

ఆంధ్రప్రదేశ్ आन्ध्र प्रदेश ANDHRA PRADESH

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983 S.No. Digital 12/2009 100 Name: Anil River Sto. Wto. Dio Massery Rao

S.W.L. No. 09/2009 H.NJ. 8-3-228/878/209 YOUSUFGUDA, HYDERABAD,

SALE DEED

This Sale Deed is made and executed on this the 11th day of January 2010 at SRO, Kapra, Ranga Reddy District by:

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 39 years, Occupation: Business, hereinafter referred to as the "Vendor" (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

<u>AND</u>

MfS. SRI SAI BUILDERS, a registered partnership firm having its office at 25, A & B Electronic Complex, Kushaiguda, Hyderabad – 500 062 represented by Mr. Soham Modi, S/p. Sri Satish Modi, aged about 39 years, Managing Partner of M/s. Modi Ventures who are the Agreement of Sale cum General Power of Attorney Holders by virtue of document no. 10302/05 registered at S.R.O. Uppal, hereinafter called the "Firm" (which expression where the context so permits shall mean and include its successors in interest, nominee, assignee).

IN FAVOUR OF

MR. ANIL KUMAR DAS, SON OF LATE HARICHARAN DAS, aged about <u>56</u> years, Occupation: Service, residing at 405, DHP Elegance Apartments, D. D. Colony, Hyderabad -500 007, hereinafter referred to as the "Buyers" (which term shall mean and include his / her heirs, legal representatives, administrators, executors, successor in interest, assignee, etc).

FOR MODIVENTURES
Partner

1వ పుస్తకము 2010. మొక్కము కాగితముల సంఖ్య...... ఈ కాగితపు వరున సంఖ్య...... .నెల..!.ది.....వ **చేది** మద్య కాప్రా సబ్-రిజీస్టారు కార్యాలయ్లములో & K. Prabhaloax రిజిస్ట్రేషస్ చట్టము 1908 లోని సెక్షన్ 32.ఎను అనుసరించి సముర్భించవలసిన సౌటో(గాపులు వురియు వేలివుబడ్లతో సహి దాఖలుచేసి రాస్తుము రూ......67.50 /లు చెల్లించినారు ాగీ ఇచ్చినట్లు ఒప్ప**ొ**న్నది ఎడమ లోటన (పేలు

Prosonogy

M. Problem: Reddy, Slo. K. Padma Reddy, Occupation: Service, 10), 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M.G. Road, Secundar abay 63, through attested GPA/SPA for presentation of documents, Vide GPA/SPA No. dated 5. 66. 09 registerer at SRO Kapra

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s/ p. Briji Roday 11/189/2, Rd No. 2 saroornogar, this

MUKUMO Alwal, LECISAD, S/2. , RAJ KUMAR A10. BUSINESS . ال وي

WHEREAS:

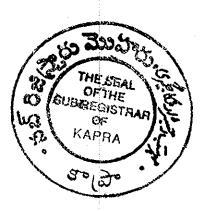
- A. The Firm constituted by its partners (1) Sri Nareddy Kiran Kumar, (2) Smt. K. Jaya, (3) Sri K. V. Chalapathi Rao and (4) Sri B. Anand became the absolute owners and possessors of open agricultural land in Sy. Nos. 93, 94 & 95, situated at Mallapur Village, Uppal Mandal, R. R. District, admeasuring Ac. 4-00 Gts. by virtue of registered sale deed dated 10th July, 2003 bearing document no. 8184/03 and sale deed dated 5th February 2004 bearing document no. 1311/04 which are both registered at the office of the Sub-Registrar, Uppal, R. R. District hereinafter the said land is referred to as The Schedule A Land, more fully described in Schedule 'A' annexed to this Agreement.
- B. The Vendor became absolute owners and possessors of open agricultural land in Sy. Nos. 93, 94 & 95, situated at Mallapur Village, Uppal Mandal, R. R. District, admeasuring Ac. 1-08 Gts. by way of registered sale deed dated 23rd March, 2007 bearing document no. 4000/07 (for purchase of Ac. 1-13 Gts.,) and sale deed dated 7th April 2004 bearing document no. 4464/07 (for sale of Ac. 0-05 Gts.,) which are both registered at the office of the Sub-Registrar, Uppal, R. R. District hereinafter the said land is referred to as the Schedule B Land, more fully described in Schedule 'B' annexed to this Agreement.
- C. The Firm and the Vendor had purchased the Scheduled A Land and Scheduled B Land for a consideration from its previous owners viz., Sri Koukutla Mogulaiah Alias Mogula Reddy, Sri Koukutla Jangaiah Alias Janga Reddy, Sri Koukutla Narsimhulu Alias Narsimha Reddy and others (hereinafter referred to as the Original Owners).
- D. The Original Owners got their rights as per ORC issued vide proceeding by the RDO East Division, File No. H/6733/79 dated 10.02.1982 and confirmed in the proceedings bearing file no. J/7156/96 dated 06.09.1997. Patta Passbook and title deeds were issued in favour of the Original Owners for a portion of the lands in Sy. No. 93, 94 & 95 of Mallapur Village, Uppal Mandal, R. R. District, as per details given below:

Survey	Area	Issued	Title Book	Passbook
No.	Ac-Gts.	in favour of	No.	No.
93	0-28		-	
94	0-29	K. Mogulaiah	179141	73706
95	2-14		•	
93	0-27			
94	0-30	K. Jangaiah	179115	73738
95	2-14			
93	0-27			
94	0-30	K. Narsimhulu	176051	73741
95	2-13			

Partner

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2. in the start of challan	!	:	
(u/s.42 of Liken;1899)	Rs.	•	
3. in the differ of cash	Manage of the second	:	
(u/s.41 (fi a.Act, 1,899)	Rs.		
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IV. User Charges	F.		
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2. in the shape of cash	Rs		
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- E. The Firm invited the Vendor to develop the Schedule A Land into residential apartments in a group housing scheme named and styled as 'GULMOHAR GARDENS' and both of them had agreed to do so jointly.
- F. The Firm and the Vendor hereto had applied to the Urban Development Authority and Local Municipality for obtaining necessary building construction and other permissions at the cost of the Vendor for the Schedule A Land. The permissions were received from HUDA vide their Letter No. 1481/P4/Plg/HUDA/2005, dated 22.08.2005 and Kapra Municipality vide their Proceedings No. BA/G2/150/2005-06, dated 29.09.2005. In accordance with the sanctioned plan in all 350 number of flats in 5 blocks (A to E) aggregating to about 2,83,825 sft., along with parking on the stilt floor and other amenities were constructed on the Schedule A Land.
- G. The Firm and the Vendor for the purposes of joint development of the Schedule A Land had reached into an understanding whereby the Vendor agreed to purchase certain area of land out of the total land area of Ac. 4-00 Gts., and the balance land to be retained by the Firm. To give effect to this broad understanding, the Firm and the Vendor had executed following documents:

(a) Joint Development Agreement dated 20.10.2005

(b) Agreement of Sale-cum General Power of Attorney dated 20.10.2005

Both the above documents are registered with the office of the Sub-Registrar Office as documents No.10300/05 and 10302/05 respectively.

- H. By virtue of above two referred documents, the Firm and the Vendor hereto had identified and determined their respective ownership of 350 flats, along with proportionate parking space proposed to be constructed in a group housing scheme named and styled as 'GULMOHAR GARDENS' forming part of Survey Nos. 93, 94 & 95, situated at Mallapur, Uppal Mandal, Ranga Reddy District, together with their respective proportionate undivided share in the Scheduled A Land.
- I. After the purchase of Schedule B Land, the Vendor applied for obtaining the necessary building construction and other permissions to HUDA & GHMC for the Schedule A Land and Schedule B Land put together as a single project with common amenities and facilities. The permissions for an additional 155 flats in 2 blocks aggregating to about 1,91,650 sft. has been obtained as per proceedings in file no. 0514/CSC/TP1/2008 of GHMC.
- J. In the permission for construction of the first 350 flats (in 5 blocks marked as Block A to E) obtained in the year 2005 and area about 1,623 sq yds was effected in a proposed 100 ft. wide road. The said proposed road was deleted in the new master plan which was notified in April 2008. Accordingly in the permission for construction obtained in 2008 an additional block F consisting of 40 flats on 5 floors having an area of 50,600 sft along with parking on the stilt floor is proposed to be constructed in the area which was earlier effected in the 100 ft wide proposed road. Block F entirely falls within the Schedule A Land. As per the sanction obtained in 2008, Block G which falls entirely in the Schedule B Land, consisting of 115 flats on 5 floors having an area of about 1,41,050 sft along with parking on the stilt and basement floor is proposed to be constructed.

For MODI VENTURES
Partner

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- K. The Firm and Vendor have agreed to jointly develop the flats in Block F falling in the Schedule A Land as per the terms and conditions mentioned in the Supplementary Agreement dated 22.12.2008. As per the terms of the said Supplementary Agreement the Vendor shall become exclusive owners of 28 flats in Block F having an area of about 35,080 sft along with proportionate parking and the Firm shall become absolute owners of 12 flats in Block F having an area of about 15,520 sft along with proportionate parking. The Vendor has agreed to develop Block F including the flats belonging to the Firm and the Firm has agreed to reimburse the cost of construction of its share of flats to the Vendor.
- L. The Vendor and the Firm have further agreed that Block G consisting of 115 flats on 5 floors having an area of about 1,41,050 sft along with parking on the stilt and basement floor is falling within Schedule B Land which belongs to the Vendor and the Vendor shall be absolute owner of all the flats along with proportionate parking without any let or hindrance from the Firm. The Vendor shall develop Block G at its own cost.
- M. The Vendor and Firm have agreed to share all the amenities and facilities provided in the Schedule A Land and Schedule B Land. The said facilities and amenities shall be for the common use and enjoyment of the owners of flats in all the blocks (A to G) of Gulmohar Gardens.
- N. The respective share / ownership of each flat in Gulmohar Gardens together with proportional share in parking space etc., belonging to the Firm and the Vendor is detailed in the Schedules/ Annexures / Appendix attached to the Joint Development Agreement referred above.
- O. By virtue of the above referred Joint Development Agreement and Agreement of Sale cum General Power of Attorney the Vendor is absolutely entitled to develop and sell its share of flats to any intending buyer.
- P. The Buyer is desirous of purchasing a semi-finished semi-deluxe apartment bearing flat no. 406 on fourth floor, in block no. 'G' having a super built-up area of 1050 sft., together with undivided share in the schedule 'B' land to the extent of 42.00 sq. yds., and a reserved parking space for single car on the basement / stilt floor admeasuring about 100 sft., in the building known as 'Gulmohar Gardens' and has approached the Vendor, such apartment is hereinafter referred to as Scheduled Apartment.
- Q. The Vendor and the Firm have represented to the Buyer that the Scheduled Apartment has fallen to the share of Vendor and thus absolutely belongs to it by virtue of above referred agreements.
- R. The Buyer has inspected all the documents of the title of the Vendor in respect of the Schedule B Land and also about the capacity, competence and ability of the Vendor to construct the apartment thereon and providing certain amenities and facilities, which are attached to and/or are common to the entire project of Gulmohar Gardens. The Buyer upon such inspection etc., is satisfied as to the title and competency of the Vendor.

For MODI VENTURES

Partner

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- S. The Vendor has agreed to sell the Scheduled Apartment together with proportionate undivided share in land and parking space as a package for a total consideration of Rs. 13,50,000/- (Rupees Thirteen Lakhs Fifty Thousand Only) and the Buyer has agreed to purchase the same.
- T. The Vendor and the Buyer are desirous of reducing into writing the terms of sale.
- U. The Firm at the request of the Vendor and Buyer is joining in execution of this agreement so as to assure perfect legal title in favour of the Buyer and to avoid in future any litigation. The Firm has no share in the sale consideration agreed herein.

NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLOWS:

- 1. In pursuance of the aforesaid agreement the Vendor do hereby convey, transfer and sell the semi-finished, semi-deluxe apartment bearing flat no. 406 on fourth floor, in block no. 'G' having a super built-up area of 1050 sft., in building known as "Gulmohar Gardens" together with:
 - a. Undivided share in schedule B land to the extent of 42.00 sq. yds.
 - b. A reserved parking space for single car on the basement / stilt floor admeasuring about 100 sft.

Situated at Sy. Nos. 93, 94 & 95 of Mallapur Village, Uppal Mandal, Ranga Reddy District, which is hereinafter referred to as the Scheduled Apartment and more particularly described at the foot of this sale deed and in the plan annexed to this sale deed in favour of the Buyer for a total consideration of Rs. 13,50,000/- (Rupees Thirteen Lakhs Fifty Thousand Only). The Vendor hereby admit and acknowledge the receipt for said consideration.

- 2. The Vendor hereby covenant that the undivided share in Schedule B Land & the Scheduled Apartment belong absolutely to it by virtue of various registered agreements referred to herein in the preamble of this Sale Deed and has therefore absolute right, title or interest in respect of the Scheduled Apartment.
- 3. The Vendor further covenant that the Scheduled Apartment is free from all sorts of encumbrances, charges, cess or attachment of whatsoever nature and as such the Vendor hereby gives warranty of title. If any claim is made by any person either claiming through the Vendor or otherwise in respect of the Scheduled Apartment it shall be the responsibility of the Vendor alone to satisfy such claims. In the event of Buyer being put to any loss on account of any claims on the Scheduled Apartment, the Vendors shall indemnify the Buyer fully for such losses.
- 4. The Vendor have this day delivered vacant peaceful possession of Scheduled Apartment to the Buyer.

For MODI VENTURES

Partner

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- 5. Henceforth the Vendor shall not have any right, title or interest in the scheduled apartment which shall be enjoyed absolutely by the Buyer without any let or hindrance from the Vendor or anyone claiming through them.
- 6. The Vendor hereby covenant that they shall sign, verify and execute such further documents as are required so as to effectively transfer/mutate Scheduled Apartment unto and in favour of the Buyer in the concerned departments.
- 7. The Vendor hereby covenant that the Vendor have paid all taxes, cess, charges to the concerned authorities relating to Scheduled Apartment payable as on the date of this Sale Deed. If any claim is made in this respect by any department/authorities, it shall be the responsibility of the Vendor to clear the same.
- 8. That it is hereby agreed and understood explicitly between the parties hereto the Buyer shall be solely responsible for payment of any sales taxes, VAT, service tax or any other similar levy that may become leviable with respect to the sale / construction of the apartments under this sale deed.
- 9. The Buyer do hereby covenant with the Vendor and through the Vendor with other owners of tenements in Gulmohar Gardens as follows:
 - a. The Buyer shall not put forth any independent or exclusive claim, right or title over the land on which the Scheduled Apartment is constructed and it is hereby specifically agreed and declared that the said land shall be held, owned and possessed jointly by the owners of the respective apartment/parking space in GULMOHAR GARDENS.
 - b. That the Buyer has examined the title deeds, plans, permissions and other documents and the construction and fixtures and fittings fitted and installed in the schedule apartment and is fully satisfied and the Buyer shall not hereafter, raise any objection on this account.
 - c. That the Buyer shall become a member of the Gulmohar Gardens Owners Association that has been / shall be formed by the Owners of the apartments in GULMOHAR GARDENS constructed on the Schedule B Land. As a member, the Buyer shall abide by the rules and by-laws framed by the said association which is the administrator, and supervisor of common services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other such services) and properties of common enjoyment and shall pay such amounts as may be decided to the association every month for the proper maintenance of the common services. If the Buyer ever fails to pay maintenance charges for his apartment, the association shall be entitled to disconnect and stop providing all or any services to the schedule apartment including water, electricity, etc. The Buyer shall pay a sum of Rs. 15,000/- & Rs. 20,000/- for two & three bedroom flats respectively, by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the completed apartments.

For MODI VENTURES

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- d. That the Buyer shall become a member of the Gulmohar Gardens Owners Association that has been / shall be formed by the Owners of the apartments in GULMOHAR GARDENS constructed on the Schedule B Land. As a member, the Buyer shall abide by the rules and by-laws framed by the said association which is the administrator, and supervisor of common services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other such services) and properties of common enjoyment and shall pay such amounts as may be decided to the association every month for the proper maintenance of the common services. If the Buyer ever fails to pay maintenance charges for his apartment, the association shall be entitled to disconnect and stop providing all or any services to the schedule apartment including water, electricity, etc.
- e. The common facilities and services (lifts, corridors, passages, staircases, roads, recreational facilities, gardens, drainage, water supply, electricity and other such services) and other properties of common enjoyment in the GULMOHAR GARDENS, shall vest jointly with the owners of the various tenements/ apartments / parking space and shall be maintained, managed and administered collectively by the said owners of the various tenements/apartment/store/parking space and/or by the said association and the Vendor shall in no manner be liable, accountable or responsible for the management, administration, maintenance or upkeep of the aforesaid building(s) or the common facilities etc., or on any other account whatsoever.
- f. The Buyer alone shall be liable and responsible for payment of all levies, rates, taxes, assessment, duties etc., assessed or payable to the Municipal authorities or other local bodies or authorities in respect of the Scheduled Apartment from the date of delivery of its possession by the Vendor to the Buyer.
- g. That the terrace and terrace rights, rights of further construction on, in and around the building, and ownership of areas not specifically sold or allotted to any person shall belong only to the Vendor and the Buyer shall not have any right, title or claim thereon. The Vendor shall have absolute rights to deal with the same in any manner he deems fit without any objection whatsoever from the Buyer.
- h. That the blocks of residential apartments shall always be called GULMOHAR GARDENS and the name thereof shall not be changed.

Partner Partner

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- i. The Buyer further covenant(s) with the Vendor and through them to the Buyer(s) of the other premises that he/she/they shall not cut, maim, injure, demolish, tamper or damage any part of the Scheduled Apartment or any part of the Scheduled Apartment nor shall he/she/they make any additions alterations in the Scheduled Apartment without the written permission of the Vendor or other body that may be formed for the maintenance of the Apartments.
- j. That the Buyer shall keep and maintain the Scheduled Apartment in a decent and civilized manner and shall do his/her/their part in maintaining the living standards of the apartments, occupiers at a high level. To this end, inter alia, the Buyer shall not (a) throw dirt, rubbish etc, in any open place, compound, etc. (b) use the apartment for illegal and immoral purpose: (c) use the apartment in such manner which may cause nuisance disturbance or difficulty to the occupiers of the other apartment etc., (d) store extraordinarily heavy material therein: (e) do such things or acts which may render void, or voidable any insurance on the building or part thereof: (f) use the premises as an office or for any other commercial purpose. (g) install grills or shutters in the balconies, main door, etc. (h) change the external appearance of the building.
- 10. Stamp duty and Registration amount of Rs. 33,850/- is paid by way of challan No. 53416, dated 16.1.10, drawn on Kushaiguda Branch, Hyderabad and VAT paid an amount of Rs.13,500/- paid by way of pay order no. 153586, dated 11.01.10, drawn on HDFC Bank, S. D. Road, Secunderabad.

FOR MODIVENTURES,

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SCHEDULE `A' SCHEDULE OF LAND

ALL THAT PIECE OF LAND admeasuring Ac. 4-00 Gts., forming part of Sy 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	Land belong to Vendor – Schedule B Land
West By	Sy. No. 92

SCHEDULE 'B' SCHEDULE OF LAND

ALL THAT PIECE OF LAND admeasuring Ac. 1-08 Gts., forming part of Sy 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	Neighbors land
East By	Shakti Sai Nagar Colony
West By	Land belonging to Firm and Vendor – Schedule A Land

SCHEDULE 'C' SCHEDULE OF APARTMENT

All that portion forming semi-finished, semi-deluxe apartment bearing flat no. 406 on the fourth floor, in block no. 'G', admeasuring 1050 sft., of super built up area together with proportionate undivided share of land to the extent of 42.00 sq. yds., and a reserved parking space for Single car on the basement / stilt floor admeasuring about 100 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	Open to Sky
South By	Open to Sky
East By	Open to Sky
West By	6'-6" wide corridor & Staircase

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

WITNESSES:

1. **Joseph**

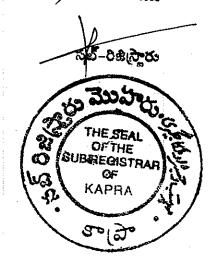
2. A long

Partner

FOLSE SAI BUILDERS

For MC

P.A. HETTEN



ANNEXURE-1-A

1. Description of the Building

: semi-deluxe apartment bearing flat no. 406 on the fourth floor, in block no. 'G' of Gulmohar Gardens, forming a part of Survey Nos. 93, 94 & 95, situated at Residential localities, Block No. 14, Shaktisai Nagar, Mallapur, Uppal Mandal, Ranga Reddy District.

(a) Nature of the roof

: R. C. C. (G+5)

(b) Type of Structure

: Framed Structure

2. Age of the Building

: Under Construction

3. Total Extent of Site

: 42.00 sq. yds., U/S Out of Ac. 1-08 Gts.

4. Built up area Particulars:

a) In the Basement / Stilt Floor

: 100 Sft for car parking Space

b) In the First Floor

c) In the Second Floor

d) In the Third Floor

e) In the Fourth Floor

: 1050 Sft

f) In the Fifth Floor

5. Annual Rental Value

6. Municipal Taxes per Annum

Executant's Estimate of the MV of the Building

: Rs. 13,50,000/-

For MODI VENTURES

Date: 11.01.2010

Signature of the Executiver

CERTIFICATE

I do hereby declare that what is stated above is true to the best of my knowledge and belief.

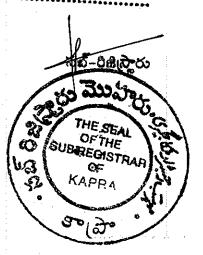
Date: 11.01.2010

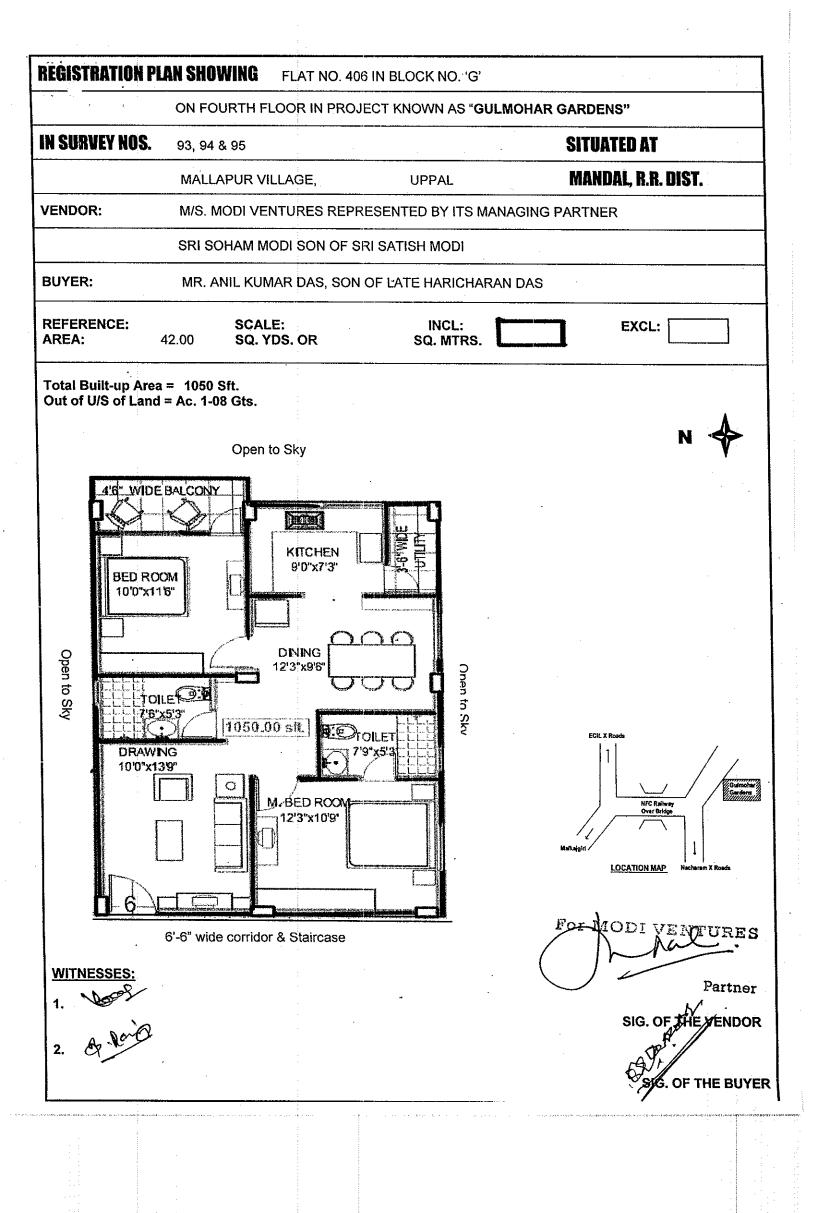
Si Partner

For MOT

Signature of the Executables

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THE SEAL OF THE SUBBREGISTRAN COF KAPRA

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

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB)

PASSPORT SIZE
PHOTOGRAPH
BLACK & WHITE

NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER









VENDOR:

M/S. MODI VENTURES
HAVING ITS OFFICE AT 5-4-187/3 & 4
II FLOOR, SOHAM MANSION
M. G. ROAD, SECUNDERABAD – 500 003.
REP. BY ITS MANAGING PARTNER
MR. SOHAM MODI
S/O. MR. SATISH MODI

GPA FOR PRESENTING DOCUMENTS
VIDE DOC. NO. 64/IV/2009, Dt. 05.06.2009:

MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M. G. ROAD SECUNDERABAD – 500 003.

BUYERS:

MR. ANIL KUMAR DAS S/O. LATE HARICHARAN DAS R/O. 405, DHP ELEGANCE APARTMENTS D. D. COLONY, HYDERABAD - 500 007.

SIGNATURE OF WITNESSES:

1. **1**

2.

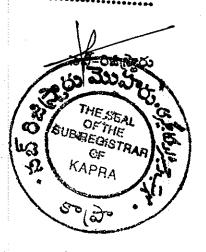
Q. MO

MODI VENTURES

Partner

SIGNATURE OF EXECUTANTS

SIGNATURE(S)



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

C.S.No./Year: 111/2010 of SRO: 1526(KAPRA)

18/01/2010 12:39:06

SINo.	Thumb Impression	Photo	Name and Address of the Party	Party Signature
1		SAL-29AZZOLIISZ ZODONII	(CL) ANIL KUMAR DAS 405, DHP ELEGANCE APT.D.D.CLY, HYD.	O Minor
2	Manual Enclosure	Manual Enclosure	(EX) M/S MODI VENTURES REP BY SOHAM MODI H.NO.5- 4-187/3&4,II FLOOR,SOHAM MANSION,M.G.ROAD, SECUNDERABAD.	
To the state of th	Manual Enclosure	Manual Enclosure	(EX) M/S SRI SAI BUILDERS REP BY SOHAM MODI H.NO.5- 4-187/3&4,II FLOOR,SOHAM MANSION,M.G.ROAD, SECUNDERABAD.	
4	Manual Enclosure	Manual Enclosure	(EX) M/S MODI VENTURES REP BY SOHAM MODI H.NO.5- 4-187/3&4,II FLOOR,SOHAM MANSION,M.G.ROAD, SECUNDERABAD.	
5	HOLE	18 HATHAR RESEARCH OF THE HOLDER)	(EX) K.PRABHAKAR REDDY(SPA HOLDER) H.NO.5-4-187/3&4,II FLOOR,SOHAM MANSION,M.G.ROAD, SECUNDERABAD.	Program

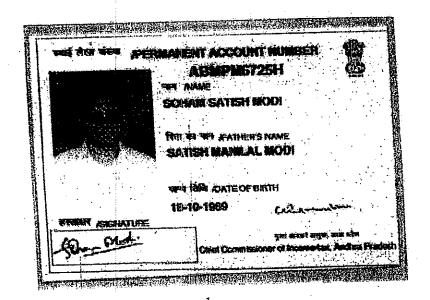
Witness Operator Signature

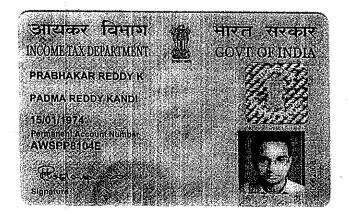
Subregistrar Signature

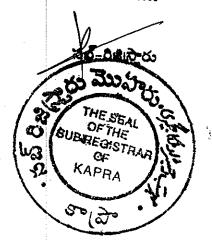
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PERMANENT ACCOUNT NUMBER ABXPD9236H ANIL KUMAR DAS IN WI WIT FATHER'S NAME HARI CHARAN DAS UFFR PART ADATE OF BIRTH 25-01-1954

COMMISSIONER OF INCOME-TAXISYSTEMS). SHILLONG

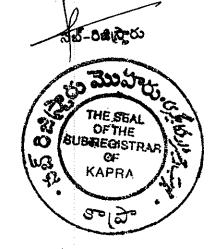
वाले व्यक्तिकारी को चुनिय / करण कर वे आपकर काबुक्त(विकटन), कामबुटर केन्द्र, कावकर धवन,

पो.बॉ.सं. - 20,

ਇਕੀਸ - 793 001.

In case this card is less f reg - 793 661.

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WITNESSES NO. 1





Name : Ch. Venkata Ramana Reddy

Designation : Customer Relations Executive

Signature:

Mr.e.

Valld upto: 30 April 2009

Issuing Authority:

Blood Group: O +ve

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

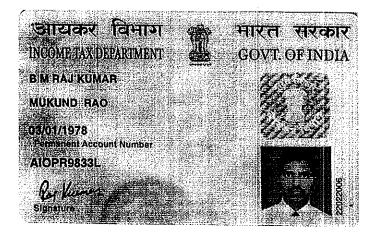
www.modiproperties.com

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



If this eard is lost/someone's lost condissional please beform, Jeturn 10.

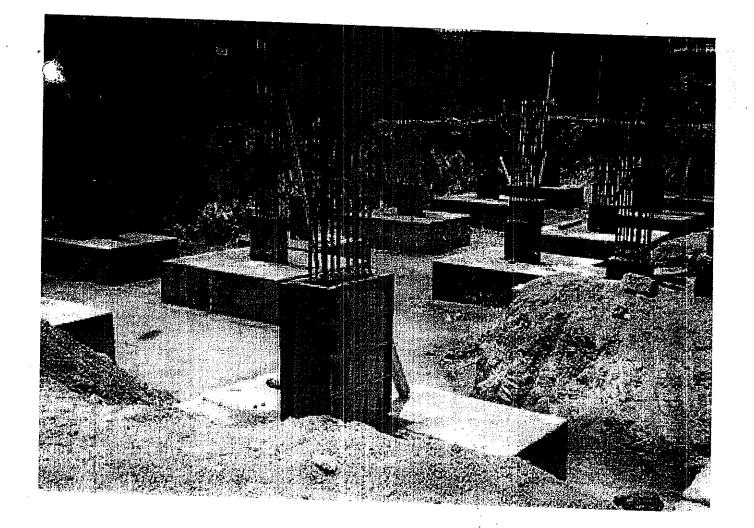
Income Tax PAN Services Unit, NSDL.

3rd Floor, Trade World, A Wing, Katnala Mills Compound
S. B. Marg, Lower Parel, Mumbal 2 400 013.

Tel: 91-22-2499-4650 Fax: 91-22-2495 7664 email: Initinfo@nsul.co. in

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THE SEAL OF THE OF THE SUBJECTION OF KAPRA



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THE SEAL OF THE SUBBERGISTRAR OF KAPRA



GOVERNMENT OF ANDHRA PRADESH/ಆಂಧ್ರಜವೆಕ್ ಣಮುತ್ರಂ

CERTIFICATE OF ENCUMBRANCE ON PROPERTY/ಆಸ್ಪಿಸ್ತಿ ತ್ಯಾಟ್ಟು ಭ್ರ ಭೃವಿಸರಣ ನ(ತಮ REGISTRATION AND STAMPS DEPARTMENT/రిజిడ్డీషన్ మరియు ప్రాంపుల శాఖ

402 John CARL Page/ නුය:

Certificate No/ చృవీకరణ పత్రము సంఖ్య :

SHO/ 2.9.5.

VILL/COL : MALLAPUR SURVEY: ,93,94,95, FLAT: 406

ANIL KUMAR DAS

(ම/ (ම්නං Sri/Smt

Application No/ ಧರಫ್ ಜ್ರು ನಂಭ್ಯ :

426 having applied to me for a certificate giving particulars of registered acts and encumbrances if any, in respect of under mentioned property.

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DAUE LINE OF Application of EC: 29-01-2010 00:00:00
DAUE LINE OF Application of EC: 29-01-2010 00:00:00
I hereby certify that a search has been made in Book! and in the Indexes relating thereto for for acts and encumbrances affecting the said property, and that on such search the following acts and exchibited by Epipear.

సం. నుండి

DATE & TIME of Generation of EC: 29-01-2010 15:42:02 Years from

2 01-10-2007

28-01-2010

సం. ల వరకు 1వ ఫ్యక్తకము మరియు అందులకు సంబంధించిన ఇండెక్సులలో సదరు ఆస్తుల కోసం సంబంధించిన తొకట్టు చైరాలను వెదకిన మీదట ఈ క్రింద నమోదు పరచిన తాకట్టు వైగాలు

ప్రవృవని ఇందుమూ-లముగా నేను ధృవీకరించుచున్నాను.

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also certify that except the aforesaid acts and encumbrances n., other act and encumberances affecting the said property have been found ఈ ఆస్టికి సంబంధించి పై తిలుకుబడిన తాకట్టు వైరా చర్యలు మినపో మరీ ఏ విధమైన ఇతర తాకట్కు వైరాలు సమోదు కాబడి యుంచలేదని కూడా చృపికరించుపన్నాను..

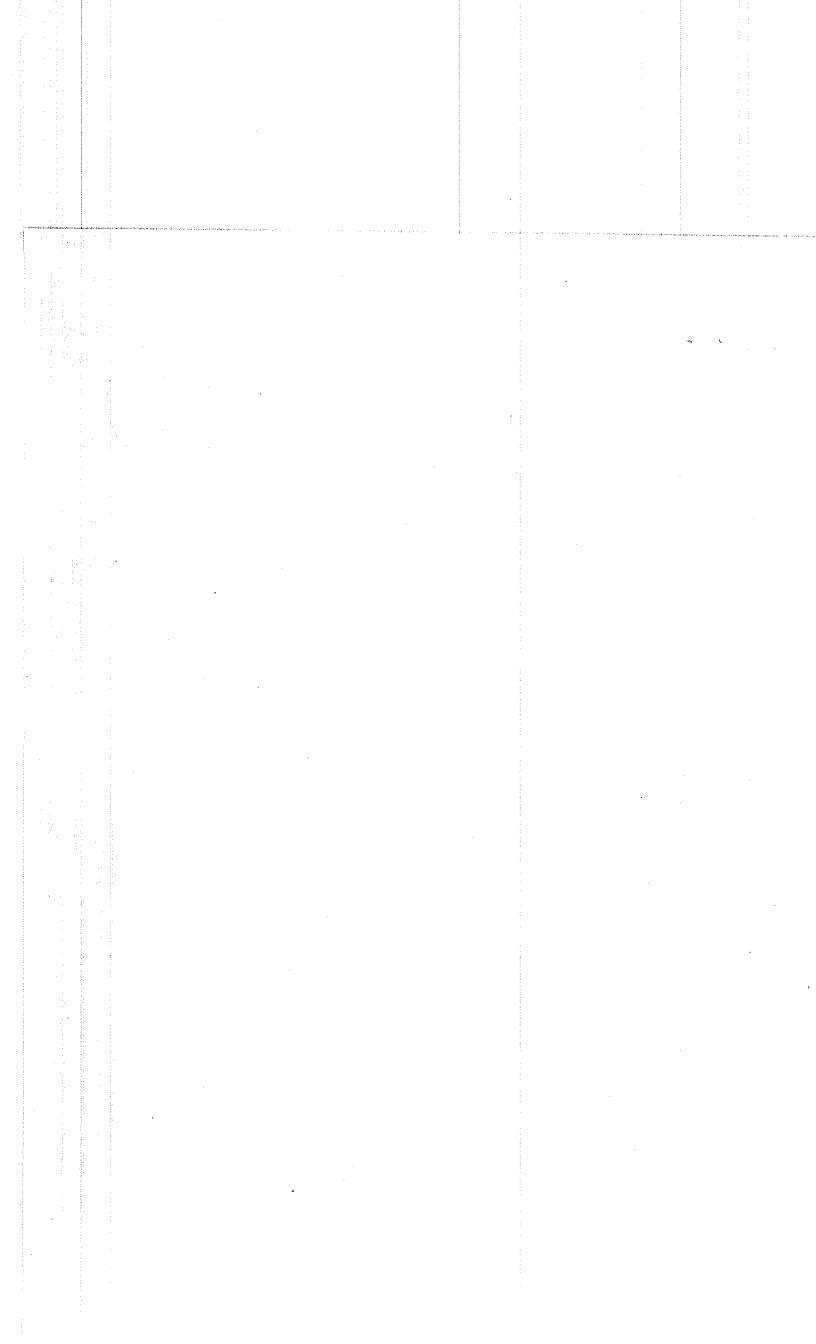
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Search made and certificate prepared by/-ధృవీకరణ వ్యతము తయారు చేసిన వారు

OFFICE SEAL & DATE 3 (ಕ್ರೌಲಿಯಮ ಮುನಾರು/ ಕೆದಿ

Receipt No. Received Rs. 100 +20 towards EC-Fee aganist Cash

ನಿಬ-ರಜಿ(ಸ್ಟ್ರೌರು ತೌರ್ಕ್ಡಾಲಯಮ





ဖေဝြနုံ့ဆိန် आन्ध्र प्रदेश ANDHRA PRADESH

AE 594941

984 01/12/2009 100 S.No. Date 12/2009 100 Name: Anil Kuner Pood Sto. Wo. Do Many Rood

S.W.L. No. 09/2009 H.No. 8-3-228/678/209 YOUSUPGUDA, HYDERABAD,

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 11th day of January 2010 at SRO, Kapra, Ranga Reddy District by and between:

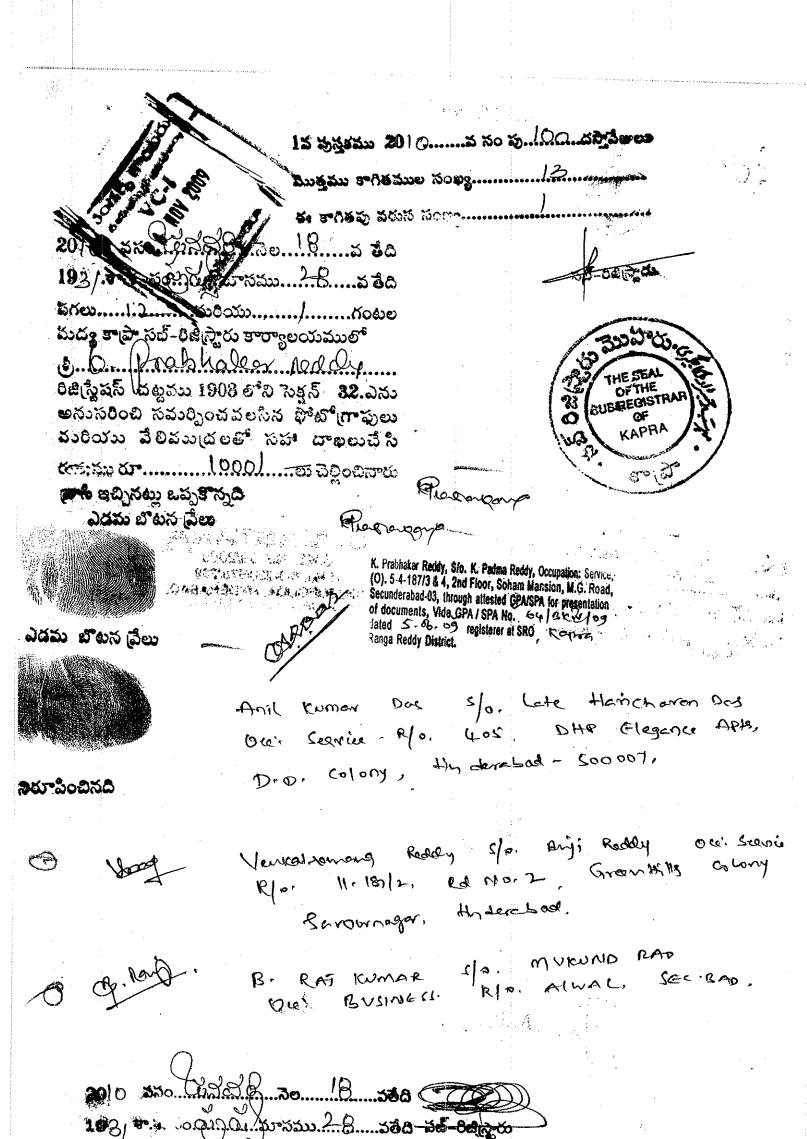
M/S. MODI VENTURES, a registered partnership firm having its office at 5-4-187/3 & 4, II Floor, Soham Mansion, M. G. Road, Secunderabad 500 003, represented by its Managing Partner Mr. Soham Modi, S/o. Sri Satish Modi, aged about 39 years, Occupation: Business, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignee etc.)

<u>AND</u>

MR. ANIL KUMAR DAS, SON OF LATE HARICHARAN DAS, aged about <u>56</u> years, Occupation: Service, residing at 405, DHP Elegance Apartments, D. D. Colony, Hyderabad -500 007, 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 MODI XENTURES

artner



WHEREAS:

- A. The Buyer under a Sale Deed dated 11.01.10 has purchased a semi-deluxe semi-finished, apartment bearing flat no. 406, on the fourth floor in block no. 'G', admeasuring 1050 sft. of super built up area in residential apartments styled as 'Gulmohar Gardens', forming part of Survey Nos. 93, 94 & 95, situated at Mallapur, Uppal Mandal, Ranga Reddy District, together with:
 - a. Proportionate undivided share of land to the extent of 42.00 sq. yds.
 - b. A reserved parking space for single car on the basement / stilt floor admeasuring about 100 sft.

This Sale Deed is registered as document no. 99/10, 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 a 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 semi-finished apartment bearing flat no. 406 on fourth floor in block no.'G' 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 semi-deluxe apartment bearing flat no. 406 on the fourth floor in block no. 'G' admeasuring 1050 sft. of super built up area and undivided share of land to the extent of 42.00 sq. yds., and a reserved parking space for single car on the basement / stilt floor admeasuring about 100 sft. as per the plans annexed hereto and the specifications given hereunder for an amount of Rs. 7,64,000/- (Rupees Seven Lakhs Sixty Four Thousand Only).
- 2. The Buyer shall pay to the Builder the balance amount of Rs. 7,64,000/-(Rupees Seven Lakhs Sixty Four Thousand Only) in the following manner:

S. No.	Amount	Due date of payment
I	1,64,000/-	15.01.2010
II	4,00,000/-	On Completion of bathroom tiles, flooring, doors, windows & 1 st Coat of Paint
III	2,00,000/-	On Completion

FOI MODE VENTURES

Partner

1:	వ వుస్తకము 20 గ్రామ్మి.ప సం	త్రింగలుదస్వెవే జిలు
3.	బ <mark>ిక్తము కాగిశముల సంఖ్య</mark>	
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IV. User Charges 1. in the shape of challan 2. in the shape of cash	Rs. \00 \	
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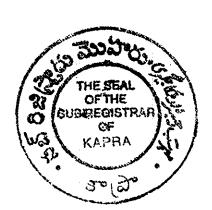


- 3. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause 10 below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in clause 3 above. The buyer shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Vendor as to completion of the Scheduled Apartment, notwithstanding the installments and due dates mentioned above.
- 4. The Buyer shall be liable to pay simple interest calculated @ 1.5% per month on all delayed payments of installments. Under no circumstances shall the Buyer delay the payment of installments for more than 1 month from the due date.
- 5. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavour 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.
- 6. The Buyer has handed over the vacant and peaceful possession of the semi-finished apartment bearing flat no. 406 on the fourth floor in block no. 'G' to the Builder for the purposes of completion of construction of the apartment.
- 7. 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.
- 8. 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 & electricity connections and for any other amenities. Such payments shall solely be borne by the Builder.
- 9. The Builder shall complete the construction of the Apartment and handover possession of the same by 1st April 2011, with a further grace period of 6 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 governmental / quasi governmental authorities and agencies on account of any other 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.

For MODIVENTURES

Partner

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- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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.
- 14. 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.
- 15. The Buyer agrees that under no circumstances including that of any disputes or 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.
- 16. 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 leviable with respect to the construction of the Apartment under this agreement, or the sale deed.
- 17. 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.

For MODI VENTURES

Partner

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THE SEAL OF THE SUPEREGISTRAN CHE KAPRA AND STOLES

- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. Stamp duty and Registration amount of Rs. 8,640/- is paid by way of challan No. 5 34115 dated 18.1.10, drawn on Kushaiguda Branch, Hyderabad and VAT paid an amount of Rs. 7,640/- paid by way of pay order no. 153587, dated 11.01.10, drawn on HDFC Bank, S. D. Road, Secunderabad.

FOR MODI VENTURES

Partner

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THE SEAL OF THE SUBREGISTRAN CUT KAPRA

SCHEDULE 'A' SCHEDULE OF LAND

All that piece of land admeasuring Ac. 1-08 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	Neighbors land
East By	Shakti Sai Nagar Colony
West By	Land belonging to Firm and Vendor – Schedule A Land

SCHEDULE 'B'

SCHEDULE OF APARTMENT

All that portion forming semi-deluxe apartment bearing flat no. 406 on the fourth floor, in block no. 'G', admeasuring about 1050 sft. of super built up area together with proportionate undivided share of land to the extent of 42.00 sq. yds. and a reserved parking space for Single car on the basement / stilt floor admeasuring about 100 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	Open to Sky	
South By	Open to Sky	
East By	Open to Sky	
West By	6'-6" wide corridor & Staircase	

WITNESSES:

1. **b**eed

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FOI MODI VENTURES

BUILDER BUILDER

BUYER

THE SEAL OF THE SUBJECT OF THE SUBJECT OF KAPRA

SPECIFICATION OF CONSTRUCTION

Item	Semi-deluxe Apartment	Deluxe Apartment
Structure	RCC	RCC
Walls	4"/6" solid cement blocks	4"/6" solid cement blocks
External painting	Exterior emulsion	Exterior emulsion
Internal painting	Smooth finish with OBD	Smooth finish with OBD
Flooring	Ceramic Tiles	Vitrified Tiles
Door frames	Wood (non-teak)	Wood (non-teak)
Doors	Moulded main door, others flush doors	All doors moulded
Electrical	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
Bathroom	Designer ceramic tiles with 7' dado	Designer ceramic tiles with 7'
Sanitary	Raasi or similar make	Raasi or similar make
C P fittings	Branded CP Fittings	Branded CP Fittings
Kitchen platform	Granite Slab, 2 ft ceramic tiles dado, SS sink.	Granite slab, 2 ft ceramic tiles dado, SS sink.
Plumbing	GI & PVC pipes	GI & PVC pipes

Note:

- 1. Choice of 2 colours for interiors, western / Anglo-Indian WC, 2 or 3 combinations of bathroom tiles & sanitary fittings shall be provided.
- 2. Changes to external appearance and colour shall not be permitted.
- 3. Fixing of grills to the main door or balconies shall not be permitted.
- 4. Change of doors or door frames shall not be permitted.
- 5. Changes in walls, door positions or other structural changes shall not be permitted.
- 6. Only select alterations shall be permitted at extra cost.
- 7. RCC lofts and shelves shall not be provided.
- 8. Specifications / plans subject to change without prior notice.

IN WITNESS WHEREOF the parties hereto have signed this agreement in token of their acceptance after understanding the contents with free will and without any influence or coercion in presence of the witness:

WITNESSES:

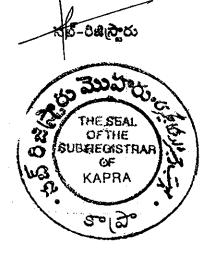
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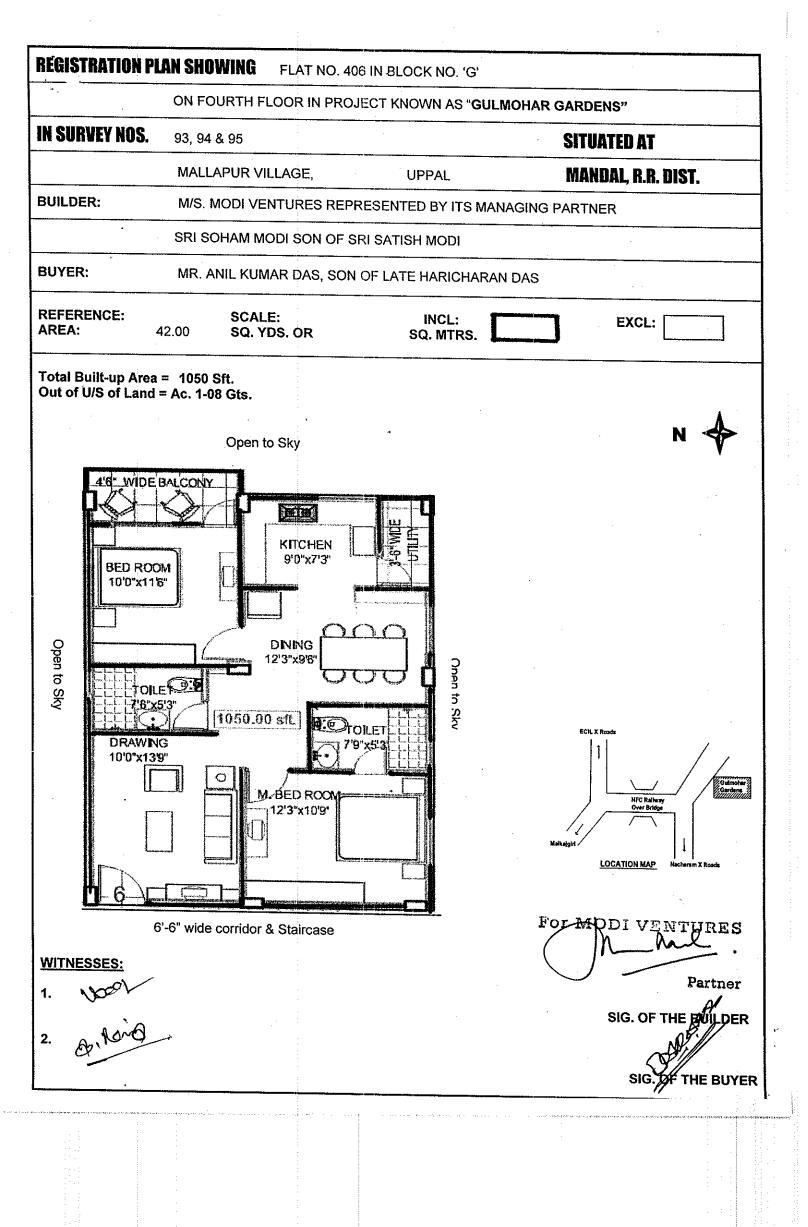
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PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908.**

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB)

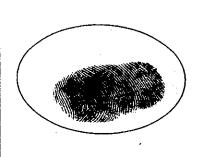
PASSPORT SIZE **PHOTOGRAPH** BLACK & WHITE

NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER

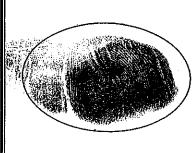














BUILDER:

M/S. MODI VENTURES HAVING ITS OFFICE AT 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD - 500 003. REP. BY ITS MANAGING PARTNER MR. SOHAM MODI S/O. MR. SATISH MODI

GPA FOR PRESENTING DOCUMENTS VIDE DOC. NO. 64/IV/2009, Dt. 05.06.2009:

MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY (O). 5-4-187/3 & 4 II FLOOR, SOHAM MANSION M. G. ROAD SECUNDERABAD - 500 003.

BUYERS:

MR. ANIL KUMAR DAS S/O. LATE HARICHARAN DAS R/O. 405, DHP ELEGANCE APARTMENTS D. D. COLONY, HYDERABAD - 500 007,

SIGNATURE OF WITNESSES:

For MODI ENT URES Partner.

SIGNATURE OF EXECUTANTS

SIGNATURE(S)

న**ర్-రిజి**గ్రారు

THE SEAL OF THE SUBMEDISTRAN OF KAPRA KAPRA

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

C.S.No./Year: 000113/2010 of SRO: 1526(KAPRA)

18/01/2010 12:38:23

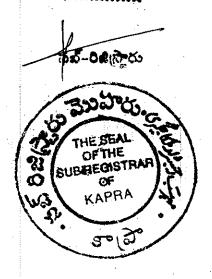
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1		TANEROMA POLICI	(CL) ANIL KUMAR DAS 405, DHP ELEGANCE APT.D.D.CLY, HYD.	ON MAN
2	Manual Enclosure	Manual Enclosure	(EX) M/S MODI VENTURES REP BY SOHAM MODI H.NO.5- 4-187/3&4,II FLOOR,SOHAM MANSION,M.G.ROAD, SECUNDERABAD.	
3	Roll	18.CHARRIMANA (BAY) (APAC 113) A HOLDER)	(EX) K.PRABHAKAR REDDY(SPA HOLDER) H.NO.5-4-187/3&4,II FLOOR,SOHAM MANSION,M.G.ROAD, SECUNDERABAD.	Presingo

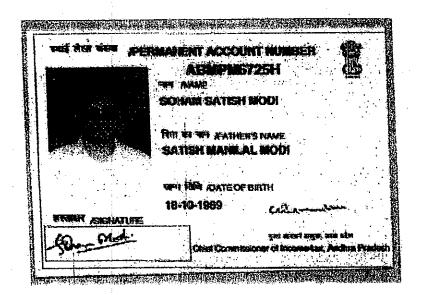
Witness Signatures

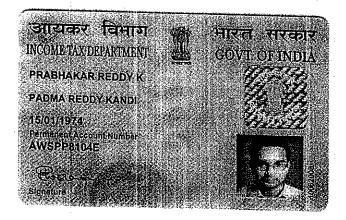
Ope Sign

Operator Signature Subregistrar Signature

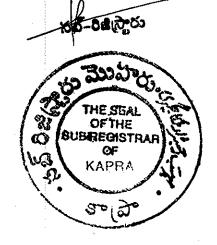
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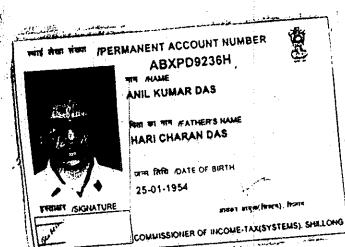






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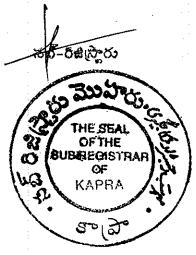
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शिलीग - 793 001.

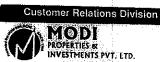
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WITNESSES NO. 1





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, IInd Floor, M.G Road, Secunderabad-500003. Phi040-66335551; 040-27544058

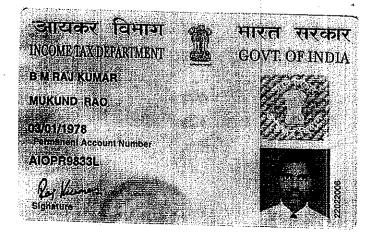
www.modiproperties.com

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 white on duty
- 2. This card has to be surrendered white leaving the organization
- 3. The loss of the card must be reported to the Admin,Div.Immediately

WITNESSES NO. 2



इस कार्ड के जो जाने पर / क्षोम, इस आई मिलने सर कृपमा सुपित करें / लीटार्स आयक्तर पेत तेंगा इसेंबें, रूप स्वाधी एक तीसती मंजिल, ट्रेड बल्ड, ऐ बिंग, क्रमेंबें, जिल्ला कप्पाल एस, बी. मार्ग, लोअर प्रदेल, मुख्यें - बेठेंठ स्वाध

If this card is lost / someone's lost card is foun please inform / return to:

Income Tax PAN Services Unit: NSDE:
37d Floor, Trade World, A Wing,
Kamala Mills Compound,
S. B. Marg. Lower Parel: Mumbal., 400 013

Tel: 91-22-2499/4550/Pax. 01-2202495/0664, email: intinfo@issif.co.in

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THE SEAL OF THE SUBMEGISTRAN OF KAPRA

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