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S.No | 2,857 Date: 19/04/2016

: Subba Rao Sold to

: Anjaneyulu R/o Hyd.

For Whom : M/s. Xeno Soft Technologies India

Pvt Ltd., Hyd

E 304268

V. SRIKANTH

LICENCED STAMP VENDOR LIC. No. 15-10-018/2000, REN No. 15-10-028/2015 P.No: 49, Sy. No. 10, Beside Swathi School, Madhapur, Serilingampally, R.R. Dist.

Phone: 9493014949

SALE DEED

This Sale Deed is made and executed at Hyderabad on this the 21 day of April 2016 between:

JMKGEC Realtors Private Limited, a company incorporated under the laws of India and having its registered office at 5-2-223, Gokul Distillery Road, Secunderabad - 500 003, duly represented by its Director Shri Soham Modi S/o. Shri. Satish Modi aged 45 years, hereinafter referred to as the "Vendor 1", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, administrators and

permitted assigns of the First Part;

AND

§ 2. SDNMKJ Realty Private Limited, a company incorporated under the laws of India and having its registered office at 5-2-223, Gokul Distillery Road, Secunderabad - 500 003, duly represented by its Director Shri Soham Modi S/o. Shri. Satish Modi aged 45 years,

hereinafter referred to as the "Vendor 2", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors, administrators and

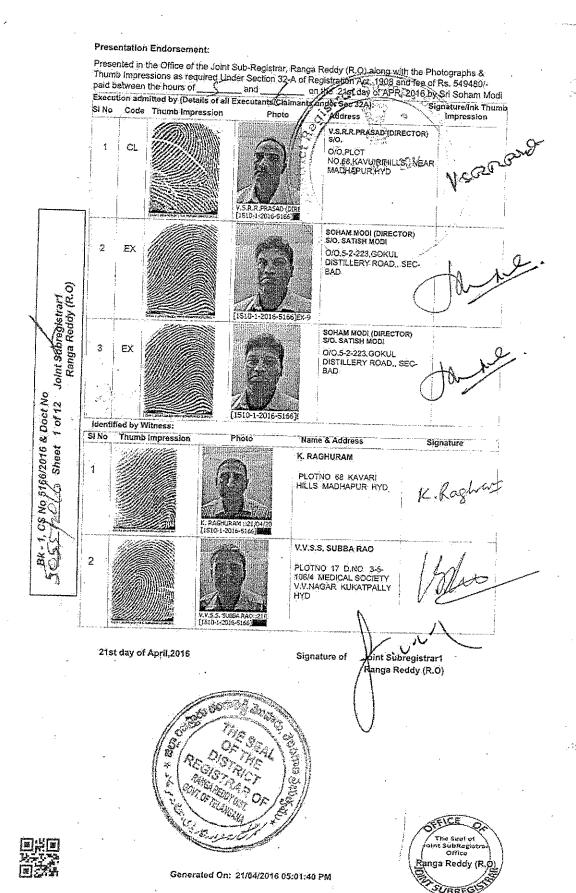
permitted assigns of the Second Part;

JUNE REALTORS PAT LTD

Director/Mandatee

FOR SOMMKJ REALTY P

Director



INFAVOUR OF

3. M/s. Xenosoft Technologies (India) Private Limited, a company incorporated under the Companies Act, 1956 and having its registered office at Plot No. 68, Kavuri Hills, Near Madhapur, Hyderabad – 500 033 represented by its Director Shri. V. S. R. R. Prasad (hereinafter referred to as the "Buyer" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors in interest, transferees and permitted assigns) of the Third Part.

The Vendor 1 and Vendor 2 shall hereinafter be collectively referred to as "Vendors". The Buyer and the Vendors shall hereinafter be individually referred to as the "Party" and collectively referred to as the "Parties".

WHEREAS:

- (A) Originally Revenue Department, Government of Andhra Pradesh addressed a letter to the Mandal Revenue Officer, Serilingampally Mandal, the District Collector, Ranga Reddy District directing the MRO vide letter No. 2051/2002 dated 4 September 2002 to resume land to the extent of 33.23 acres situated in Survey Numbers 115/16, 115/19, 115/20, 115/22, 115/24, 115/25, 115/27, 115/29, 115/30 and 115/32, Nanakramguda Village, Serilingampally Mandal, Ranga Reddy District, Andhra Pradesh and hand over the said land to the Andhra Pradesh Industrial Infrastructure Corporation Limited.
- (B) APIIC, by way of provisional allotment order dated 16 January 2006 bearing Letter Number 1269/PM(IPU)/APIIC/2005(S), provisionally allotted to Shiram Venture Limited (under the name 'Shriram Financial Services Holdings Private Limited' as it was then known), on "as is where is basis", land admeasuring 3.00 acres in Plot Nos. 31/Part and 32 in the Financial District situated in Survey Numbers 115/22, 115/24 and 115/25 of Nanakramguda Village within the Serilingampally Mandal, Ranga Reddy District, Andhra Pradesh to establish corporate office, back office and IT support and training centre. APIIC confirmed the allotment of land in favour of Shriram Venture by way of its letter dated 9 May 2006 and further, by way of this letter dated 9 May 2006, the Provisional Allotment Order was modified to reflect an allotment of 3.38 acres to Shriram Venture.
- (C) On 18 May 2006, APIIC executed an Agreement for Sale of Land bearing registration number 11682/2006 for the allotment and handing over of possession of land admeasuring 3.38 acres on an "as is where is basis" situated at the Financial District bearing Plot Nos. 31/Part and 32 in Survey Numbers 115/22, 115/24 and 115/25 of Nanakramguda Village, Serilingampally Mandal, Ranga Reddy District, in favour of Shriram Venture.

or JMK-GEC REALTORS RYT. LTD.

Director/Mandatee

FOR SONMK REALTY PVT. OTD.

Director

Bk-1, CS/No 5156/2016 & Doct No Subregistrari

Endorsement:	Stamp Duty respect of	y, Tranfer Duty, Res this Instrument.	Istration Fee an	d User Char	ges are collected	as below in			
Description of Fee/Duty	In the Form of								
	Stamp Papers	Challan u/S 41of IS Act	E-Challan	Cash	Stamp Duty	DD/BC/ Pay Order	 Tota		
Stamp Duty	100	0	4395740		· ·	D'			
Transfer Duty	NA	. 0	1648440				4395840		
Reg. Fee	NA	0	549480	0		- · · -	1648440		
User Charges	NA	0	100				549480		
. Total	100	0	6593760				100 6593860		

Rs. 5044180/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 549480/- towards Registration Fees on the chargeable value of Rs. 109895100/- was paid by the party through E-Challan/BC/Pay Order No .706PMP200416

E-Challan Details Received from Bank:

(1). AMOUNT PAID: RS. 6593760/-, DATE: 21-APR-16, BANK NAME: SBH, BRANCH NAME: SANATHNAGAR HYDERABAD, BANK REFERENCE NO: 002354359, REMITTER NAME: XENOSOFT TECHNOLOGIES INDIA PYT LTD, EXECUTANT NAME: JMKGEC REALTORS P LTD AND SDNMKJ REALT , CLAIMANT NAME XENOSOFT TECHNOLOGIES INDIA PYT LTD)

Date:

21st day of April,2016

Signature of Registering Officer

Ranga Reddy (R.O)

PESEcheitzanz187

Registered as Document No... 50 5 on 20 61 4938 SE of Book 1, and assigned the Identification Number as 1510 - 50 5 20 6 For Scanning.

Date

2 1 APR 2016

Registering Officer
G. VISHNUVARDHAN RAO
JOINT SUB-REGISTRAR-I
R.Q. R.R. DISTRICT



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- (D) On 5 November 2007, Shriram Venture and Ramky Estates and Farms Private Limited have executed an unregistered Agreement of Sale Cum General Power of Attorney, as validated on 7 December 2012 in File No.5784/AR/2012 on the file of District Registrar and Collector, Ranga Reddy District, whereby M/s. Ramky Estates & Farms Limited agreed to construct 1,00,000 (One Lakh) sq.ft. of built up area along with 45,000 (Forty Five Thousand) sq.ft. of car parking area on the Land for Shriram Venture in consideration paid by Shriram Venture to the Vendor, and transfer of undivided share of the Land to the extent of 12,738 sq. yds. by Shriram Venture to the Ramky Estates & Farms Limited. As per the terms of the Agreement of Sale cum GPA, Ramky Estates & Farms Limited and Shriram Venture agreed that the Ramky Estates & Farms Limited shall be entitled to construct and retain built-up area of about 3.50 lakh sq.ft. and parking space of about 1,55,000 sq.ft. on the abovementioned undivided share of the Land to the extent of 12,738 sq.yds.
- (E) On 4th August 2009, APIIC and Shriram Venture executed the Deed of Sale bearing registration number 4064/2009 for the transfer of land admeasuring 3.38 acres situated at the Financial District in Survey Numbers 115/22, 115/24 and 115/25, Nanakramguda Village, Serilingampally Mandal, Ranga Reddy District, from APIIC to Shriram Venture for the purpose of establishment of a corporate office, back office and IT support and training centre building. On 30 January 2013, Shriram Venture and the Vendor executed a Sale Deed bearing registration number 1218/2013 for the transfer of a portion of the above mentioned Land, being land admeasuring 12,835 sq.yds. at Plot Nos. 31/Part and 32 in Survey Numbers 115/22, 115/24 and 115/25 at Financial District, Nanakramguda Village, Serilingampally Mandal, Ranga Reddy District (hereinafter referred to as "Undivided Share of Land"), from Shriram Venture to the Vendor.
- (F) Under the terms of the Agreement of Sale cum GPA, the Ramky Estates & Farms Limited has constructed for itself 4,54,278 lakh sq.ft. of premises comprising Ground, 1st to 4th and 9th floors in Tower A and total Tower B with effective car parking of 438 numbers in Lower & Upper Basements (total area of basements equivalent to 2,35,195 Sq.ft.) (Hereinafter referred to as "Ramky Selenium") with it's own funds.
- (G) The Vendors have purchased the property admeasuring (i) 51,114 Sq. ft of premises (forming part of Ramky Selenium) in the 2nd (25,557 Sq. ft) and 3rd (25,557 Sq. ft) floors of Tower A on Ramky Selenium, and (ii) 1,852.83 Sq.yds of proportionate undivided share of land along with effective and exclusive car parkings of 51 numbers in lower and upper basements bearing Plot Nos. 31/Part and 32 in Survey Numbers 115/22, 115/24 and 115/25 at Financial District, Nanakramguda Village, Serilingampally Mandal, Ranga Reddy District purchased from Ramky Estates & Farms Limited vide Sale Deed No. 4439/14 dated 28.03.2014 registered at District Registrar Office, Ranga Reddy District.
- (H) The Vendors have executed a partition deed registered as document bearing No. 11823/14 dated 18.09.2014 at District Registrar Office, Ranga Reddy District by partitioning the shares of built up area, car parkings and undivided share of land between them.

FOR JMK GES REALTORS PV (LTD.

Director/Mandatee

FOR SON MKJ REALTY PVELTO

Director

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- (I) By way of the above said deeds and recitals the Vendor No1. become sole and absolute Owner of the property admeasuring 12,778.50 Sq.ft on 2nd floor and 12,778.50 Sq. ft on 3nd floor along with effective car parkings of 13 numbers on upper basement floor and 13 car parkings on lower basement floor in Tower A of Ramky Selenium, and 926.42 Sq.yds of proportionate undivided share of land bearing Plot Nos. 31/Part and 32 in Survey Numbers 115/22, 115/24 and 115/25 at Financial District, Nanakramguda Village, Serilingampally Mandal, Ranga Reddy District.
- (J) The Vendor No.2 become sole and absolute Owner of the property admeasuring 12,778.50 Sq. ft on 2nd floor and 12,778.50 Sq. ft on 3rd floor along with effective car parkings of 13 numbers on upper basement floor and 12 car parkings on lower basement floor in Tower A of Ramky Selenium, and 926.41 Sq.yds of proportionate undivided share of land bearing Plot Nos. 31/Part and 32 in Survey Numbers 115/22, 115/24 and 115/25 at Financial District, Nanakramguda Village, Serilingampally Mandal, Ranga Reddy District.
- (K) The Vendors are desirous of selling (i) 25,557 square feet (forming part of Ramky Selenium) in the 3rd floor of Tower-A on Ramky Selenium, and (ii) 926.41 square yards of proportionate Undivided Share of Land, along with effective and exclusive car parkings of 25 numbers in upper and lower basements (hereinafter referred to as "Schedule Property" and more fully described in Schedule A annexed hereto, along with the plan annexed as Schedule B) to the Buyers for a total consideration of Rs. 10,98,95,100/- (Rupees Ten Crores Ninety Eight Lakhs Ninety Five Thousand One Hundred Only) (Total Consideration). The accurate and complete specifications of the car parkings of 25 numbers being sold and transferred to the Buyers, as part of the Schedule Property, is provided in the plans attached as Schedule C & D to this Agreement/Deed.
- (L) The Buyer approached the Vendors for purchasing the Schedule Property and the Vendors have represented that (i) they are the sole and absolute owners and are in peaceful possession of the above Schedule Property, (ii) that there are no encumbrances, charges or claims of any nature whatsoever over the Schedule Property, (iii) the Schedule Property is not subject to any court cases, land ceiling issues, regularization proceedings, etc., (iv) the Schedule Property is in compliance with all applicable norms, guidelines, bye laws, etc., and (v) it is not prohibited from selling or transferring the rights over the Schedule Property.
- (M) On the basis of the above representations, the Buyer has agreed to purchase the Schedule Property for the Total Consideration of Rs. 10,98,95,100/- (Rupees Ten Crores Ninety Eight Lakhs Ninety Five Thousand One Hundred Only) in accordance with the terms mutually agreed between the parties which are described hereinafter.
- (N) Pursuant to the above, the Buyer has paid the total sale consideration to the Vendors. The buyer being desirous of acquiring the absolute right, title and interest over the Schedule Property have requested the Vendors to execute and register the Sale Deed on the terms and conditions contained hereunder.

NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLLOWS

The Vendors are the sole and absolute owners of the Schedule Property and hereby sells, conveys, transfers and assigns absolutely all its rights, title and interest in the Schedule Property to the Buyer to hold the same absolutely and forever as the absolute owners thereof.

OF JMK GET REALTORS PVE LTD.

Anrikkandate@

FOR SONNING REALTY PVT.

Directo

BK-1, CS No 5166/2016 & Doct No







- The Total Consideration for purchase of the Schedule Property is Rs. 10,98,95,100/(Rupees Ten Crores Ninety Eight Lakhs Ninety Five Thousand One Hundred Only).
 The Buyer has paid the total sale consideration by way of Pay Orders as mentioned in the table below:
 - A. Payments made to JMKGEC Realtors Pvt Ltd:

Sl. No	Pay Order No	Date	Amount Rs.	Drawn on
1	004238	12.02.2016	54,94,755	ICICI Bank
2	501533	21.04.2016	4,00,43,025	ICICI Bank
	-	21.04.2016	88,60,294	ICICI Bank
3	TDS deducted @1%		5,49,476	
	Te	otal	5,49,47,550	

B. Payments made to SDNMKJ Realty Pvt Ltd:

Sl. No	.Pay order No	Date	Amount Rs.	Drawn on
· 1	004239	12.02.2016	54,94,755	ICICI Bank
2	501534	21.04.2016	4,00,43,025	ICICI Bank
		21.04.2016	88,60,294	ICICI Bank
3	TDS deducted (01%	. 5,49,476	,
	T	otal	5,49,47,550	

The buyer have also issued to the Vendors the certificates of deduction of tax at source at the rate of 1% of the amount of the total consideration (TDS certificates) as mentioned above.

The Vendors hereby confirms and acknowledges receipt of the total consideration from the Buyers in the manner mentioned above to the Vendors' full satisfaction.

- 3. The Vendors have delivered physical possession of the Schedule Property to the Buyer and put the Buyer in vacant and peaceful possession of the same.
- 4. The Vendors hereby declares that the Buyer shall be entitled to own, hold, possess and enjoy, exclusively and absolutely the Schedule Property hereby conveyed, without any lawful interruption or disturbance by the Vendors or any person claiming through or under the Vendors.
- The Vendors hereby represents and declares that (i) the Schedule Property is free from all or any encumbrances, charges, claims, notices or any third party interests whatsoever and that there are no government acquisition proceedings or road widening proceedings in relation to the Schedule Property, (ii) it is the sole and absolute owners and is in peaceful possession of the above Schedule Property, (iii) the Schedule Property is not subject to any court cases, land ceiling issues, regularization proceedings, etc., (iv) the Schedule Property is in compliance with all applicable norms, guidelines, bye laws, etc., and (v) it is not prohibited from selling or transferring the rights over the Schedule Property.

Director/Mandate®

FOR SONN KU REALTY POT. LTD

BK-1, CS No 5166/2016 & Doct No
3055 | 16- Sheet 5 of 12 Joint Subregistrar1
Ranga Reddy (R.O)







- 6. The Vendors represents that it shall form and manage an association for the purposes of maintenance of Ramky Selenium. The Owners/Occupants will be governed by the byelaws formulated and agreed by the association.
- 7. The Vendors hereby agrees to indemnify and keep indemnified at all times the Buyer in title against any loss or damage which Buyer may sustain on account of Buyer's right to remain in peaceful possession and enjoyment of the schedule property as absolute owner's thereof being disturbed in any manner, whatsoever, on account of any defect or deficiency in the title of the Vendors and the Vendors agrees to defend the right, title and interest of Buyer in title thereto to schedule property against all liabilities, losses, damages, expenses, actions, demands, proceedings, prosecutions, attachments, claims or causes of action, whatsoever, that the Buyer may sustain, suffer or incur for any reason, whatsoever and as a result of any of its representations and/or warranties made in this deed turning out to be untrue and that all expenses in this regard shall be borne and paid for by the Vendors.
- 8. The Vendors hereby further declares that all cess, taxes and levies whatsoever relating to the Schedule Property up to the date of the Sale Deed shall be the responsibility of the Vendors and confirms that all such cess, taxes and levies whatsoever relating to the Schedule Property have been paid and that there are no dues pending on account of the same.
- The Vendors have handed over to the Buyer all the original documents with respect to the Schedule Property, including documents relating to the title to the Schedule Property, registrations, permissions, approvals, building plans, etc.
- 10. The Vendors have not entered into any sale deeds, agreements of sale or power of attorney with any other person / persons with regard to the sale of the Schedule Property or created any charge by way of mortgage, pledge, hypothecation, or in any other manner whatsoever.
- 11. Simultaneous with the execution of the Sale Deed, the Parties shall submit the Sale Deed for registration before the appropriate governmental authority under the Registration Act, 1908, and the Vendor shall extend all cooperation necessary to the Buyer, including providing the relevant documents and appearing before the registering authority. The Vendors does hereby further and more perfectly assuring the Schedule Property to the Buyers according to the true intent and meaning of this sale deed. The Parties agree that the stamp duty and registration charges for duly executing and registering this Sale Deed shall be borne by the Buyer.
- 12. This Sale Deed may be amended, modified or supplemented only by a written instrument executed by each of the Parties and no waiver of any provision of this Sale Deed shall be effective unless set forth in a written instrument executed by the Party waiving such provision.
- 13. This Sale Deed constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any prior agreements or understandings relating to such subject matter.

OF JMK GEO REALTORS PV LTD.

Director/Mandates.

FOLSONMKJ REALTY PVT. LTD

Director

Bk-1,CS No 5166/2016 & Doct No







- 14. If any provision of this Sale Deed or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Sale Deed and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Sale Deed shall be replaced with a provision which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
- 15. This Sale Deed and the rights of the Parties hereunder shall be construed, interpreted and enforced in accordance with the laws of India. Any dispute or difference arising out of, or in connection with the performance of the obligations under this Sale Deed shall be referred to the jurisdiction of the courts at Hyderabad, India.

IN WITNESS WHERE OF this Sale Deed has been signed by the Parties (or their duly authorised representatives) on the date stated at the beginning of this Sale Deed.

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For Vertal MK GEC REALTONS PVT. LTD.	For SDNMKJ REALTY PVT. LTD.
JMKCEC Realters Private Librated	SDNMK J Realty Private Limited
Represented by Mit Soham Modi	Represented by Mr Soham Modi
Designation: Director. Director/Mandates	Designation: Director Director
Witnesses: 1. K. Raghram	Witnesses: 1. K. Ragham
2 Mrs	2.
For Buyer	

Witnesses: 1. K Raghram

Xenosoft Technologies (India) Pvt Ltd

Designation: Director

Represented by Mr. V. S. R. R. Prasad V. S. D. D. P.M.

SON STATE Sheet 7 of 12 Joint Subregistrar1 Ranga Reddy (R.O)







Schedule A **Details of Schedule Property**

All that building with built up area admeasuring 25,557 Sq.ft comprising of Third floor of Tower A (marked in red in the plan enclosed as Schedule B) in Ramky Selenium with 926.41 Sq.yds of proportionate undivided share of land along with effective ac nd exclusive car parkings of 25 Nos in the Lower and Upper Basement (marked in red in the plan annexed as schedule C & D) situated at Plot No.31 part and 32 in Sy.No.115/22, 115/24, 115/25 at Financial District, Nanakramguda, Serilingampally, R.R. District which is bounded by:

North: Open to Sky and existing 24 mtrs wide road

South: Open to Sky and Plot No. 31/P and 30/P

East: Open to Sky and Plot No. 27 & 28

West: Tower B of Ramky Selemium

JMKGEC Realtors Private Limited Represented by Mr Soham Modi Designation: Director, Director/Mandatea

Witnesses: 1.

FOR SONMK REALTY PY SDNMKJ Realty Private Limited Represented by Mr Sohara Modi Designation: Director Director*

Witnesses: 1.

For Buyer:

For Xenosoft Technologies (I) Pvt. Ltd.

Xenosoft Technologies (India) Pvt Ltd V. S. R. R. R. L.

Represented by Mr. V. S. R. R. Prasad

Designation: Director

atory:

Witnesses: 1.

BK-1, GS No 5166/2016 & Doct No







Schedule B Plan of Ramky Selenium – 3rd Floor

Tower B of Ramky Selenium

Open to the sky and plot # 27 and 28

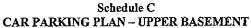
For Yearlow GEO REALTORS FAT JMKGEC/Realtors Rrivate Limited Represented by Mr Soham Modi Designation: Director/Manda Witnesses: 1. Rashram	Represented by Mr Soham Modi	
For Buyer: For Xenosoft 'Xenosoft Technologies (India) Pvt Ltd Represented by Mr. V. S. R. R. Prasad V Designation: Director	Technologies (I) Pvt. Ltd. STOR PML Authorised Signatory	
Witnesses: 1. K. Raghram 2. My	· -	

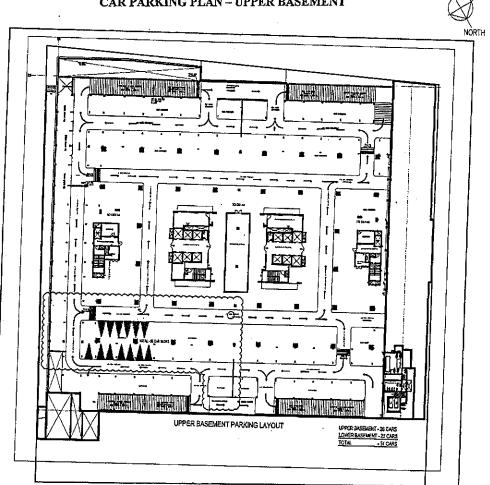
BK-1, CS No 5166/2016 & Doct No EOS 19016 . Sheet 9 of 12 Joint Supregistrar1 Ranga Reddy (R.O)











For Vendors JMK GEC REALTON JMKGEC Realtors Private Limited
Represented by Mr Soham Modi
Designation: Director.

Director/N Director/Mandatea

SDNMKJ Realty Private Limited

Represented by Mr Soham Modi Designation: Director For SDNMKJ REALTY PYT. LTD.

Witnesses: 1. K. Raghram Witnesses: 1.

2.

Director

For Buyer: Ver Xenosoft Technologies (I) Pvt. Ltd. Xenosoft Technologies (India) Pvt Ltd. Represented by Mr. V. S. R. R. Prasad V STOR Public Represented by Mr. V. S. R. Prasad V STOR For Buyer:

Designation: Director

Witnesses: 1. K Raghas

2. Whyt

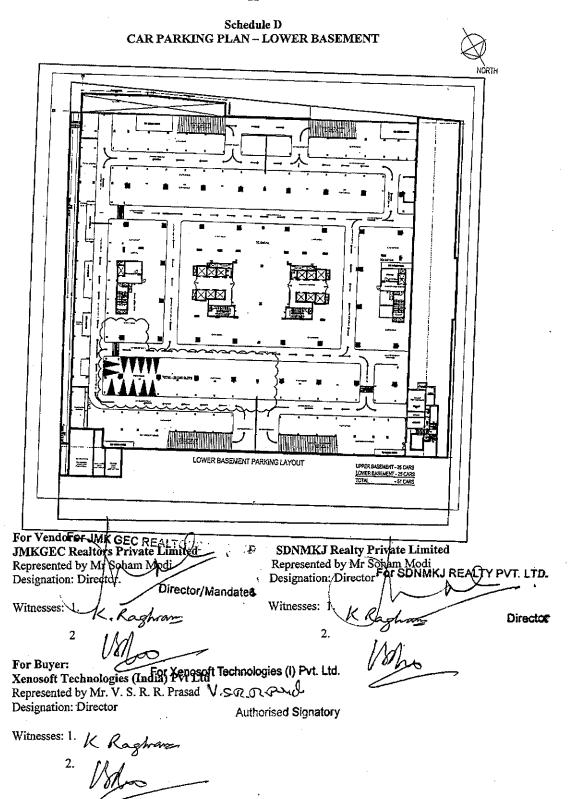
Authorised Signatory

BK-1, CS No 5166/2016 & Doct No 505 20 Sheet 10 of 12 Joint Subredistrari Ranga Reddy (R.O)









BK-1, GS No 5166/2016 & Doct No

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Ranga Reddy (R.O)









आयकर विमाग



VISIR RIPRASAD SUBBARAO VUPPULURI

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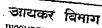
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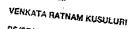
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GOVT. OF INDIA









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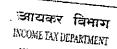
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भारत सरकार GOVT OF INDIA

भारत सरकार

GOVT. OF INDIA

XENOSOFT TECHNOLOGIES (INDIA) PRIVATE LIMITED

10/04/2006

Fermanent Assount Number

AAACX0478Q

. लड्डिक्सिकी: महिहेरी र

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PLOT NO 68, KAVURI HILLS, NEAR MADHAPUR, HYDERABAD - 500033 AAACX0478Q XENOSOFT TECHNOLOGIES INDIA LOT NO 68, KAVIRI HILLS, NEAR AADHAPUR, HYDERABAD - 500033 SIXTY FIVE LAKH NINETY THREE THOUSAND SEVEN HUNDRED SIXTY RUPERS ONLY COAD SECUNDER ABAD - 500003 VENOSOET TECHNOLOGIES INDIA ST THURGEGREATORS PLID AND SDNMKJ REALT Sos Challan No: 706PMP200446 NOS Property Situated in District | RANGA REDDY Amount Details 4395740.0 1648440.0 549480.0 100.0 6593760.0 20-04-2016 3S Screen Number :8888 adhar Card Number Document Nation (25) Remmiter Details AN Card Number Executant Details Date(DD-MM-YYYY) fobile Number Claimane derails Vature of Documen Transfer Duty Registration Fee User Charges Stamp & Signature Fotal in Words Address // lump Duty Address oumal No.