Authorised Signatory, Mr.S Dhandapani

..... PETITIONER/TRANSFEROR COMPANY

Petition to sanction the Scheme of Arrangement under Sections 391 and 394 of the Companies Act, 1956, praying that this High Court may be pleased to order

- a) that the scheme of arrangement as consented by the share holders of the Petitioner Company, second Transferor Company and the Transferor Company, a copy of which is filed hereto as Annexure A6, be sanctioned and confirmed by this hon'ble Court so as to be binding on all the members, creditors and employees of the Petitioner Company and all concerned
- b) For an order under section 394 of the Act that the Petitioner company do within 30 days after the date of the orders, cause a certified copy to be delivered to the Registrar of Companies, Andhra Pradesh, Hyderabad for registration and on such certified copy being delivered or such date as this Hon'ble High Court may deem fit, the Registrar of Companies, Andhra Pradesh, Hyderabad shall take all necessary consequential Action in respect of the Petitioner Company
- c) that the parties of the scheme or other persons interested shall be at liberty to apply to this Hon'ble Court for any





direction that may be necessary in regard to the carrying out of the scheme of arrangement

This Petition coming on for orders upon reading the Judge's Summons and the affidavit dated 18-11-2009 and filed by Sri S.Dhanda Pani, in support of this Petition and upon hearing the arguments of Sri P.Subash, Advocate for the Petitioner and appearing Ponnam Ashok Goud, Assistant Solicitor General on behalf of Central Overnment and Sri M.Anil Kurnar, Counsel for the Official Liquidator in the matter.

THE COURT MADE THE FOLLOWING: ORDER

GP.No 184 of

ORDER:

The applicant/Transferor Company seeks sanction and confirmation of the Scheme of Arrangement as consented by the shareholders of the Transferor Company and the Transferee Company so as to be binding on all the members, creditors and employees of the petitioner/Transferor Company and for consequential directions.

The petition under Sections 391 and 394 of the Companies Act, 1956 stated that the Transferor Company was incorporated on 05-01-1998, the name of which was changed later and its registered office is at Ameerpet, Hyderabad. Its authorized capital is Rs.1,00,00,000/- divided into Rs.10,00,000/- equity shares of Rs.10/each, while the subscribed and paid up capital is Rs.74,10,780/-. The Memorandum and Articles of Association of the Company specifies the objects of the Company to be doing business in excavators of Mines, Granite stones and the like, acquiring quarries and mines on lease or purchase from the Government or others and doing business in cutting and polishing materials etc.

The Transferee Company/Beardsell 'Limited was incorporated on 23-11-1936 and had a change of name on 01-10-1983 with its registered office at Chennai. The authorized share capital of the Transferee Company is Rs.5,00,00,000/- divided into Rs.50,00,000/equity shares of Rs.10/- each and the subscribed and paid up equity share capital is Rs.3,83,31,680/-. The Transferee Company had its main objects stated in the Memorandum and Articles of Association as carrying on business in Cotton, Linen, Silk etc., textile goods and also doing business as Builders, Contractors and Engineers, apart and dealing with patent rights, trademarks business etc.

The applicant/Transferor Company is a wholly owned subsidiary of the Transferee Company in which the Transferee Company holds all the shares except 500 shares held by the nominee of the Transferee Company. The scheme of Arrangement and Merger is proposed in the interest of both the Companies, their shareholders, employees, creditors and all concerned. The Boards of Directors of the Companies unanimously approved the Scheme of Arrangement and Merger subject to approval of the shareholders and sanction by the High Court of Madras. The details of the scheme of arrangement and merger are extracted in detail in the petition, which has the appointed date as 01-10-2008. While all the assets and liabilities of the Transferor Company shall stand transferred and vested in the Transferee Company, the Transferor Company will be dissolved without being wound up on the scheme being effected. The scheme is the subject to approval of the High Court and the applicant earlier filed C.A.No.654 of 2009 in which orders were passed by this Court on 19-10-2009 dispensing with the convening of the meeting of the shareholders and publication of notice as the shareholders had stated by means of affidavit about the absence of any objection. Both the Companies had no proceedings or prosecutions or investigation against them and hence, the scheme, which is beneficial to both the Companies are their shareholders and employees, is sought to be confirmed.

The Court ordered notices to the Central Government and the Official Liquidator as well as general notice by publication in "New Indian Express" English daily and "Andhra Jyothi" Telugu daily Hyderabad editions. The publication of general notice has been accordingly made and no objections have been received in pursuance of the said general notice.

The Official Liquidator filed his report stating that the affairs of the Company appeared to have not been conducted in a manner prejudicial to the interests of the members or to public interest.

The Registrar of Companies filed a common affidavit stating that as the Transferee Company is situated in the State of Tamil Nadu, the scheme is subject to approval of the High Court of Madras and the Transferee Company should pay the stamp duty wherever applicable as per the regulations of the Stamp Act as in force in the State of Andhra Pradesh.

Heard Sri P. Subhash, learned counsel for the applicant and Miss. M. Ramya, learned counsel representing the learned Assistant Solicitor General of India and Sri M. Anil Kumar, learned counsel for the Official Liquidator.

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did not refer to any circumstance disentitling the applicant to the reliefs claimed, concerning the objection taken by the Registrar of Companies about the scheme being subject to approval of the High Court of Madras due to the location of the Transferee Company, the petition itself has specifically stated that the Transferee Company shall, with all reasonable dispatch, make an application under Sections 391 and 394 of the Companies Act 1956 for sanctioning the scheme and for dissolution of the Transferor Company without being wound up. As such, as the scheme becomes effective only on the approval of the High Court of Madras, the same needs no further elaboration herein. Insofar as the payment of stamp duty wherever applicable is concerned, the regulations of the Stamp Act as in force in the State of Andhra Pradesh shall have to be complied with by the Transferee Company in respect of the scheme.

"Subject to the same, the contents of the petition and the material on record disclosed that there is no factual or legal impediment for granting the reliefs prayed for herein.

Therefore, the scheme of arrangement is sanctioned and confirmed so as to be binding on all the imembers, creditors, employees of the Transferor Company and a certified copy of this order shall be caused to be delivered to the Registrar of Companies, Andhra Pradesh, Hyderabad, within 30 days. The parties to the scheme or any other interested person shall be at liberty to apply to

C.P.No.184 ¢

this Court for any direction that may be necessary regarding carrying out of the scheme of arrangement. The petitioner Company shall pay costs of Rs.3,000/- (Rupees three thousand only) each to the learned Assistant Solicitor General and the learned counsel for the Official Liquidator. The order of this Court shall be made in Form-42 subject to such variations, as the circumstances may require, in terms of Rule 84 of the Companies (Courts) Rules 1959.. The application is allowed accordingly.

> SD/-P.V.RADHA KRISHNA RAO JOINT REGISTRAR //TRUE COPY//

To

SECTION OFFICER

1. Sri. S. Dhandapani, Authorized Signatory, M/s. Virat Granites Pvt Limited, having its registered office at No. 7-1-65/10, Ameerpet,

2. The Authorized Signatory, M/s. Breadshell Limited, Regd. Office is situated at 47, Greames Road, Chennal - 600 006.

3. Two C.D. Copies

4. The Official Liquidator, office at 5-4-400, II Floor, Gagan Vihar, Opp; Gandhi Bhayan Nampally, Hyderabad

The Registrar of Companies 3-5-398, C.P.W.D. Buildings, Kendriya Sada, Sultan Bazar, Hyderabad

6. One CC to Sri. P. SUBHAS, Advocate (OPUC) 7. One CC to Sri. PONNAM ASHOK GOUD, Assistant Solicitor General, High Court Buildings, Hyderabad

8. One CC to Sri. M. ANIL KUMAR, Advocate (OPUC) 9. The Section Officer, O.S. Section, High Court Buildings, 'vs

> SUPERINTENDEN COPYIST DEPARTMENT Righ Court of A. P. UYDERABAD

THE HIGH COURT OF ANDHRA PRADESH

HYDER ARAD.

CITNO. 598 of 2010

Application made 19 10 2010

Application returned 2010

Application represented 2010

Application represented 2010

Application represented 2010

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Application returned 2010

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IN THE DIED COURT OF BUDICATURE AT MADRAS

(ORIGINAL JURISDICTION)

Tuesday, the Mineteenth day of October, 2010

THE HON'BLE MR. JUSTICE K. VENKATARAMAN

DOMP. PETN. NO. 75 OF 2010

In the matter of the Companies
Act, 1956; (1 of 1956)
And
In the matter of Section 391 to 394
of the Companies Act, 1956.
And
In the matter of Scheme of
Amalgamation of M/s.Viraat Granites
Pvt.Ltd.
With
M/s.Beardsell Limited and their
respective Shareholders.

M/s.Beardsell Limited, A company
incorporated under the Companies
Act, 1956, having its Registered
Office at No.47, Greams Road,
Chennai.6, rep.by its Company Secretary and
Authorized Signatory Mr.K.Murali. .. Applicant/
Transferee Company

This Company Petition praying this Court that the said amalgamation embodied in the scheme of amalgamation between the Transferor Company and the Transferee Company annexed herewith and marked as Annexure "E" may be sanctioned by this Court so as to be binding on all the members / shareholders and creditors of the said Company with effect from 1" October 2008.

This Company Petition coming on this day before this Court for hearing in the presence of Mr.P.Subba Reddy, Advocate for the Petitioner in the Company Petition No75 of 2010, and Mr.K.Venkatakrishnan, Additional Central

Government Standing Counsel appearing for the Regional Director, Southern Region, Ministry of Corporate Affairs, Chennai, and upon reading the order dated 22/04/2009, and made in C.A.No.551/2009 whereby the said company M/s.Beardsell Limited the petitioner company in C.P.No.75 of 2010 herein was directed to convene a meeting of the shareholders of the above named company for the purpose of considering and if thought fit approving with or without modification of the proposed scheme of Amalgamation of M/s. Viraat Granites Pvt. Ltd with M/s. Beardsell Limited, and the advertisement having been made in one issue of English Daily, "The Economic Times" dated 13/08/2009 and another issue of Tamil Daily "Dinamalar", dated 13/08/2009, each containing the advertisement of the said meeting and the report of the chairman of the said meeting as to the result of the meeting and report as the scheme of Amalgamation had been approved unanimously, and upon reading the Company Petition No.75/2010, and the affidavit of B.K.Bansal, Regional Director, Southern Region, Ministry of Corporate Affairs, Chennal, and the advertisement of the company petitions having been made in one issue of English Daily "The Hindu Business Line" dated 11/04/2010, and also in one issue of Tamil Daily "Malai Malar" dated 12/04/2010, and this Court having dispensed with the convening, holding and conducting of the meetings of the creditors of the Applicant company by an order dated 22/10/2009 and made in C.A.No.550 of 2009, and the order dated 15/09/2010 made

in C.P.No.184 of 2009 by the High Court of Andhra Pradesh, and an affidavit had been filed by the Regional Director, Stating that the scheme may be sanctioned subject to approval of the Andhra Pradesh High Court, for which the advocate for the petitioner produced the copy of the order by the Andhra Pradesh High Court, and this Court doth hereby sanction the Scheme of Amalgamation annexed hereunder with effect from 01/10/2008 and declare the same to be binding on all the shareholders and creditors of the said companies, and the said companies, THIS COURT DOTH FURTHER ORDER AS FOLLOWS:-

- (1) That, the Petitioner Companies herein do file with the Registrar of Companies, Chennai a certified copy of the order within 30 days from this date.
- (2) That, the parties to the Scheme of Amalgamation or any other person interested shall be at liberty to apply to this Court for any directions that may be necessary in regard to carrying out this Scheme of Amalgamation annexed hereunder.
- (3) That Mr.K.Venkatakrishnan, Aditional Central Government Standing Counsel shall be entitled to a fee of Rs.2500/- (Rupees Two thousand five hundred only) from the transferee company.

ANNEXURE:

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*SCHEME OF MERGER

Of

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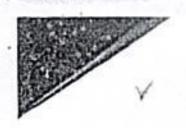
With

Beardsell Limited

This scheme of Merger ("the Scheme") is presented under section 391 to 394 real with section 74,100 and other applicable provisions of the Companies Act, 1956. This Scheme is presented for the Merger of Virsat Granites Pvt. Limited, a Section 43A Company (formerly known as Wonder Granites Pvt. Limited) with Beardsell Limited.

- 1. DEPONITIONS
 - In this Scheme unless inconsistent with the subject or context, the following expressions shall have the following meanings.
- 1.1. VIRAAT GRANITES PRIVATE LIMITED (hereinafter referred to as 'The
 Transferor Company' or 'VGL') a Company incorporated under the Companies
 Act, 1956 whose registered office is situated at 7-1-65/10, Ameorpet, Hyderabad
 500 016.
- 1.2. BEARDSELL LIMITED (hereinafter referred to as "The Transfereo Company"
 or "BL") a Company incorporated under the Companies Act, 1956 whose
 registered office is simulated at 47, Greeners Road, Chessel 220 006

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 For BEARDSELL LIMITED,



- 1.3. 'The said Act' means the Companies Act, 1956 or any statutory modification on re-enactment thereof for the time news, 2010, 24
- 1.4. "The Appointed Date" means 1st October, 2008 or such other date as the Courmay direct.
- 1.5. 'The Effective Date' means the date on which the copies of the Order(s) of the High Court vesting the assets, liabilities, rights, duties, obligations, and the like of the Transferor Company in the Transferor Company are filed with the Registrar of Companies concerned, after obtaining the consents, approvals, permissions, resolutions, agreements, sanction and orders necessary therefore.
 - 1.6. 'High Court' shall for the purpose of this Scheme mean for the Transferor Company Modras Company Andhra Pradesh High Court and for the Transferor Company Modras High Court and the expression shall include, all powers of the High Court under Chapter V of Companies Act. 1956.
 - 1.7. *Undertaking shall mean and include :
 - All the sessets and properties and the entire business of the Transferor Company as on the Appointed Date, (hereinafter referred to as "the said gavess")
 - b) All the debts, liabilities, energingent liabilities, duties, obligations and guarantees of the Transfernt Company as on the Appointed Date (hereinafter

referred to as "the said liabilities")

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Tennelete Company shall include all the Transferor Company's reserved.

The severable and immoveable properties, all other users including inserved.

The severable and immoveable properties, all other users including inserved.

The severable and immoveable properties, all other users including installations, water works, land, building, plant and machinery, electrical installations, water works, office equipments, furniture and fixtures, whickes, mines, room air conditioners, tenancy rights, connections for electricity and drainage, sanctions, consents, laboratory equipments, office equipments, effluent treatment plant, vehicle, tube well, subsidies, tax deferrals, easements, tenancy rights, authorizations, telephones, talex, facsimile and other communication facilities and equipments, easements, advantages, benefits and approvals and all necessary records, files, papers, process information, data categories and all books of accounts, documents and records relating thereof.

- 1.3 "The Scheme" means this scheme of Merger in its present form or with any modification(s) approved or imposed or directed by the High Court.
- 2. SHARE CAPITAL

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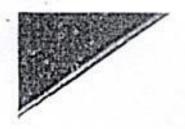
2.1 The Authorised Share Capital of the Transferor Company is Rs. 10,000,000/comprising of 10,00,000 equity shares of Rs. 10/- each. The issued, subscribed

and paid up Equity Share Capital is Rs.7,410,780/- comprising of 7,41,078

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stores of 8's 10's ruch fully paid up

2.2 The Authorised share capital of the Transferor Company is Rs.50,000,000/

notes ribed and paid up capital is R4.38.331,6800. comprising or 18,33,168

Equity shares of R4.10/- each fully paid up. The Equity Shares of the

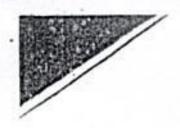
Transferee Company are listed in the Madras Stock Exchange.

3. TRANSFER OF UNDERTAKING

- 3.1 With effect from the Appointed Date and subject to the provisions of the Scheme, the entire undertaking of the Transferor Company including the assets and liabilities at on the appointed date shall pursuant to Section 394(2) of the Act, without any further act, instrument or deed be and shall stand transferred to and vested in and/or be deemed to have been and stood transferred to and vested in the Transferre Company as a going concern so as to become as and from the Appointed date, the estate, assets, rights, title and interest of the Transferre Company.
- 3.2 The entire business of the Transferor Company as a going concern and all the properties whether movable or immovable, real or personal, corporeal or incorporeal, present or contingent including but without being limited to all assets.

fixed useets, current assets and dobtors, investments, rights, claims and powers.

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authorities, reserves, tonancy rights, incomises, Carms, tenancy rights, flantalephones, taleves, facsimile connections, e-mail connections, internet connections, installations and utilities, benefits of agreements and arrangements.

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permiss, liberties, extensents, other assets, special status and other benefits that
have accrued or which may accrue to the Transferor Company on and from the
Appointed Date and prior to the Effective Date in connection with or in relation to
the operation of the undertaking shall pursuant to the provision of the Section
394(2) of the Act, without any further act, instrument or deed be and shall stand
transferred to and vested in and/or be deemed to have been and stood transferred
to and vested in the Transferrer Company.

a. With effect from the Appointed Date, all the Equity shares,

Debentures, bonds, notes or other securities held by the Transferor

Company, whether convertible into equity or not shall, without any

further act or deed, be and stand transferred to the Transferee Company

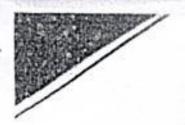
as also all the movable assets including cash in hand, if any, of the

Transferor Company shall be capable of passing by manual delivery to

the Transferee Company to the end and intent that the property therein

passes to the Transferee Company on such delivery.

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b. In respect of movable properties of the Transferor Company other than specified in clause 3(2), as above including variety detween. outstanding loans and advantes, if any recoverable in each or kind or for value to be received, bank balances and deposits, if any with Government, somi government, tucal and other authorities and hodies the transferor Company may, at any time after the coming into effect of this Scheme in accordance with the provisions hereof, if so required under any law or otherwise, give notice in such form as it may deem fit and proper to each person, debtor or depositee, as the case may be that pursuant to the High tourt having sanctioned the scheme, the said debt, advance, loan or deposit be paid or made good or held on account of the Transferoe Company as the person entitled thereto to the end intent that the right of the Transferor Company to recover or realize all such debta stand transferred and assigned to the Transferce Company and that appropriate entries should be passed in the books to record the aforesaid changes.

3.3 With effect from the Appointed Date, all the debts, unsecured debts, liabilities, contingent flabilities, duties and obligations of every kind, mature and

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description of the Transferor Company shall also under the provisions of

the terrest agreed as well

transferred so or be deemed to be transferred to the Transferee Company so as to become as and from the Appointed Date debts, liabilities, contingent liabilities, duties and obligations of the Transferee Company on the same terms and conditions as were applicable to the Transferor Company and further it shall not be necessary to obtain the consent of any third party or other person who is a party to the contract or arrangement by virtue of which debts, liabilities, contingent liabilities, duties and obligations have arisen in order to give effect to the provision of this clause.

3.4 It is clarified that all debts, loans and liabilities, contingent liabilities, duties and obligations of the Transferor Company as on Appointed Date whether provided for or not in the books of accounts of the Transferor Company and all other liabilities which may accouse or arise after the Appointed Date but which relate to the period on or upto the day of the Appointed Date shall be the debts, loans and liabilities, contingent liabilities, duties and obligations of the Transferor Company including any encumbrance on the assets of the Transferor Company or on any income earned from those assets.

3.5 With effect from the Appointed Date all debts, liabilities, dues, duties and

obligations including all income tax, excise duty, customs duty, sales tax, value

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and without any further Act or deed be also transferred to or be deemed to be transferred to and, vest in and be assumed by Transferre Company so as to become as from the Appointed Dute the debts, liabilities, duties and obligations of Transferre Company on the same terms and conditions as were applicable to the Transferrer Company.

- 3.6 With effect from the Effective Date, all suits, actions and proceedings of whatsoever nature by or against the Transferor Company pending and/or arising on or before the Effective Date shall be continued and be enforced by or against the Transferor Company as effectually as if the same had been filed by, pending and or arising against the Transferor Company as effectually as if the same had been filed by, pending and/or arising against the Transferor Company
- 3.7 On and from the Effective Date, equity shares of the Transferor Company, held by the Transferee Company, shall be cancelled and shall be deemed to be cancelled without any further act or dead, and no shares of the Transferee Company are company to be issued in less threed.
- 3.8 On and from the Effective Date, Mr. P Koskonda Rami Reddi and
 Mr.S.Dhandipani, Directors of the Transferor Company shall cease to be

N	CEGH
Directors	FOR BEARDSELL CHATEL

4 LEGAL PROCLEDBUGS

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If any suit, writ position, appeal, revision or other proceedings of whitever nature increased comes. The proceedings of a species of the company are pending, the same shall not abute, be discontinued or be in anyway prejudicially affected by reason of the transfer of the undertaking of the Transferor Company or of anything contained in the Scheme, but the proceedings may be continued, prosecuted or enforced by or against the Transferor Company in the same manner and to the same extent as it would be or might have been continued, prosecuted or enforced by or against the Transferor Company as if the Scheme had not been made. On and from the effective date the Transferor Company may initiate any legal proceedings for and on behalf of the Transferor Company.

5. OPERATIVE DATE OF THE SCHEME

The Scheme, although operative from the Appointed Date, shall become effective from the Effective Date.

6. ACCOUNTING TREATMENT

6.1 All the assets and liabilities of the Transferor Company (VIRAAT) shall stand transferred and vested in the hands of the Transferce Company (BEARDSELL)

at the value at which they appeared in the books of the Transferor Company.

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FOR BEARDSELL LIMITED,

The reserves and debit balance in Profit and Loss account of the Transferse Company shall also be incorporated in the books of the Transferee Company The debit belance in the Profit and Loss Account of the Transferor Company shall be adjusted against the revaluation reserve and the balance revaluation reserve of the Transferor Company shall be treated as General Reserve of the Transferoe Company.

6.2. The Transferee Company is expressly permitted to revise its Income Tax returns and related TDS returns and related TDS certificates and to claim refunds, advance tax credits and other benefits on the basis of the opening Balance Short as above, becoming effective as on the Appointed Date pursuant to the terms of this Scheme and its rights to make such revisions in the Income Tax returns and related TDS certificates and the right to claim refunds, advance tax credits pursuant to the sanction of this Scheme and the Scheme becoming effective is expressly granted.

APPLICATIONS TO THE HIGH COURT

The Transferor Company and the Transfered Company hereto shall with all reasonable dispatch, make applications under section 391 and 394 of the said Act to the Andista Prudesh High Court and the Madras High Court respectively for sanctioning the Scheme and for dissolution of the Transferor Company without FOR BEARDSELL LIMITED.

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Entire Scheme becoming effective, the Transferor Company will be disserved without being wound up.

9. MODIFICATIONS / AMENDMENTS TO THE SCHEME.

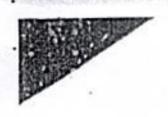
- 9.1 The Transferor Company (by its Directors or its duly authorised representative) and the Transferee Company (by its Directors or its duly authorised representative) may assert to any modifications or amendment to the Scheme or agree to any terms and / or conditions which the Courts and / or any other authorities under law may deem fit to direct or impose or which may otherwise be considered necessary or desirable for setting any question or deutst or difficulty that may arise for implementing and / or carrying out the Scheme and do all acts, deeds and things as may be necessary, desirable or expedient for putting the Scheme into effect.
- 9.2 For the purpose of giving effect to the Scheme or to any modification thereof, the Directors or its duly authorised representative of the Transferec Company is hereby authorised to give such directions and / or take such steps as may be necessary or desirable including any directions for sening any question or doubt or difficulty whatsoever that may arise.

FOR BEARDSELL LIMITED,

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10. SCHEME CONDITIONAL ON APPROVAL OR SANCTIONS

- 10.1 The approval of the Scheme by the requisite majority of shareholders of the Transferor Company and the Transferee Company.
- 10.2 The requisite resolution (s) under the applicable provisions of the said Act being passed by the shareholders of the Transferoe Company for any matters provided for or relating to the Scheme.
 - 10.3 The sanction of the High Court under section 391 and 394 of the said Act in favour of the Transferor Company and the Transferrer Company and to the necessary order or orders under section 394 of the said Act, being obtained.
 - 10.4 Any other sanction or approval of the Appropriate Authorities concerned, as may be considered necessary and appropriate by the respective Board of Directors of the Transferor Company and the Transferee Company being obtained and grunted in respect of any matter for which such sanction or approval is required.
 - 10.5 The requisite consent, approval or permission of the Central Government or any other statutory or regulatory authority including Reserve Bank of India which by law may be necessary for the implementation of this Scheme.



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11. EXPENSES CONNECTED WITH THE SCHEME.

All costs, charges and expenses of the Transferor Company and the Transferee

Company respectively in relation to or in connection with the Scheme and of carrying

out and implementing/completing the terms and provisions of the Scheme and / or

incidental to the completion of the Merger of the said undertaking of the Transferor

Company in pursuance of the Scheme shall be borne and paid solely by the

Transferee Company.

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WITNESS, The Non'ble Thiru M.YUSUF EQUAL, Chief Justice of Madras High Court, aforesaid this the 19th day of October, 2010.

DEPUTY REGISTRAR (G.S).1/c.

//CERTIFIED TO BE A TRUE COPY//
DATED THIS THE /J + DAY OF NOVEM /N 2010.

COURT OFFICER.

From 25th September 2008 the Registry is issuing certified copies of the Ordern/Judgments/Decree in this format.

COMP. PETN. NO. 75 of 2010

ORDER DATED: 19/10/2010

THE HON'BLE MR. JUSTICE K. VENKATARAMAN

FOR APPROVAL ON:28/10/2010 APPROVED ON:28/10/2010

COPY TO:

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- The Regional Director, Southern Region, 5th Floor, Ministry of Corporate Affairs, No.26, Haddows Road, Chennai-6.
- The Registrar of Companies, II Floor, No.26, Haddows Road, Chennai.6.

COMP. PETN. NO. 75 of 2010

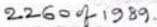
ORDER DATED: 19/10/2010

THE HON'BLE MR. JUSTICE K. VENKATARAMAN

FOR APPROVAL ON:28/10/2010 .
APPROVED ON:28/10/2010

COPY TO:

- The Regional Director, Southern Region, 5th Floor, Ministry of Corporate Affairs, No.26, Haddows Road, Chennai-6.
- The Registrar of Companies, II Floor, No.26, Haddows Road, Chennal.6.



500Rs



4. B Sangal JB Sangal. Hyd soci 1000016

SALE DEED

This Sale Deed is executed on this 16th day of September, 1980

3ri M. Narender Reddy, S/o. late Sri M. Venkat Reddy, aged 22 years, R/o. Bonthapally, Jinnaram Mandal, Metak District, Andhra Pradesh.

Hereinafter to be called the "Vendor" which term shall mean and include all his heirs, assigns, legal representatives, nominess, administrators, executors, etc.

IN FAVOUR OF

m/S WONDER GRANITES PHIVATE LIMITED having its Registered Diffice at 7-1-65/10, Ameerpet, Hyderabad, represented by its Managing Director Sri P. Kodandarami Reddy S/o P. Sundararami Reddy H/o 7-1-65/10, Ameorpet, HYDERASAD.

Hereinafter to be called the "Purchaser" which term shall mean and include all its assigns, successors in interest, nomines, etc.

Whereas the Vendor is the absolute owner having subsisting right title and interest in the schedule mentioned proposed to be sold hereunder. The property acquire by purchase of the same through a registered sale deed No.352/87 dated 31st day of January, 1987 in the office of Sub-Registrar, Warsaper.

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Whereas the Vendor wanted to sell and the Vendoe wanted to caurchase the schedule mentioned property for a fair and proper geomsideration.

Whereas the Vendor entered into an agreement for sale

BE FREE AS A LLOWS

- (1) The Vendor hereby conveys all his right title and interest in the schedule mentioned property to the purchaser for consideration of E.10,550/- out of which, the Vendor had already receiv o a sum of E.5,000/- vide cheque No.680307 Dt. 28-8-89, at the time of Sagreement for sale Dt.28-8-89 and the Vendor hereby acknowledge of the receipt of the entire sale consideration.
- (2) The Vendor has already delivered vacant and peaceful possession of the schodule mentioned property to the purchaser and the purchaser is entitled hereafter to hold and enjoy the same for ever absolutely and in its own right.
- (3) The Vendor hereby assures the purchaser that the Vendor has not substituting right title and interest and that there are no encumbrances, charges, third party claims, acquisition or requitable proceedings, court proceedings, etc., in respect of the property sold hereunder.

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(4) The Vendor hereby assures the purchaser that the Vendor was indemnify the Vendee in the event of any dispute with reference to the title or possession of the schedule mentioned property.

- (5) The Vendor hereby assures the purchaser that the purchaser is entitled to enjoy all the easementary rights by way of cagress and ingress into and out of the schedule mentioned aroperty.
- (6) That the VENDORS shall indemnify the VENDER as against all losses, monies, etc., that the VENDER LAY SUSTAIN or incur by reason of any defect chatsoever in the title of the Vendors in respect of the whole or part of the property hereby conveyed.
- (7) That there are no protected tenants on the schedule land.
- (8) The market value of the scheoule property at the rate of 1.1.21,000/- Per Acra is E.10,550/-.

Wills of ex-1

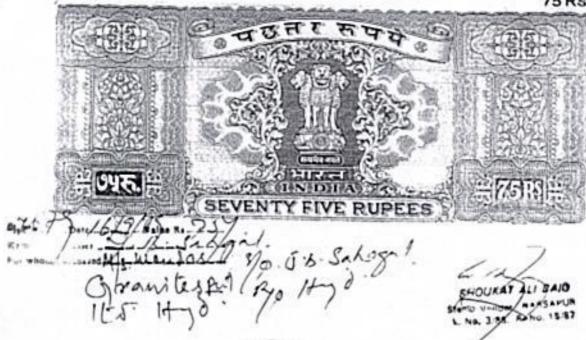


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(9) That if by defective title of the Vendors any part or whole of the property hereby conveyed is dispossed or any claim or object against the said schedule property is made the Vendors shall be liable to defend the same and also liable for all costs. expenses, charges and other damages which are to be sustained or incorred by the Vendees and also agrued to reimburse the sale consideration with 18% interest from the date of the receipt from their other moveaule and immoveable properties.

(10) The land has not been assigned by the Government of Andhra Practish as defined under ordinance No. of 1977 of Government of Andhra Pradesh or their agencies undertaking and are not the covernment land or lands covered by Mortgage to the Covernment agencies or undertakings. Medd.





11 5 11

SCHEDULE

All that part and partial of Wet Agricultural land admeasuring 422 Sq. Yds. ile., 353.06 Sq. Meters. in Survey No. 470 situated at Bonthapelly village and Gran Panchayat, Jinnaran Mandal, Medak District, Andhrs Predesh and bounded by: Registration Sub-District Marsapur Registration District Medak at Sangareddy.

NORTH :- Wonder Grenites Pvt. Ltd.,

SOUTH :- Vendor's Property.

EAST :- P. S. Road to Temple.

WEST :- Wonder Granites Pvt. Ltd.,

In witness whereof the Vendor has put his hand on this the 16th day of September, 1989.

WITNESSES :-

YENDOR VENDOR

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But Silvan

Probables RNO 39/89

AGRICULTURAL LAND AT BONTHAPALLY (VIL),
JINNARAM (MAN), MEDAK (DIST), A.P.

 \mathbb{N}

VENDOR :

M MARENDAR REDDY

VENDEL:

MID WONDER GRANITED (P) LTD. REGD OFFICE: T-1-65/10;

AMEERPET, HYDERABAD -16

LAND BEENSHISTO UARENDAR REDOY (VENDOR)

LAND BELENGINGTO

REFERENCE :

EXCLUDED : -

INCLUDED I

AREA

: 422 59.79115

SCALE

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YENDOR'S SIGNATURE

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= MIS wonder gramiles (P) Ltd. 1160 ttyl.

SALE D.ED RS. 15, 200 -

this sale weed is executed on this 1 YMCandalay

ty : 20 December 1989.

3ri K. Marender Ready, S/o. Late Sri M. Venkat heddy, aged 32 years, R/o. Bonthapally, Jinnaram Mondal, Med-k District, Andhra Pradesh.

Hereinafter to be called the "Vendor" which term shall made and include all his heirs, assigns, legal representatives, nominees, administrators, executors, etc.

M/S. WCHOER GRANITES PHIVATE LIMITED Having its Registered Office at 7-1-65/10, Ameerpet, Hyderabad, represented by its Managing Director Sri P.Kodandarami Reddy S/o. P. Sundararami Reddy R/o 7-1-65,10, Ameerpet, HEDERABAD,

Hereinafter to be called the "Purchaser" which term shall meen and include all its assigns, successors in interest, nominees, etc ..

Whereas the Vendor is the absolute owner having subsisting right title and interest in the schedule mentioned proposed to be sold hereunder. The property acquire by purchase of the same through a registered sale deed No. 352/87 dated 31st may of Janary, 1987 in the office of Sub-Registrar, Warsapur.

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Whereas the Vendor wanted to sell and the Vandee wanted to purchase the schedule mentioned property for a fair and proper consideration.

Thereas the Vendor entered into an agreement for sale dated 10-9-1989 for sale consideration of B. 15,225/- at N. 1.21,000/- ner Acre.

BE II KNOW AS FOLLO S

- 1) The Vendor hereby conveys all his right title and interest in the schedule mentioned property to the purchaser for consideration of B. 15,260/- out of which, the Vendor had already received a sum of B.5,000/- in cash dated 16-9-89, at the time of agreement for sale Dt. 16-9-89 and the Vendor having received the balance sale consideration of B. 10,200/- by cheque No. 680396 dated 5-12-1989 before the Registration of this document and the hereby acknowledge the receipt of the entire sale consideration.
- 2) The Vendor has already delivered vacant and praceful possession of the schedule mentioned property to the purchaser and the purchaser is entitled hereafter to hold and enjoy the same for ever absolutely and in its own right.
- 3) The Vendor hereby assures the purchaser that the Vendor has got substituting right title and interest and that there are no encumbrances, charges, third party claims, acquisition or



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requisition proceedings, court proceedings, etc., in respect of the property sold hereunder.

- 4) The Vendor hereby assures the purchaser that the Vendor wasindemnify the Vandee in the event of any dispute with reference to the title or possession of the schedule mentioned property.
- 5) The Vendor hereby assures the purchaser that the purchaser is entitled to enjoy all the easementary rights by way of eagress and ingress in to and out of schedule mentioned property.
- 6) That the VENDORS shall indemnify the VENDER as against all losses, monies, etc., that the VENDEE MAY SUSTAIN or incur by reason of any defect whatsoever in the title of the Vandors inrespect of the whole or part of the property hereby conveyed.
 - 7) That there are no protected tenants on the schedule land.
- a) The market value of the schedule property at the rate of



1112-30-1137-1001

The K. Subha Nac Hyd com or Sign gra 2 10. -- MIS wonder gramiles (P) Itd. No the

- 9) That if by defective title of the Vendors any part or whole of the property hereby conveyed is dispossed or any claim or object against the said schedule property is made the Vendors shall be liable to defend the same and also liable for all costs, expenses, charges and other damages which are to be sustained or incurred by the Vendees and also agreed to reimburse the sale consideration with 18% interest from the date of receipt from their other moveable and inmoveable properties.
- 10) The land has not been assigned by the Government of Andhra Pradesh as defined under ordinance No.2 of 1977 of Government of Andhra Pradesh or their agencies undertaking and are not the Government land or lands covered by Mortgage to the Government agencies or undertakings.



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SCHEDULE

All that part and partial of Wet Agricultural land admeasuring u09 Sq.Yrds. (493 Sq.Mtrs.) in Survey No.470situated at Bonthanally Village end Gram Panchayat, Jinnaram Mandal, Medak District, Andhra Pradesh and bounded by : Registration Sub-District Narsapur Registration District Medak at Sangareddy.

NORTH :- Wonder Granites Privates Ltd.,

SOUTH :- Vendor's Property.

EAST :- P.S.Road to Temple.

WEST :- Wonder Granites Private Ltd.,

In witness where of the Vendor has put his hand on this the 20th Recomber 1989

WITNESSES

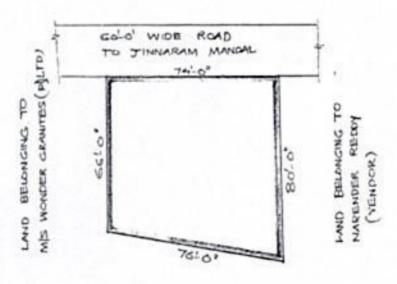
VENDOR

REGISTRATION PLAN PORTION OF SURVEY No. 470 AGRICULTURAL LAND AT BONTHAPALLY (VIL) TINNARAH (MAN) MEDAK (DISE) A.F.

VENDOR

M. NARENDAR REDDY NO VENKAT REDDY

ME WONDER GRANITESPILTD REGD OFFICE - 7-1-6510, AMERRPET . HYDERABAD- IS



LAND BELONGING TO MS WONDER GRANITES (P) LTD

REFERENCE

EXCLUDED : E

INCLUDED : WINET

AREA

: 508 07 rds (49248)

SCALE.

WITNESS

1) + Buch

VENDOR'S SIGNATURE



101. - K. Madhusudhambedly Sto K. Rangasally Machilles Machilles put. Ltcl. 10.5 a Miller to 10.5 a Miller t

SALE DEED

This Sale Deed is executed on this 5th day of October, 1988 by:

Sri M. Balakrishna Reddy, S/o. late Sri Peda Veera Reddy, aged 33 years, occupation: Agriculture, Resident of Bonthapalli, Jinnaram Mandal of Medak District.

Hereinafter to be called the "Vendor" which term shall mean and include all his heirs, essions, legal representatives, nominees, administrators, executors, etc.,

IN FAVOUR OF

MIS WONDER GRANITES PRIVATE LIMITED having its Registered Office at 7-1-65/10,
Ameerpet, Hyderebad, represented by its Menaging Director Sri P. Kodandarami Reddy,
Son of P. Sondara Rate Reddy Rio 7-1-65/10 Attacher, Hyderabad.
Hereinafter to be called the "Purchaser" which term shall mean and include
ell its assigns, successors, in interest, nominees etc.,

whereas the Vendor is the absolute owner having subsisting right title and interest in the schedule mentioned property proposed to be sold hereunder.

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To Mr. MIS. Wester granites put Ltd. & Hyd. Ap

whereas the Vendor wanted to sell and the Vendes wanted to purchase the schedule mentioned property for a fair and proper consideration.

whereas the Vendor entered into an agreement for sale Dt. 12-2-1988 for sale consideration of Rs.1,19,000/- at the rate of Rs.85,000/- per Acre.

BE IT KNOWN AS FOLLOWS

- (1) The Vendor hereby conveys all his right title and interest in the Schedule mentioned property to the purchaser for consideration of Re.1,19,000/- out of which, the vendor had already received a sum of Rs.54,200/- (Rupees fifty four thousand two hugdred only) at the time of agreement for sale Dt. 12-2-1988 and the Vendor having received the belance sale consideration of Rs.64,800/- before the Registration of this document and the Vendor hereby acknowledge the receipt of the entire sale consideration.
- (2) The Vendor has already delivered vacant and peaceful possession of the schedule mentioned property to the purchaser and the purchaser is entitled hereafter to hold and enjoy the same for ever absolutely and in its own right.
- (3) The Vendor hereby assures the purchaser that the Vendor has got substituting right title and interest and that there are no encumbrances, charges, third party claims, acquisition or requisition proceedings, court proceedings, etc., in respect of the property sold hereunder.

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- (4) The Vendor hereby assures the purchaser that the Vendor was indemnify the Vendoe in the event of any dispute with reference to the title or possession of the schedule mentioned property.
- (5) The Vendor hereby assures the purchaser that the purchaser is entitled to enjoy all the essementary rights by way of eagress and ingress into and out of the schedule mentioned property.
- (6) That the VENDORS shall indemnify the VENDEE as against all losses, monies, etc., that the VENDEE MAY SUSTAIN or incur by reason of any defect whatsoever in the title of the Vendors in respect of the whole or part of the property hereby conveyed.
 - (7) That there are no protected tenants on the schedule land.
- (8) The market value of the schedule property is Rs.1,19,000/- (Rupees one lakh nineteen thousands only) at the rate of Rs.85,000/- per Acre.

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Sold K. Madhusudham Swady Sto K. Ranga leady. Rio Hyd

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Hyd. G. S. O. Hydersbod.

(9) That if by defective title of the Vendors any part or whole of the property hereby conveyed is dispossessed or any claim or objection against the said schedule property is made the Vendors shall be liable to defend the same and also liable for all costs, expenses, charges and other damages which are to be sustained or incurred by the Vendees and also adquired to reimburse the sale consideration with 18% interest from the date of the receipt from their other moveable and immoveable properties.

defined under ordinance No.2 of 1977 of Government of Andhra Pradesh as condentationing and are not the government land or land forward by managers to the government land or land forward by managers to the government rigences or condentationings.

Mr. Da.

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1. 11. 14414 1-10-88-10011. K. Madhusudhan Goodly Sho K Ranga Gradely, Hzd.

N. K. Madhusudhan Goodly Sho K Ranga Gradely, Hzd.

M/S Wonder graniles put Ltd. 5. 2 min Sunds.

Hyd. Ap

SCHEDULE

Undevided half share of the Vendor herein in the total extent of Ac.2.32 Guntas(in Survey No.466 Conthapalli Village and Grampanchayat, Jinnaram Mandal, Medak District. More fully deliniated in the plan annexured herewith and bounded as follows:-

EAST: Land of Sri Narendra Reddy in Survey No.470

SOUTH: Land of Sri Panyala Srinivasa Reddy

WEST: Land of Sri P. Remi Reddy and Others.

MORTH: Land of Sri P. Shanker Reddy.

IN WITNESS whereof the Vendor has put his hand on this the 5th day of October, 1988.

Meday

VENDOR

WITNESSES:

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PROPOSED: Neolohrishm reddy. E .29 ,99 REGISTRATION PLAN PORT IN OF S.HO: 466 GB AGRICUL JAMP LAND Sign 38 0 REGID OFFICE: 7.1.65/10 AMEDIPPEL HIJD-A.P. SUR VEY HO: 466 GB EXTENT: 2. ACRE 329UNDS vendor . BONTHADALLY (V) JINHARAM (MANDALAM) MEDAN (H) A.P. M. Balahrishna reddy-slov-perddy veera reddy HALF SHARE IN 744 NOTOR LONG: 2 ACTE 329 UNDS VEENDEE: MANCHDER GRANNES(P) LTD. UNDIVIDED - Massesself WITTESSE VENDOR: Relbences

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Som . K. Madhusudhan sucdely 56 K Rongusedly March W

Ms. Wandle & grownitee PUT Ltel, Hyd. Ap

SALE DEED

This Sale Deed is executed on this 5th day of October, 1988 by:

M. Penta Reddy, S/o. late M. Ganga Reddy, aged 30 years, occupation: Agriculturist, Resident of Bonthapally Village, Jinnaram Mandal, Medak District, Andhre Pradesh.

Hereinafter to be called the "Vendor" which term shall mean and include all his heirs, assigns, legal representatives, nominees, administrators, executors, etc.,

IN FAVOUR OF

m/S WONDER GRANITES PRIVATE LIMITED having its Registered Office at 7-1-65/10.

Amearpat, Hyderabad, represented by its Managing Director Sri P. Kodandarami Reddy.

5/o F SUNDARA GAME GENRY R/o 7-1-65/10 AMERRET TY DERAMAN.

Hardinefter to be called the "Purchaser" which term shall mean and include all its assigns, successors in interest, nominees, etc.,

whereas the Vendor is the absolute owner having subsisting right title and interest in the schedule mentioned proposed/sold hereunder.

whereas the Vendor wanted to sell and the Vendee wanted to purchase the schedule mentioned property for a fair and proper consideration.

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Whereas the Vendor entered into an agreement for sale Dt. 12-2-1988 for eale consideration of Rs.1,19,000/- at Rs.85,000/- per Acre.

BE IT KNOWN AS FOLLOWS

- (1) The Vendor hereby conveys all his right title and interest in the schedule mentioned property to the purchaser for consideration of Rs. 1, 19,000/- out of which, the Vendor had already received a sum of Rs.52,000/- at the time of agreement for sale Dt. 12-2-1988 and the Vendor having received the balance sele consideration of Rs.67,000/- before the Registration of this document and the Vendor hereby acknowledge the receipt of the entire sale consideration.
- (2) The Vendor has already delivered vacant and peaceful possession of the schedule mentioned property to the purchaser and the purchaser is entitled hereafter to hold and enjoy the same for over absolutely and in its own right.
- The Vendor hereby assures the purchaser that the Vendor has got substituting right title and interest and that there are no encumbrances, charges, third party claims, acquisition or requisition proceedings, court proceedings, etc., in respect of the property sold hereunder.

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** - K. Madhusudhan Rocky Sto K. Rouga Jeoddy, Hyd - K. Madhusudhan Rocky Sto K. Rouga Jeoddy, Hyd - M/S. Wonder granites prehite, Under W Hyd. Ap -sun Tag elear Sundr. -

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- The Vendor hereby assures the purchaser that the Vendor was indemnify the Vendee in the event of any dispute with reference to the title or possession of the schedule mentioned property.
- (5) The Vendor hereby assures the purchaser that the purchaser is entitled to enjoy all the sessmentary rights by way of eagress and ingress into and out of the schedule mentioned property.
- That the VENDORS shall indemnify the VENDEE as against all losses, monies, etc., that the VENOEE MAY SUSTAIN or incur by resson of any defect whatsoever in the title of the Vendors in respect of the whole or part of the property hereby conveyed.
- (7) That there are no protected tenants on the scheduledland.
- (8) The market value of the schedule property is Rs.1,19,000/- (Rupees one lekh nineteen thousands only) at the rate of Rs.85,000/- per Acre.

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- That if by defective title of the Vendore any part or whole of the property hereby conveyed is dispossessed or any claim or objection against the said schedule property is made the Vendors shall be liable to defend the same and also liable for all costs, expenses, charges and other damages which are to be sustained or incurred by the Vendees and also adquired to reimburse the sale consideration with 18% interest from the date of the receipt from their other moveable and immoveable properties.
- (10) The land has not been assigned by the Government of Anchre Pradesh as defined under ordinance No.2 of 1977 of Government of Andhra Pradesh. or they Agracian undertaking and are not the government land or lands covered by resortgages to the government agencies or uncertablished ... 5....

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Hyd. Ap G. S. O. Hyderand.

Undevided half share of the Vendor herein in the total extent of Ac. 2.32 Guntas in Survey No.466 Bonthepalli Village, Jinnaram Mandal, Medak District. More fully delinisted in the plan annexured herewith and bounded as follows:-

> Land of Sri Narendra Reddy in Survey No.470. EAST:

SOUTH: Land of Sri Panyala Srinivasa Reddy

Land of Sri P. Rami Reddy and Others

NORTH: Land of Sri P. Shanker Reddy

In Witness whereof the contents of this deed were read over and explained to the Vendor in Telugu who appear to have perfectly understood the same and out of their free will and consent sat his respective hand to this deed on the day month and year hereinshove first mentioned.

Martinote.

VENDOR

WITNESSES:

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posodord: REGISTRATION PLAN DOR. ON SURVEY NO: 466 63 AC. . CULTURAL LAND AT ,99 ·S.4 M. PENTA REDDY. M. Booksoff .93 ¥ 9 vendor Sign. 1607 SURVEY NO: 466 GP extent 2AC-32gundas A.P. REGO. OFFICE: T-1-65/10, ANEDO PET. HyD- A-P. BONTHAPALLY (V), JINHARAM MANDALAM, MEDANGED UNDIVIDED HALF SHARE IN VENDOR : M. PENTA REDOY SO M. GANGA REDOY. GRAMITES (P) UD. UNDIVIDED HALF SHARE: IACRE IL GONTAS 141 TOTAL AREA: 2ACRE 329UNIAS. VEHIDEE : WONDER WITNESSES REFERENCES



Sold to K. Madhusudhan hoddy Sto. K. Ranga suchdy, How Sold to K. Madhusudhan hoddy Sto. K. Ranga suchdy, How For when MIS Wonder groundes PUTHER Office Stome Vedor G. S. O. Hyderab. 1.

SALE DEED

This Sale Deed is executed on this 5th day of October, 1988 by:

Sri M. Narender Reddy, S/o. late Sri M. Venkat Reddy, aged 31 years, R/o. Bonthapally, Jinnarem Mandel, Medak District, Andhra Pradesh.

Hereinafter to be called the "Vendor" which term shall mean and include all his heirs, assigns, legal representatives, nominees, administrators, executors, etc.,

IN FAVOUR OF

MS. WONDER GRANITES PRIVATE LIMITED having its Registered Office at 7-1-65/10, Ameerpet, Hyderebad, represented by its Managing Director Sri P. Kodandaremi Reddy. S(O P. EUNDARA RANI REDDY R/O 7-1-65/10 AMBERPET, HYDERABAD. Hereinafter to be called the "Purchaser" which term shall mean and include all its assigns, successors in interest, nominees, etc..

Whereas the Vendor is the absolute owner having subsisting right title and interest in the schedule mentioned proposed, sold hereunder. The property acquired by purchase of the same through a registered sale deed No.352/87 dated 31st day of January, 1987 in the office of Sub-Registrar, Nersapur.

whereas the Vendor wanted to sell and the Vendee wanted to purchase the schedule mentioned property for a fair and proper consideration.



5/10.19. - · 500 501 50755 గణ-రికిస్తాన రాజా నామరో చాలం కేరినవి మండు. బాస్ యర్చినట్లు ఓ క్యూక్ మై జ్ Mikedoly, MReddy. ausoco dos es de as of ನಿರ್ಮವಿಂದಿನದಿ and the state of t 211 Dross 200 g

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Whereas the Vendor entered into an agreement for sale Dt. 12-2-1988 for sale consideration of Rs.3,705/- at Rs.85,000/- per Acre.

BE IT KNOWN AS FOLLOWS

- The Vendor hereby conveys all his right title and interest in the schedule mentioned property to the purchaser for consideration of Rs.3,705/- out of which, the Vender had already received a sum of Rs.2,000/- at the time of agreement for sale Dt. 12-2-1988 and the Vendor having received the balance sale consideration of Rs.1,705/- before the Registration of this document and the Vendor hereby acknowledge the receipt of the entire sale consideration.
- The Vendor has already delivered vacant and peaceful possession of the (2) schedule mentioned property to the purchaser and the purchaser is entitled hereafter to hold and enjoy the same for ever absolutely and in its own right.
- The Vendor hereby assures the purchaser that the Vendor has got substituting right title and interest and that there are no encumbrances, charges, third party claims, acquisition or requisition proceedings, court proceedings, etc., in respect of the property sold hereunder.

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- (4) The Vendor hereby assures the purchaser that the Vendor was indemnify the Vandee in the event of any dispute with reference to the title or possession of the schedule mentioned property.
- (5) The Vendor hereby assures the purchaser that the purchaser is entitled to enjoy all the easementary rights by way of eagress and ingress into and out of the schedule mentioned property.
- (6) That the VENDORS shall indemnify the VENDEE as against all losses, monies, etc., that the VENDEE MAY SUSTAIN or incur by reason of any defect whatsoever in the title of the Vendors in respect of the whole or part of the property hereby conveyed.
- (7) That there are no protected tenants on the schedule land.
- (8) The market value of the schedule property is Ro. 1, 19,000/- (Rupees one lash nimiteen thousands only) at the rate of Rs. 85,000/- per scre to Ro. 3705/- (Aufas these transand septen than the fire) on the

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- (9) That if by defective title of the Vendors any part or whole of the property hereby conveyed is dispossessed or any claim or object against the said schedule property is made the Vendors shall be liable to defend the same and also liable for all costs, expenses, charges and other damages which are to be sustained or incurred by the Vendees and also adquired to reimburse the sale consideration with 18% interest from the date of the receipt from their other moveable and immoveable properties.
- defined under ordinance No.2 of 1977 of Government of Andhra Predesh as undertaking and are not to government of Andhra Predesh or their Agencial to the fournment Agencial or for the fournment of Andhra Predesh as undertaking and are not to government of Andhra Predesh as undertaking and are not to government of Andhra Predesh as undertaking and are not to government of Andhra Predesh as undertaking and are not to government of Andhra Predesh as undertaking and are not to government of Andhra Predesh as undertaking and are not to government of Andhra Predesh as undertaking and are not to government of Andhra Predesh as undertaking and are not to government land or lands to be aveil by the four to government land or lands.



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SCHEDULE

(176. 43) So melers. in Survey No.470 in Bonthapally Village and Grampanchayat, Jinnaram Mandal, Medak District, Andhre Pradesh and bounded by:

P.S. Road to Temple EAST:

SOUTH: Vendor's Property

Survey No.466 of M. Balekrishna Reddy and M. Pente Reddy

NORTH: Vendor's Property.

In witness whereof the Vendor has put his hand on this the 5th day of October, 1988.

> Mikedely VENDOR

WITNESSES:

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AT BONTHAPALLY VILLAGE, JINNARAM MANDAL, MEDAK DISTRICT. A.P.

VENDOR: M. NARENDER REDDY, 5/0. M. VENKAT REDDY.

VENDER: WONDER GRANITES PRIVATE LIMITED.

REGD. OFFICE . Y-1-65/10, AMEER PET, HYDERABAD_ A.P.



REFERENCES :_

TOTAL AREA : 211 30, YARDS. SCALE : 1'0" : 20'0" FEETS.

WITNESSES :_

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SALE DEED

This Sale Deed is executed on this 5th day of October, 1988 by:

Sri Penyala Srinivasa Reddy, S/o. Penyala Venkata Raji Raddy, aged about 37 years, resident of Bonthapalli, Jinnaram Fendal, Medak District, Andhra Pradesh.

Hereinafter to be called the "Vendor" which term shall mean and include all his heirs, assigns, legal representatives, nominees, administrators, executors, etc.,

IN FAVOUR OF

Americate to be called the "Purchaser" which term shall mean and include all its assigns, successors in interest, nominees, etc.,

whereas the Vendor is the absolute owner having subsisting right title and interest in the schedule mentioned proposed sold hereunder. The property is acquired by purchase of the same through a registered sale deed No.1278/85 dated 11th february 1985 in the Office of Dy. Registrar, Sangareddy.

Whereas the Vendor wanted to sell and the Vendee wanted to purchase the schedula mentioned property for a fair and proper consideration.

Whereas the Vendor and Sri P. Madhava Reddy had divided the property in which the schedule mentioned property fell to the where of Vendor herein and in confirmation

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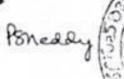
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thereof Sri P. Madhava Reddy had jointed this document as witness.

Whereas the Vendor entered into an agreement for sale Dt. 12-2-1988 for sale consideration of Rs.21,250/- at the rate of Rs.85,000/- per Acre.

BE IT KNOWN AS FOLLOWS

- (1) The Vendor hereby conveys all his right title and interest in the schedule mentioned property to the purchaser for consideration of Rs.21,250/out of which, the Vendor had already received a sum of Re.15,000/- at the time of agreement for sale Dt. 12-2-1988 and the Vendor having received the belence sela consideration of Rs.6,250/- before the Registration of this document and the Vendor hereby acknowledge the receipt of the entire sale consideration.
- (2) The Vendor has already delivered vecant and peaceful possession of the schedule mentioned property to the purchaser and the purchaser is entitled hereafter to hold and enjoy the same for over absolutely and in its own right.
- (3) The Vendor hereby assures the purchaser that the Vendor has got substituting right title and interest and that there are no encumbrances, charges, third party claims, acquisition or requisition proceedings, court proceedings, etc., in respect of the property sold hereunder.
- (4) The Vendor hereby assures the purchaser that the Vendor was indemnify the Vendee in the event of any dispute with reference to the title or possession of the schedule mentioned property, Constant,



~ K. Madhusudhan Goddy Sto K. Rango m 40/44/3 m1+10-880-200/ 11 3 11

- (5) The Vendor hereby assures the purchaser that the purchaser is entitle to enjoy all the easementary rights by way of eagress and ingress into and out of the schedule mentioned property.
- (6) That the VENDORS shall indemnify the VENDEE as against all losses, monies, etc., that the VENDEE MAY SUSTAIN OR incur by reason of any defect whatsoever in the title of the Vendore in respect of the whole or part of the property hereby conveyed.
 - (7) That there are no protected tenants on the schedule land.

(8) The market value of the schedule property to Rg. 1,19,000/- (Ruposs onn (Appendix on thousands only) at the rate of Ra.85,000/- per Acre. & 2/25%
(Appendix of our thousand does handed and fixed) orch.

(9) That if by defective title of the Vendors any part or whole of the property

- hereby conveyed is dispossessed or any claim or objection against the said achedule property is made the Vendors shall be liable to defend the same and also liable for all costs, expenses, charges and other damages which are to be sustained or incurred by the Vendees and also acquired to reinqurae the sale consideration with 18,6 interest from the date of the receipt from their other moveable and immoveable properties.
- (10) The land has not been essigned by the Government of Andhra Pradesh as defined under ordinance No.2 of 1977 of Government of Anchra Pradesh.

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SCHEDULE

All that part and parcel of agricultural land admessuring 10 Guntas i.e.

D.10 Hectares in Survey No.466/éin Bonthapally Village and Grampanchayat, Jinnaram

Mendál, Madek District, Andhra Pradesh and bounded by:

EAST: Land of M. Narender Reddy in Survey No.470

SOUTH: Vendor's Land

WEST: Land of P. Ram Reddy and Othera

NORTH: Land of M. Balakrishna Reddy and M. Penta Reddy bearing Survey No.466/尚

IN WITNESS whereof the Vendor has put his hand on this the 5th day of October, 1988.

PSNEARY

WITNESSES:

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Brast prospaid by me.

2. Dire dely

REGISTRATION PLAN PORTION OF SURVEY NO. 466646RICULTURAL LAND AT

BONTHAPALLY YILLAGE. JINNARAM MANDAL, MEDAK DISTRICT. A.P.

YNDOR: P. SRINIVAS REDDY 5/0, P. YENKAT RAJ REDDY.

VENDEE MISWONDER GRANITES PRIVATE LIMITED.

REGD. OFFICE: 7-1-65/10. AMEERPET, HYDERABAD . A.P.

7 66 BURYEY NO. 466 69 7570 7 EXTENT 0-10 GUNTAS. 189'0' 66 0 P. S. ROAD PROPOSED SITE

REFERENCES:

TOTAL AREA :. O-10 GUNTAS

WITNESSES :-

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z. MKestdy.

YENDORS SIGNATURE

P. SRINIVAS REDDY.

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Rs. 100

ONE **HUNDRED RUPEES**

N 913401

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Serial No : 775

Perchased by 1 P BHARATH REDDY

S/O P EQUANDA RAMI REDUT R/O HYDERABAD

For Whom :

SALE DEED

M/S VIRANT GRANITES PVT LTD

avo amparathis Deed of Sale is made and executed on this 01" day of July, 2008, by:

Sri. K. MADHUSUDHAN REDDY S/o Late K. RANGA REDDY, aged 44 Years, Occupation Business, R/o Bonthapally Village, Jinnaram Mandal, Medak District, Present Address 7-1-65/10, D.K. Road, Ameerpet, Hyderabad, A.P., Hereinafter called the VENDOR which term shall mean and include all his legal heirs, representatives, executors, administrators, assignees etc.

IN FAVOUR OF

M/s VIRAAT GRANITES Pvt. Ltd., (formerly known as M/s WONDER GRANITES Pvt. Ltd) registered office at 7-1-65/10, D.K. Road, Ameerpet, Hyderabad, A.P., represented by its Director SA. P. BHARATH REDDY S/o Sri. P. KODANDA RAMI REDDY, aged about 33 Years, R/o 7-1-65/10, D.K. Road, Ameerpet, Hyderabad, A.P., Hereinafter referred to as the VENDEE which expression shall mean and include its heirs, successors, legal representatives, administrators, executors and assigns of the Second Part.

K. Marshadlan Te



400గానం కిర్మాట్లు మాసం కి తెరి 19 గెం క.గా.శ. కి మాడ్ మాసం కి తెరిపగాలు ఓ మరియు కి గంటలమడ్య సర్సాహ్హెక్ మ్ చిన్న స్టార్స్ గ్రార్థ్యాలయము లో ఓ మీ మీ మీ మీ ఉద్దర్శ్వీ ప్రవర్ణం 1908లో సెక్ష ప్రక్రిస్తే ప్రవర్ణం 1908లో సెక్ష ప్రక్రిస్తే ప్రభావించిన ఎన పోలాగ్స్ట్ క్లు మరియు ప్రేమం డల కో సహా బాలలు జేసి రుసుము రూ. కెక్స్ స్ట్రైలం చిగారు

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WHEREAS the Vendor absolute owner of the Land bearing Survey No. 466/68, admeasuring Ac. 0-18 Guntas, having purchased the same from Sri. P. Srinivas Reddy by virtue of a registered Sale Deed as Document No. 5998/1992 dated: 19-11-1992 registered in the office of the Sub-Registrar of Narsapur, Medak District, Situated at BONTHAPALLY Village, Jinnaram Mandal, Medak District, And the Vendor is in peaceful possession of the said land till date without any encumbrance.

AND WHEREAS the Vendor herein has offered to sell the said property more fully described in the Schedule of Property mentioned hereunder to the Vendee for a total sale consideration of Rs. 63,000/-(Rupees Sixty three thousand only) and the Vendee herein has agreed to purchase the schedule property for the said sale consideration from the Vendor. The Vendee has already paid Rs. 63,000/- (Rupees Sixty three thousand only) by way of Cash, before the execution of this deed to the Vendor and the Vendor has admitted and acknowledged the receipt of the said total sale consideration towards execution of sale of the scheduled property and the Vendor has also delivered the physical possession of the schedule property.

This deed of sale between the Vendor and the Vendee is subject to the following terms and conditions mutually agreed by them:

Terms & Conditions

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NOW THIS DEED OF SALE WITNESSETH AS UNDER:

1. That in pursuance of the above offer and in acceptance of consideration the Vendee has already paid the entire sale consideration of Rs. 63,000/- (Rupees Sixty three thousand only) to the Vendor towards full and final settlement of sale consideration. That the Vendor hereby acknowledge the receipt of the said amount from the Vendee and releases the Vendee from future liability of payment in this transaction. That the Vendor hereby declares and transfers the Schedule mentioned property by the 'ABSOLUTE SALE' to the Vendee TO HAVE and TO HOLD the same absolutely forever together with all the estate rights, title, liens, interests, easements, advantages, claims whatsoever and appurtenances pertaining thereto which the Vendor is having in respect of the Schedule Property.

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Including Transfer Duty U/541 of 1.5.

Act. 1899 and Rs. 315+1100 towards

Repn. Fees on the chargeble value of

Rs. 65000 by the Pory

through SBH Receipt No. 878008.

dated 91. 70.6... at SBH, Narsapur

Branch.

Sub-Registras

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Registered as document No. 3596 1000 (1980 St) of book | and assigned the Registration Number 1706-1 3596 2000 for scarrying Date 01. 7.001 2000 for

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- 2. That the Vendor has to-day handed over the vacant and peaceful physical position of the schedule property to the Vendee and shall keep indemnified from all losses, cost, expenses, damages and whatsoever may be incurred by the Vendee shall be put into by reason of any defect in the title of the schedule property at the time of execution of sale.
- That the Vendor shall keep the Vendee indemnified from all losses, cost, expenses, damages and any other losses / damages the Vendee on account of any defect in the title of the Vendor shall be put into by reason of any defect in the title of the schedule property after this sale.
- 4. That the Vendor further covenants with the Vendee that, if the Vendee is deprived of whole any part on account of any defect in the title of the Vendor, the Vendor shall indemnify and compensate the Vendee against the same.
- The Vendor hereby handed over original title deeds relating to the schedule property and other necessary documents as required and asked by Vendee.
- That the Vendee can hold and enjoy the schedule property hereafter as an absolute owner as they like without any coercion or hindrance or interference either the Vendor or from any other party.
- 7. The Vendor hereby declare that the schedule property is free from all encumbrances, charges, sales, gifts, mortgages, prior assignments of sale or lease hold or court attachments and it is not subjected to any other litigation in any court of law.
- 8. That the Vendor has cleared / paid all the taxes, water charges, electricity bills, property tax, agricultural land assessment tax, development charges, cess or any other statutory / non-statutory, dues either to Government or private financial institutions, or any other tax / cess / fees etc. If any dues are found unpaid after this sale the Vendor will be liable to pay all such dues on later date. That the Vendee shall pay all taxes in respect of the schedule property from the date of execution of sale by the Vendor.

Contd. P.4

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- That the Vendor shall do all further acts and deeds more perfectly, conveying and assigning the said property and every part thereof in manner aforesaid according to the true intent and meaning of this sale deed.
- That the Vendor further agrees to sign all such papers and petitions which shall be required reasonably in getting mutation in revenue records or in any other concerned departments at the expenses of the Vendee on completion of the sale.
- That the Vendor declare that the land effected by this document or any part or portion of the entire schedule mentioned property is not assigned land as defined in sec 2 (1) - Act 9 of 1977 and also further declare that there is no claim of any tenant over the schedule of property.

SCHEDULE OF PROPERTY

All that piece and parcel of Land Situated at BONTHAPALLY Village, Under Grampanchayat Bonthapally, Jinnaram Mandal, Medak District, Registration Sub-District Narsapur, Registration District Medak at Sangareddy:

SURVEY NO.

EXTENT

NATURE

466/64.

Ac. 0-18 Gts.

Wet

(Eighteen Guntas) or 0.18 Hectors

BOUNDARIES:

NORTH: M/s Wonder Granites Limited.

SOUTH:

Land in Survey No. 466 Part belongs B. Sudhir Reddy.

Land in Survey No. 466 Part belongs to M/s Sujai's Ribbons EAST:

India.

WEST: Land of M. Narendar Reddy.

Contd. P.5

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RULE (3) MARKET VALUE STATEMENT Bonthapally (V)

Survey No. Extent Value per Acre Total 466/68. Ac. 0-18 Ots. Rs. 1,40,000/-Rs. 63,000/-

Rs. 5985/- paid Vide Challan Receipt No. 878008 dated: 01-07-2008 in State Bank of Hyderabad, Narsapur Branch.

That the Vendor hereby declared that there are no Trees or Gardens, Quarries of Granites, mines, Fish Ponds and there are no structures in the said property now being transferred, if any suppressions facts is noticed at a future date, I will liable for prosecution as per law, beside payment of deficit duty."

In witness whereas the Vendor has signed on this deed of sale with free will and consent on the day, month and year first above mentioned. Annexed plan herewith enclosed.

SIGNATURE OF THE VENDOR: K. T.

SIGNATURE OF THE VENDEE:

1. Dely (v Sathern Redy)
2. B.S. Redby

Dogument Write

MAP FOR REGISTRATION

LAND SITUATED AT BONTHAPALLY VILLAGE, Jinnaram Mandal, Medak District, A. P. Survey No. 466/54, admeasuring Ac. 0-18 Guntas. VENDOR: Sri. K. MADHUSUDHAN REDDY VENDEE: M/s VIRAAT GRANITES Pvt. Ltd., (formerly known as M/s WONDER GRANITES Pvt. Ltd) MIS WONDER CRANITES LIMITED P) APLESTED 532.64 Stow. GCC PART BELCONS 10 Me Sujais eibbens inte ELTY LAND 5320 LANT IN SURVEY NO. 466 PART BELONGETO B. SUSHIA REDDY Scale 1": 132' 4 CHAINS INCLUSED Excluses [WITNESSES: VENDOR: K.

PHOTOGRAPH AND FINGER PRINTS AS PER SECTION 32 A OF REGISTRATION ACT. 1908

Finger Print in Block Ink (Left Thumb)

Passport Size Photograph (B/W)

Name & Permanent Postal Address of Presentent Seller/Buyer





Sri. K. MADHUSUDHAN
REDDY S/o Late K. RANGA
REDDY, aged 44 Years,
Occupation Business, R/o
Bonthapally Village, Jinnaram
Mandal, Medak District,
Present Address 7-1-65/10,
D.K. Road, Ameerpet,
Hyderabad, A.P.,





M/s VIRAAT GRANITES
Pvt. Ltd., (formerly known
as M/s WONDER GRANITES
Pvt. Ltd) registered office at
7-1-65/10, D.K. Road,
Ameerpet, Hyderabad, A.P.,
represented by its Director
Sri. P. BHARATH REDDY S/o
Sri. P. KODANDA RAM1
REDDY, aged about 33 Years,
R/o 7-1-65/10, D.K. Road,
Ameerpet, Hyderabad, A.P.,

Witness:

Executants:

1. Day. (v. Sattish Rell)

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31/05/2014

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