

దస్తావేజుల మొత్తం కాగితముల స్వా........... కాగితపు వరును 700g..... **%** हैं **- 8** के हो 192 8 3.శ.శా. మెడ్టాన్లు మాసము. 27 . జేది & Bhavefumehta అనుస్టరించి సమర్పించవలసిన పోటోగ్రాఫులు మరియు వేలిముద్రలతో సాహ దాఖలుచేసి Receipt No. 1.03(0) Dt12/3/07/ide SBH, Habsiguda Branch, Sec'bad S/s. Late Voyants metros వాసి యిచ్చినట్లు ఒప్పు కొన్నది. occi Businan ఎడ్డమ్మబ్జాలన్మవేలు (19 5-11-187 | 3 84, and flow roiznam mansion , M. G. Road, Secisad. Vinner 0/0. Ramdas Shirth ఎడమ బ్రొటన[పేలు R/n. H. NO: 7-78/80, 802, Jnothi Apts Plot No. 70, Mahayh Negar, ECIL, Hyderab మ బ్రొటనబ్రేలు DID. Subramaniam lyer Pla. H. NO: 7-78/80, 202, JYOHi APTP, Plat NO. 70, makesh Negar, ECIL, Hyderali ත**්වර්නිත්ධ** ( K. P. Reddy Slo. K. Padme Reddy Dec. Seence Free sont 5-4-187/3 & 4, M. G. ROCZ, Sec/ sca D ken Kissen do Romer oca Burner ploiped R. Role 200 \$ . 501 ..... ab (2) \$ 200 18 3 8 8

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#### WHEREAS:

- The Vendor is the absolute owner and possessor of the plot of land admeasuring A) about 200 sq. yds., forming part of Sy. No. 291, situated at Cherlapally Village, Ghatkesar Mandal, Ranga Reddy District by virtue of registered sale deeds bearing document no.11094/2005, dated 18th November 2005, registered with the SRO, Uppal, R. R. District, hereunder and hereinafter referred to as the larger piece of land in Sy. No. 291.
- Originally the Scheduled Land stood in the name of Shri P. Sai Reddy as patta B) land and upon his death on 27/05/1998 the patta was granted in favour of his only son Sri P. Sanjeeva Reddy (patta no. 20, passbook no. 177970, title book no. 10420)
- The said Sri P. Sanjeeva Reddy executed an Agreement of Sale cum General C) Power of Attorney with possession in favour of Sri Kasula Shankar Goud, S/o. Rajaiah, vide document no. 535/04 dated 20.01.2004, registered at the Sub-Registrar, Uppal for sale of about Ac. 6-30 Gts. in Sy. No. 291 of Cherlapally Village, Ghatkesar Mandal, R. R. District. The Scheduled Land forms a portion of the said land. The Vendor has purchased the Scheduled Land by virtue of the above referred sale deed which is executed by Sri Kasula Shankar Goud, S/o. Sri Rajaiah and Sri P. Sanjeeva Reddy, represented by its Agreement of sale cum General Power of Attorney holder Sri Kasula Shankar Goud.
- The Vendor is desirous of developing the Scheduled Land by constructing an D) independent bungalow thereon and has obtained a sanction for construction vide Permit No. BA/G1/71/2006-07 dated 27.09.2006 from Kapra Municipality. The proposed construction forms a part of a larger housing project named and styled as 'SILVER OAK BUNGALOWS (PHASE-II)'.
- The Builder in the scheme of the development project have planned that the E) prospective buyers will eventually become the absolute owner of the identifiable land (i.e., plot of land) together with the independent bungalow constructed thereon.
- The Buyer has purchased plot of land bearing plot no. 265 admeasuring 200 F) sq. yds. under a Sale Deed dated 12.02.2007 registered as document no. 3481/pin the Office of the Sub-Registrar, Uppal. This Sale Deed was executed subject to the condition that the Buyer shall enter into a Agreement for Construction with the Builder for construction of a bungalow on the plot of the land.
- The Buyer has inspected all the documents of the title of the Builder in respect G) of the Scheduled Land and the plot of land bearing plot no. 265 and also about the capacity, competence and ability of the Builder to construct the bungalow thereon and providing certain amenities and facilities which are attached to and/or are common to the entire project of Silver Oak Bungalows. y. Notehell

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stamp duty of Rs. PACO Rupecs None local

has been levied in respect of this instrument from Sri. Brown Mehta on the basis of the agreed Market Value consideration of Rs. 30, 10,000 — being higher than the consideration agreed Market Value.

S.R.O. Uppal

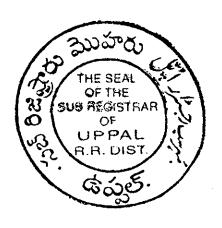
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INDIAN STAMP ACT

# Registration Endorsement

E.B.H. Habsiguda 4/c No. 01000050789



- H) The Buyer is desirous of having a bungalow constructed for him by the Builder on plot of land bearing no. 265 as a part of the development project taken up by the Builder and the Builder is willing to undertake the said construction of the bungalow.
- The Buyer as stated above had already purchased the plot of land bearing no. 265 and the parties hereto have specifically agreed that this construction agreement and the Sale Deed dated 12.02.2007 referred herein above are and shall be interdependent agreements.
- J) The parties hereto after discussions and negotiations have reached into certain understandings, terms and conditions etc., for the construction of the bungalow and are desirous of recording the same into writing.

# NOW THEREFORE THIS AGREEMENT FOR CONSTRUCTION WITNESSETH AS UNDER THAT:

- 1. The Builder shall construct for the Buyer a deluxe Bungalow admeasuring 1650 sq. ft. of built-up area on plot of land bearing plot no. 265 as per the plans and specifications annexed hereto (as Annexure A & Annexure B respectively) for a consideration of Rs. 30,10,000/- (Rupees Thirty Lakhs Ten Thousand Only).
- 2. The Builder at its own costs shall obtain necessary permissions from the concerned authorities for the construction of the bungalow for and on behalf of the Buyer and the parties hereto have agreed to do all that is necessary and execute all such documents, affidavits etc., that may be required for this purpose.
- 3. The Buyer has already paid the following amounts before entering into this agreement, which is admitted and acknowledged by the Builder.

Date	Mode of Payment		Amount
31.10.2006	Cheque No. 614331		25,000/-
04.12.2006	Cheque No. 066601		2,00,000/-
30.12.06	Cheque No. 066602		11,38,000/-
	Total Amount Received		13,63,000/-
Less: Amount appropriated towards Sale Deed  2,40,000/-			
Balance towards Construction Agreement			11,23,000/-

4. The Buyer shall pay to the Builder the balance consideration of Rs. 18,87,000/(Rupees Eighteen Lakhs Eighty Seven Thousand Only) in the following manner:

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Inst.	Amount (Rs.)	Due date for
		payment
I	15% of sale consideration within 7 days of casting 1 <sup>st</sup> slab	4,87,500/-
H	15% of sale consideration within 7 days of casting 2 <sup>nd</sup> slab	4,87,500/-
III	15% of sale consideration within 7 days of completion of brick work and plastering	4,87,500/-
VI	Balance within 7 days of completion of construction	4,24,500/-

- 5. 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 3 months from the due date.
- 6. 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.
- 7. The Buyer has handed over the vacant and peaceful possession of the plot of land bearing no. 265 to the Builder for the purpose of construction of the bungalow.
- 8. The Builder shall construct the bungalow in accordance with the plans and designs and as per specifications annexed hereto as Annexure A & Annexure B respectively. Cost of any additions and alterations made over and above the specifications at the request of the Buyer shall be charged extra.
- 9. 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.
- 10. The Builder shall complete the construction of the bungalow and handover possession of the same within 12 months from the date of obtaining sanction from the local authorities for the construction of the bungalow, with a further grace period of 6 months. However, the Builder shall not be liable and responsible if they are unable to construct and deliver the possession of the said bungalow 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 or 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.

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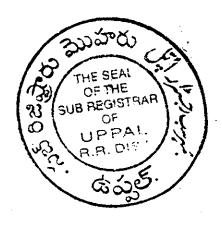
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- 11. The Builder upon completion of construction of the bungalow shall intimate to the Buyer the same at his last known address and the Buyer shall within 15 days of such intimation take possession of the bungalow provided however, that the Buyer 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.
- 12. The Buyer upon taking possession of the bungalow shall own and possess the same absolutely and to the exclusion of the Builder and shall have no claims against the Builder on any account including any defect in the construction.
- 13. 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 bungalow.
- 14. The Buyer shall not be allowed to alter any portion of the bungalow that may change its external appearance without due authorization from the Builder and / or Association / Society In-charge of maintenance for an initial period ending upto 2015 and all the bungalows in the project of Silver Oak Bungalows shall have a similar elevation, color, scheme, compound wall, landscaping, trees etc. for which the Buyer shall not raise any obstructions / objections.
- 15. The Builder shall deliver the possession of the completed bungalow together with the redelivery of the plot of land to the Buyer only upon payment of entire consideration and other dues by the Buyer to the Builder.
- 16. 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 Silver Oak Bungalows project.
- 17. The Buyer shall not cut, maim, injure, tamper or damage any part of the structure of any part of the bungalow nor shall the Buyer make any additions or alterations in the bungalow without the written permission of the Builder and / or any other body that may be formed for the purposes of maintenance of the Silver Oak Bungalows Project.
- 18. 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 Silver Oak Bungalows 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.

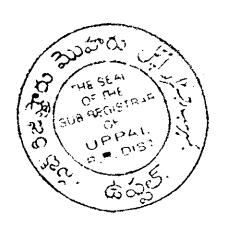
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- 19. The builder shall have the right to construct other bungalows and provide necessary common amenities and facilities on the larger piece of land in Sy. No. 291 that is required under the scheme of development of Silver Oak Bungalows and the Buyer shall not make any objection or interruption nor make any claims to the proposed constructions etc. It is further, hereby specifically declared that roads, passages, drainage, water pipelines, sewerage connections, electric cables, transformer room, recreational facilities, gardens etc. which are for the common enjoyment of the occupants of Silver Oak Bungalows shall be enjoyed jointly in common by the occupants, owners or the buyers of the respective bungalows without any hindrance or objection of any kind whatsoever.
- 20. 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 construction of the bungalow under this agreement, or the sale deed, and/or the agreement for development charges.
- 21. The Buyer shall become a member of the association / society that has been formed / will be formed for the purposes of the maintenance of the Silver Oak Bungalows Project and shall abide by its rules framed from time to time. The Buyer shall also from time to time sign and execute the application for registration, other papers and documents necessary for the formation and registration of the society / association. The Buyer undertakes to pay regularly the subscription and also his contribution of the expenses as the society / association intimates him from time to time. Until the society, / association is formed the Vendee shall pay to the Builder such proportionate cost of outgoings such as common water charges, common lights, repairs, salaries of clerk, watchman, sweepers etc., as may be determined by the Builder.
- 22. 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.
- 23. 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 10% 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 bungalow 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.

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The Buyer shall impose all the relevant conditions laid down in this agreement in respect of usage, maintenance, alterations, membership of the association / society etc. upon the transferee, tenant, occupier or user of the bungalow. However, even if such conditions are not laid down expressively by the Buyer or if laid down are inconsistent with the conditions laid down under this agreement, such agreements made by the Buyer shall be subject to terms and conditions contained under this agreement and such inconsistent terms and conditions laid down by the Buyer shall be deemed to be void. Further, such transferee / tenant / occupier etc., shall be bound by the terms and conditions contained under this agreement.

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- 25. That the Buyer or any person through him shall keep and maintain the bungalow in a decent and civilized manner. The Buyer shall further endeavor and assist in good up-keeping and maintaining the amenities / facilities / areas which are for the common enjoyment of the occupiers / buyers of the Silver Oak Bungalow. To achieve this objective the Buyer, inter-alia shall not (a) Throw dirt, rubbish etc. in any open place, compounds roads etc. no meant for the same. (b) Use the bungalow for any illegal, immoral, commercial & business purposes. (c) Use the bungalow in such a manner which may cause nuisance, disturbance or difficulty to other occupiers / buyers of Silver Oak Bungalows. (d) Store any explosives, combustible materials or any other materials prohibited under law.
- 26. 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.
- 27. 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.
- 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.
- 29. 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.

For Mehta and Modi Homes

Partner

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#### SCHEDULED PLOT

ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 265, admeasuring about 200 sq. yds., forming part of Sy. No. 291, situated at Block No. 2, Old Village, Cherlapally, Kapra Municipality, Ghatkesar Mandal, Ranga Reddy District, marked in red in the plan annexed hereto as Annexure I, bounded on:

North	Plot No. 264	
South	Plot No. 266	
East	Plot No. 247	· · · · · · · · · · · · · · · · · · ·
West	Existing Road - 40	

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 Mehta and Modi Homes

(Soham Modi) BUILDER

For Mehta and Modi Homes

Partner

Partner

(Bhavesh Mehta)
BUILDER

BUYER.

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## ANNEXURE - A

#### **SPECIFICATIONS:**

Item	Deluxe Bungalow	
Structure	RCC	
Walls	4"/6" solid cement blocks	
External painting	Exterior emulsion	
Internal painting	Luppam finish with OBD	
Roof	Sloping with country tiles	
Flooring – Drawing & Dinning	Marble slabs	
Flooring – Bedrooms	Marbles tiles	
Door frames	Teak wood	
Doors	All doors-moulded	
Electrical	Copper wiring with modular switches	
Windows	Powder coated aluminum openable windows with grills	
Bathroom	Designer ceramic tiles with 7' dado	
Sanitary	Parryware or similar make	
C P fittings	Parryware or similar make	
Staircase railing	MS railing within wooden rails	
Kitchen platform	Granite slab, 2 ft ceramic tiles dado, tiles dado, SS sink	
Plumbing	G! & PVC pipes	
Lofts	Lofts in each bedroom & kitchen	

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/ Partner (SOHAM MODI) VENDOR For Mehta and Modi Homes

(BHAVESH MEHTA) VENDOR

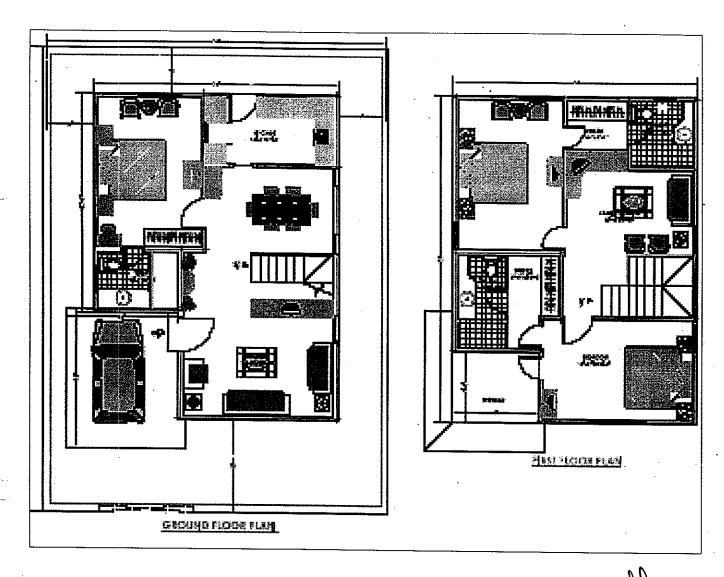
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#### ANNEXURE - B

PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 265 ADMEASURING 1650 SFT. OF BUILT-UP AREA.



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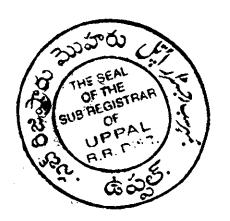
(SOHAM MODI) VENDOR For Mehta and Modi Homes

Partner

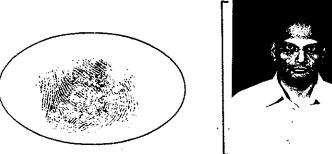
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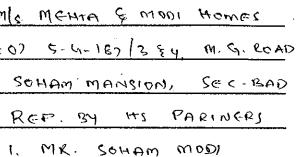
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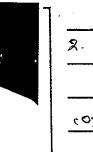


### PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908.** FINGER PRINT NAME & PERMANENT PASSPORT SIZE POSTAL ADDRESS OF IN BLACK INK (LEFT SI.No. PHOTOGRAPH THUMB) PRESENTANT/SELLER/ BUYER **BLACK & WHITE** WENDOR: MC MEHTA & MODI HOMES (0) 5-4-187/3 84 SOHAM MANSION, REP. BY HS PARINERS





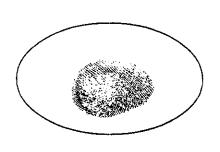




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MIR. SATISH MODI

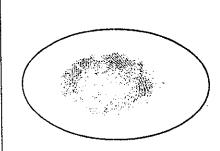
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PURCHASERS:

1. MISC. VANDANA SHIRUR DO. MR. RAMOAS SHIROR RO. 7-78/80, 202. JAOUHI UDIONE MEHERH MAGAR. Plot No. 70.





MITCHELL 2. MISS. PREMA DO. MR. SUBRAMANIAM TYCK 7-78/80 202, TYOTH, APT MAHESA NAGAR PIOT HO. 70. Ealt HYDERARAD

# SIGNATURE OF WITNESSES:

SIGNATURE OF THE EXECUTANT'S



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सम्भेत्र स्थापत कराम कराम्या कराम्याते का स्थापी में या न्या, उन तप हा तेव्या सा पात से माफित हो, करामित्रा एवं भाष्मा करामाति है किये नवास को किया होक-दोक, अहमादी में आतंत्र्यकाति हैं, और उने हर तरत की तृति तत्रावता और सुत्ता जनान को निकासी तह अस्पायकात हो।

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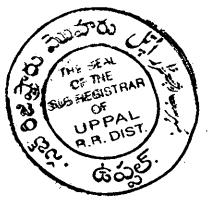
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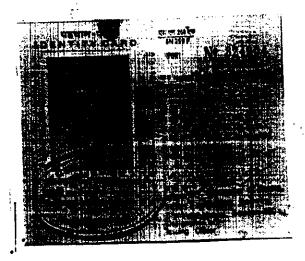
Partner

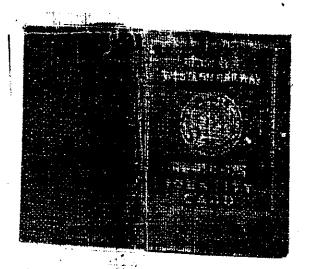
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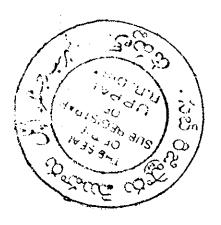




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#### पंजीयन प्रमाणपत्र CERTIFICATE OF REGISTRATION विदेशी भारतीय नागरिक OVERSEAS CITIZEN OF INDIA

यह प्रमाणित किया जाता है कि जिस व्यक्ति की जानकारी इस प्रमाणपत्र में दी गई है उसे नागरिकता अधिनियम 1955 की धारा 7 क के अधीन विदेशी भारतीय नागरिक के रूप में पंजीकृत किया गया है।

This is to certify that the person whose particulars are given in this Certificate has been registered as an Overseas Citizen of India under the provisions of Section 7A of the Citizenship Act, 1955.



जारी करने वाले अधिकारी के हत्तावर एवं मुहर Signature & Seal of issetting authority

#### सावधानी

- 1 यह प्रमाणपत्र भारत सरकार की सम्पति है। जारी करनेवाले प्राधिकारी की ओर से इस प्रमाणपत्र के बारे में, इसे वायस करने सहित कोई भी सूचना प्राप्त होने पर, उसका नुरत्त अनुपाद न किया जाए ।
- 2 इस प्रमाणपत्र में कोई परिवर्तन न किया जाए या किसी भी प्रकार से इसे क्षतविक्षत भी न किया जाए ।
- 3 यह प्रमाणपत्र गुम हो जाने या चोरी हो जाने पर उसकी सूचना निकट के भारतीय मिरा। को और यदि धारक भारत में हो तो ओ. सी.आई. प्रकोष्ट, मागरिक अनुमाग, विदेश प्रमाग, गृहमंत्रालय, जैसलमेर हाऊस, मानसिंह सेठ, नई विरुती-110011 हो तुरन्त दी जाए।

#### CAUTION

- 1 This certificate is the property of the Government of India. Any communication received by the holder from the issuing Authority regarding this certificate including demand for its surrender should be compiled with immediately.
- 2 This certificate must not be altered or mutilated in any way.
- 3 Loss, theft or destruction of this certificate should be immediately reported to the nearest indian Mission abroad or to the O.C.L. coli, Citizenship Section, Foreigners Division, Ministry of Home Affairs, Jaisalmer House, Mansingh Road, New Delhi-110011 If, the holder is in India.

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