

ಆಂಧ್ರಕ್ಷದೆ § आ-भ्र प्रदेश ANDHRA PRADESH

P 365019

Purchased By :

G. VENKATESH S/O G.A. PAO SECBAD

For Whom : MODI VENTERES

SECRAD

Denomination:

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 21st day of November 2008 at Sec**t** nderabad by and between:

M/S MODI VENTURES, a registered partnership firm having its office at 5-4-187/3&4, II Floor, Soham Mansion, M. G. Road, Secunderabad 500 003, represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 38 years, Occupation: Business, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

AND

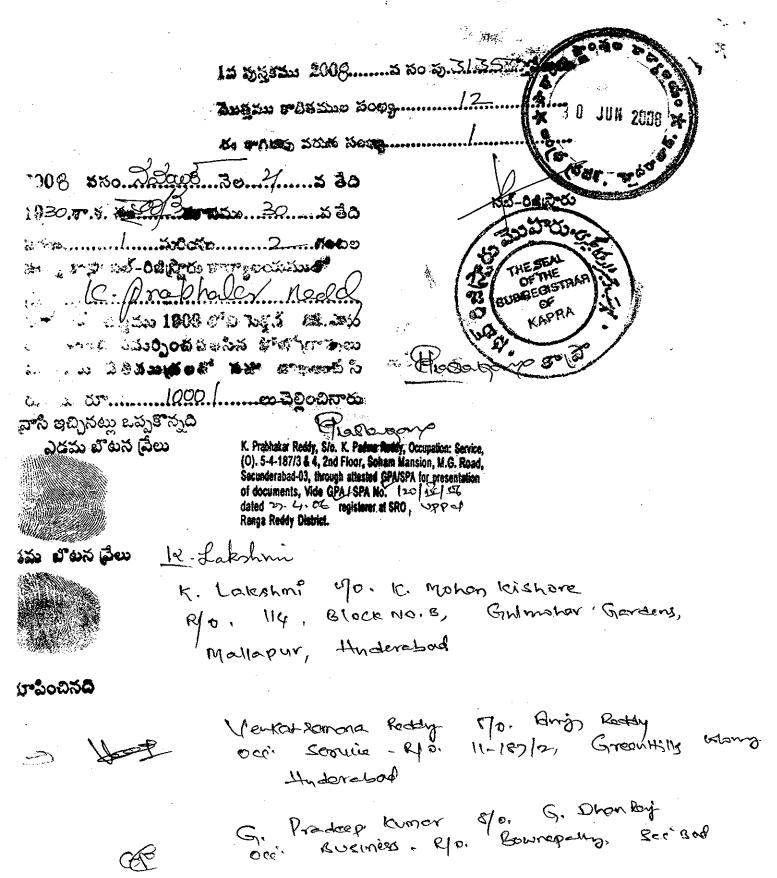
MRS. K. LAKSHMI, WIFE OF MR. K. MOHAN KISHORE, aged about 57 years, Occupation: Housewife, residing at Flat No. 114, Block No. B, Gulmohar Gardens, Mallapur, Hyderabad 500076, hereinafter, hereinafter referred to as the Buyer (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

For MIGDI VENTURES

Partner

K. Lakshmi

Page -1-



WHEREAS:

- A. The Buyer under a Sale Deed dated 21.11.2008 has purchased a standard apartment bearing no. 106, on the first floor in block no. 'D', admeasuring 485 sft. of super built up area in residential apartments styled as 'Gulmohar Gardens' together with:
 - a. Undivided share in scheduled land to the extent of 29.83 sq. yds.
 - b. A reserved two wheeler parking space bearing no. 06 admeasuring about 15 sft. situated at Sy. No. Sy. No. 93, 94 & 95 of Mallapur Village, Uppal Mandal, Ranga Reddy District. This Sale Deed is registered as document no. 3139 (08) in the office of the Sub-Registrar, Kapra, R. R. District. This Sale Deed was executed subject to the condition that the Buyer shall enter into an Agreement for Construction for completion of construction of the semi-finished apartment as per the agreed specifications.
 - B. The Buyer is desirous of getting the construction completed with respect to the scheduled apartment by the Builder.
 - C. The Buyer as stated above had already purchased the standard apartment bearing no. 106 on first floor in Block 'D' and the parties hereto have specifically agreed that this construction agreement and the Sale Deed referred herein above are and shall be interdependent and co-existing agreements.
 - D. The parties hereto after discussions and negotiations have reached certain understandings, terms and conditions etc., for the completion of construction of the scheduled apartment and are desirous of recording the same into writing.

NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

- 1. The Builder shall complete the construction for the Buyer a standard apartment bearing no. 106 on the first floor in block no. 'D' admeasuring 485 sft. of super built up area and a reserved parking space for two wheeler bearing no. 06, admeasuring about 15 sft., as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 3,53,000/- (Rupees Three Lakhs Fifty Three Thousand Only).
- 2. The Buyer has already paid an amount of Rs. 3,53,000/- (Rupees Three Lakhs Fifty Three Thousand Only) before entereing into this agreement and the builder admitted and acknowledged the said receipt.
- 3. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavor to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Builder shall under no circumstances be held responsible for non-sanction of the loan to the Buyer for whatsoever reason. The payment of installments to the Builder by the Buyer shall not be linked with housing loan availed / to be availed by the Buyer.
- 4. The Buyer has handed over the vacant and peaceful possession of the semi-finished standard apartment bearing no. 106 on first floor in Block 'D' to the Builder for the purposes of completion of construction of the apartment.

For MODI VENTURES

Partner

K. Lateshni

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- 5. The Builder shall construct the Apartment in accordance with the plans and designs and as per specifications annexed hereto. Cost of any additions and alterations made over and above the specifications at the request of the Buyer shall be charged extra.
- 6. The Builder shall be liable to pay all such amounts for and on behalf of the Buyer as may be required by concerned government / quasi government departments for water & by the Builder.
- The Builder shall complete the construction of the Apartment and handover possession of the same by 15th December 2008, with grace period of 06 months provided the Buyer fulfils all his obligations under this agreement. However, the Builder shall not be liable and responsible if they are unable to construct and deliver the possession of the said Apartment within the stipulated period if the construction is delayed or stopped by the reason of non-availability of essential inputs like steel, cement etc. or on account of prevention, obstruction, prohibition, ordinance, legislation and/or notification by any reasons which are beyond the control of the Builder like war, civil commotion etc. The Buyer shall not have any right to claim any interest, loss or damage or shall not insist for the refund of any amount till the work is completed.
- 8. The Builder upon completion of construction of the Apartment shall intimate to the Buyer the same at his last known address and the Buyer shall within 15 days of such intimation take possession of the Apartment provided however, that the Buyer shall not be entitled to take possession if he / she has not fulfilled the obligations under this agreement. After such intimation, the Builder shall not be liable or responsible for any loss, theft, breakages, damages, trespass and the like.
- 9. The Buyer upon taking possession of the apartment shall own and possess the same absolutely and shall have no claims against the Builder on any account, including any defect in the construction.
- 10. The Buyer upon receipt of the completion intimation from the Builder as provided above, shall thereafter be liable and responsible to bear and pay all taxes and charges for electricity, water and other services and outgoings payable in respect of the said Apartment.
- 11. The Builder shall deliver the possession of the completed Apartment to the Buyer only upon payment of entire consideration and other dues by the Buyer to the Builder.

For MODIVENTURES

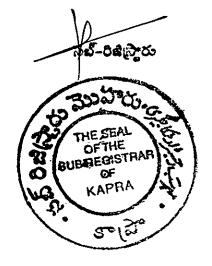
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Partner

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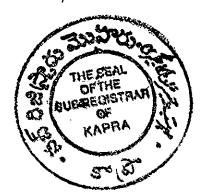


- ₁12. The Buyer shall not cause any obstructions or hindrance and shall give reasonable access, permission, assistance etc. to the Builder or to his nominated contractors or their agents, nominees etc. to construct, repair, examine, survey, make such additions, alterations to the structures etc., that may be necessary for execution of the Gulmohar Gardens project.
- The Buyer agrees that under no circumstances including that of any disputes or 13. misunderstandings, the Buyer shall not seek or cause the stoppage or stay of construction or related activity in the Gulmohar Gardens project or cause any inconvenience or obstructions whatsoever. However, the claim of the Buyer against the Builder shall be restricted to a monetary claim, which shall not exceed 10% of the consideration as damages in case of any breach or violation of obligations by the Builder. This understanding is specifically reached amongst the parties for the overall interest of the other Buyers in the project and for the smooth uninterrupted execution of the works for the project as a whole.
- 14. It is hereby agreed and understood explicitly between the parties hereto that the Buyer shall be solely responsible for payment of any, VAT, service tax or any other similar levy that may become livable with respect to the construction of the Apartment under this agreement, or the sale deed.
- 15. Any delay or indulgence on the part of the Builder in enforcing any of the terms of this agreement of forbearance or giving of time to the Buyer shall not be construed as a waiver on the part of the Builder of any breach or non compliance of any of the terms and conditions of this agreement by the Builder nor shall the same prejudice the rights of the first party in any manner.
- 16. The Buyer hereby covenants and agrees with the Builder that if he fails to abide with the terms and conditions of this agreement, the Builder shall be entitled to cancel this agreement without any further action and intimation to the Buyer. The Builder upon such cancellation shall be entitled to forfeit a sum equivalent to 50% of the total agreed consideration as liquidated damages from the amounts paid by the Buyer to the Builder. The Builder shall further be entitled to allot, convey, transfer and assign the said Apartment to any other person of their choice and only thereafter, the Builder will refund the amounts paid by the Buyer after deducting liquidated damages provided herein.
- 17. It is mutually agreed upon by the parties hereto that all the terms and conditions contained in the booking form as amended from time to time shall be deemed to be the part of this agreement unless otherwise specifically waived and/or differently agreed upon in writing.
- 18. In case of any dispute between the parties, the matter shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Secunderabad and the proceedings shall be in English. The place of legal jurisdiction shall be at Secunderabad.

For MODIVEN

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- Wherever the Buyer is a female, the expressions 'He, Him, Himself, His' occurring in this agreement in relation to the Buyer shall be read and construed as 'She, Her, Herself'. These expressions shall also be modified and read suitably wherever the Buyer is a Firm, Joint Stock Company or any Corporate Body.
 - 20. In the event of any changes in the terms and conditions contained herein, the same shall be reduced to writing and shall be signed by all the parties.
 - 21. Stamp duty and Registration amount of Rs. 4536/5/- is paid by way of challan no. 92/365, dated 20.11.08, drawn on SBH, Kushaiguda Branch and VAT paid an amount of Rs. 3530 /- by way of Payorder No. 145246, dated 20.11.08, drawn on HDFC Bank, S. D. Road Branch, Secunderabad.

SCHEDULE OF LAND

All that piece of land admeasuring Ac. 4-0 Gts., forming part of Survey Nos. 93, 94 & 95, situated at situated at Mallapur, Uppal Mandal, Ranga Reddy District are bounded as under:

North By	Part of Sy. No. 95	
South By	40' side road (Shakti Sai Nagar road)	
East By	Shakti Sai Nagar Colony	
West By	Sy. No. 92	

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming semi-finished standard apartment no. 106 on the first floor in block no. 'D', admeasuring 485 sft. of super built up area together with proportionate undivided share of land to the extent of 29.83 sq. yds. and a reserved parking space for two wheeler on the stilt floor bearing no. 06, admeasuring about 15 sft., in residential apartment named as Gulmohar Gardens, forming part of Survey Nos. 93, 94 & 95, situated at Mallapur, Uppal Mandal, Ranga Reddy District marked in red in the plan enclosed and bounded as under:

North By	Flat No. 105		***	
South By	Flat No. 107		·	
East By	Open to sky			
West By	6' wide corridor	, , , , , , , , , , , , , , , , , , , ,		

IN WITNESSES WHEREOF this Construction Agreement is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESS:

1 Janes

2.

BUILDER

Fol MODI VENTURES

BUYER

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THE SEAL OF THE SUBREGISTERS OF KAPRA

SCHEDULE OF SPECIFICATION FOR COMPLETION OF CONSTRUCTION

Item	Standard Apartment	Semi-deluxe Apartment	t Deluxe
			Apartment
Structure	RCC	RCC	RCC
Walls	4"/6" solid cement blocks	4"/6" solid cement blocks	4"/6" solid cement blocks
External painting		Exterior emulsion	Exterior emulsion
Internal painting	Sponge finish with OBD	Smooth finish with OBD	Smooth finish with OBI
Flooring - Drawing & Dining	Mosaic	Ceramic Tiles	Marble slabs
Flooring - Bedrooms	Mosaic	Ceramic Tiles	Marble tiles
Door frames	Wood (Non-teak)	Wood (Non-teak)	Wood (Non-teak)
Doors	Moulded main door, others flush doors	Moulded main door, others flush doors	All doors – moulded
Electrical	Copper wiring with standard switches	Copper wiring with modular switches	Copper wiring with modular switches
Windows	Powder coated aluminum sliding windows with grills	Powder coated aluminum sliding windows with grills	Powder coated aluminum sliding windows with grills
Bathroom	Ceramic tiles with 7' dado	Designer ceramic tiles with 7' dado	Designer ceramic tiles with 7' dado
Sanitary	Raasi or similar make	Raasi or similar make	Raasi or similar make
C P fittings	Standard fittings	Standard fittings	Branded CP fittings
Kitchen platform	Granite tiles, 2 ft ceramic tiles dado, SS sink.	Granite tiles, 2 ft ceramic tiles dado, SS sink.	Granite slab, 2 ft ceramic tiles dado, SS sink.
Plumbing	GI & PVC pipes	GI & PVC pipes	GI & PVC pipes
Lofts	Loft in each bedroom & kitchen	Loft in each bedroom & kitchen	Loft in each bedroom & kitchen

IN WITNESSES WHEREOF this Agreement for Construction is made and executed on date mentioned above by the parties hereto in presence of the witnesses mentioned below:

WITNESS:

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For MODI VENTIRES

BUILDER BUILDER

K. Lakshnii BUYER

THE SEAL OF THE SUBREGISTRAR OF KAPRA

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REGISTRATION	PLAN SHOWING	FLAT NO. 106	IN BLOCK N	10. 'D' ON TH	E FIRST FLOOR
8	IN THE PROJ	ECT KNOWN AS "G			
IN SURVEY NOS	93, 94 & 95	SITUATED AT			
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BUILDER:	M/S. MODI VEI	NTURES REPRESE	NTED BY		
	SRI SOHAM M	ODI SON OF SRI S	ATISH MOD		
BUYER:	MRS. K. LAKS	HMI, WIFE OF MR.	K. MOHAN I	KISHORE	
REFERENCE: AREA: 29.83	SCALE: SQ. YDS. OR	IN SQ. MTRS.	CL:		EXCL:
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2.					K Lakshnin SIG. OF THE BUYER

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THE SEAL OF THE SUBREGISTRAR OF KAPRA

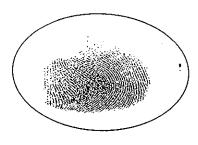
PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB)

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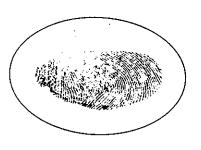
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PRESENTANT / SELLER / BUYER





BUILDER:

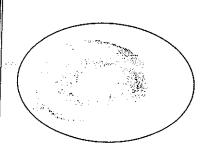
M/S. MODI VENTURES
HAVING ITS OFFICE AT 5-4-187/3 & 4
II FLOOR, SOHAM MANSION
M. G. ROAD
SECUNDERABAD – 500 003.
BOTH REPRESENTED BY
SRI SOHAM MODI
SON OF SATISH MODI





GPA FOR PRESENTING DOCUMENTS VIDE GPA NO. 120/BK/IV/2006, Dt:27.04.2006:

MR. K. PRABHAKAR REDDY S/O. MR.K. PADMA REDDY 5-4187/3 & 4, 3RD FLOOR SOHAM MANSION M. G. ROAD SECUNDERABAD – 500 003.





BUYER:

MRS. K. LAKSHMI W/O. MR. K. MOHAN KISHORE R/O. FLAT. NO. 114, BLOCK NO. B, GULMOHAR GARDENS, MALLAPUR, HYDERABAD - 500076.

SIGNATURE OF WITNESSES:

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Joseph

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FOR MODI VENTURES

SIGNATURE OF EXECUTANTS

K. Lakshnii SIGNATURE OF BUYER

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THE SEAL OF THE SUBSECUTION OF THE SEAL OF

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

C.S.No./Year: 003250/2008 of SRO: 1526(KAPRA)

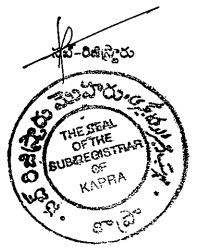
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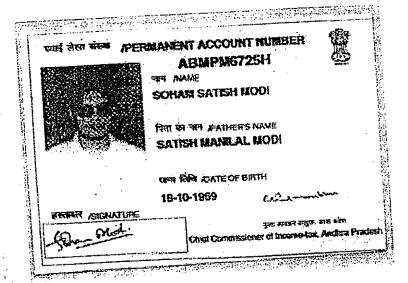
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2	Manual Enclosure	Manual Enclosure	(EX) M/S MODI VENTURES REP BY MNG.PRTNR: SOHAM MODI OFF:5-4- 187/3&4, SOHAM MANSION, M.G.ROADSECBAD	
3	Presylvania de la companya de la com		(EX) K.PRABHAKAR REDDY(GPA FOR PRESENTING DOCS) OFF:5-4-187/3&4, SOHAM MANSION, M.G.ROADSECBAD	Robert

Witness Operator
Signatures Signature

Subregistrar Signature

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आयकर विभाग INCOME TAX DEPARTMENT PRABHAKAR REDDY K

PADMA REDDY KANDI

15/01/1974 Permanent Account Number AWSPP8104E

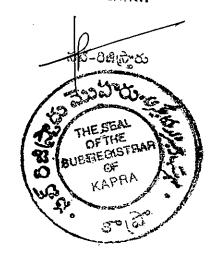
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भारत सरकार GOVT OF INDIA



For MODI VENTURES
Partner

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19/06/2006

18/06/2016

HYDERABAD

दिये नार्थ भाग्न /Given Names KOPALLE LAKSHMI Alam Nationality THE SUITANT NAIGN राती करने का अवन Place of Issue RAJAMUNDRY ARM THE PLACE OF BIRTH राष्ट्रीय कोड /Country Code Ser

भारत गणराज्य REPUBLIC ဝ္ဗ INDIA

इसके द्वारा, भारत गणराज्य के राष्ट्रपति के नाम पर, उन सब से जिनका इस बात से सरोकार हो, यह पार्यना एवं अपेशा की जाती है कि वे वाहक को विना रोक-टोक, आज़ादी से आने-आने दें, और उसे हर तरह की ऐसी सहायता और सुरक्षा प्रदान करें त्रिगकी उमें आवश्यवता हो ।

These are to request and require in the name of the president of the republic of india all, those whom it may concern to allow the bearer to pass prefly without let or hindrance, and to afford him or her, every assistance and protection of which he or she may stand in need.

भारत गणराज्य के राष्ट्रपति के आदेश से दिया गया BY ORDER OF THE PRESIDENT OF THE REPUBLIC OF INDIA

PASSPORT DEFICE east bear

ए. वी. A. V. GUNASEKHARAN क्ते वासवोर्ड विश्वकारी for Passport Officer वीतपोर्ट कार्यातम, देरराबाद.

essport Office Hyderebed K. Laksh

पंजीकरण

5/10/195

8870727 पारकारे में. /Passport No.

विदेशों में रहने वाले कार्याच नागांको निसन / दौड़ी पर पर्याप्टन करना है। मनार से बानी है कि है अपने की निकटतम भारतीय

पाति पात माना है। मानते है। एमटाई अंगुराम ने सा पाएसई के महर्च वे कार् वितरं का दिवस का गुर्हें करण आहेत्व हैं, उसका जुन्म स्मूणना किया जाए।

पासपोर्ट करता करता किया की हैंग में कारण ने भीजा जाता के पामपोर्ट पारक था जसके यह पानपार क्रांक इत्या किया का उस में क्या ने क्या निहार की वास्तार कारण का उसके इत्या साहित्य क्षांत्रित के क्षांत्र के ही तीना वास्ति। इसमें विश्लों की प्रश्नात के प्रेरवंदन का विश्लान निर्देश निर्देश

प्रामार्थ कुछ जाना, पोर्श हो जाना, या नप हो जाने पर जानकी रिपोर्ट नाकान सारान में निकटनम प्रामार्थि, अधिकारी को (नहां कहें धारक हिंद्र, में हैं) निकटनम कार्याप में निकटनम स्थानिय पुनित को ही जानी साहिए। निकटियेड दूधनाय के प्रधान ही हिंद्रहक सामोर्थ साहि

INDIAN CITIZENS RESILIENT ABROAD ARE ADVISED TO REGISTER THEMSELVES AT THE NEAREST INDIAN MISSION / POST.

CAUTION

INDIA, ANY COMMUNICATION EXCEIVED BY HOLDER FROM THE PASSPORT IS THE PROPERTY OF THE GOVERNMENT OF PASSPORT AUTHORITY REGARDING THIS PASSIORT, INCLUDING MEDIATELY.

DEMAND FOR ITS SURRENDER, SHOULD BE COMPLIED WITH THE MEDIATELY.

PASSPORT SHOULD NOT BE SENT OUT OF ANY COUNTRY BY POST. IT SHOULD BE IN THE CUSTODY ETHIRS OF THE HOLDER OR OF A PERSON AUTHORISED BY THE HOLDER, IT MUST NOT BE ALTE.

LOSS, THEFT OR DESTRUCTION OF PARAPORTE SHOPLE IN IMME LOSS, THEFT OR DESTRUCTION OF PARIFICIALS IMPORTS HE IMMEDIATELY REPORTED TO THE NUMBER OF PASSIONS ACCOUNTY IN MISSION AND TO THE LOCAL POLICE, ONLY APTUR EXHAUSTIVE ENQUIRES SHALL A REPLACEMENT PASSPORT BE ISSUED.

ர். . ப்காc of Father/Legal Guardian ANGARA RAMA

NAGESHWARA RAO KOPALLE MOHAN KISHORE ANGARA VENKATA RAMANA And an and IName of Wother

E-10/2, DRDO TOWNSHIP KANCHANBAGH

HYDERABAD-500058.

निमें वास्ताहें का में, और इसके जादी होने का स्थान एवं लिये joid Passport No. with date and Place of Issue

YDH01529706

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WITNESSES NO. 1

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Name : Ch. Venkata Ramana Reddy

Designation: Customer Relations Executive

Signature : Valid upto: 30 April 2009

Issuing Authority:

Blood Group: O +ve

Address: 5-4-187/3&4, lind Floor, M.G Road, Secunderabad-500003, Ph:040-66335551, 040-27544058

Resi.Add.: # 11-187/2, Road No.2, Green Hills Colony, Saroor Nagar, Hyderabad. Ph:9393381666, 9246165561

In case of Emergency Call

- 1. Employee must display this card while on duty
- 2. This card has to be surrendered while leaving the organization
- 3. The loss of the card must be reported to the Admin.Div.Immediately

WITNESSES NO. 2



इस कार्ड के खोने / पाने पर कृपया सूषित करें / लीटाएं : आयंकर पैन सेवा इकाई. एन एस डी एल पहली मंजिल, टाईम्स टॉवर, कमला मिल्स कम्पाउंड, एस. बी. मार्ग. लोअर परेल. मुन्बई - 400 013.

If this card is lost / someone's lost card is found, please inform / return to : please inform / return to :
Income Tax PAN Services Unit; NSDL
Ist Floor, Times Tower,
Kamala Mills Compound,
S. B. Marg; Lower Part; Mumbei; 400 013.
Tel: 91-22-2499 4650, Fax: 91-22-2495 0664,
e-mail; timidio@nsdl.co.in