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INDIA NON JUDICIAL

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SVL No.26/98, R.No.11/2007 City Civil Court SECUNDERABAD

#### AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 22 day of Sep. 2007 at Secunderabad by and between:

M/s. ALPINE ESTATES, 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 Partners/duly authorized representatives Mr. Rahul B. Mehta, S/o. Late Mr. Bharat U. Mehta, aged about 27 years, and Mr. Yerram Vijay Kumar, S/o. Sri Yerram Shankaraiah, aged about 43 years, hereinafter called the "Vendor" (Which expression where the context so permits shall mean and include its successors in interest, nominees, assignees, etc).

#### IN FAVOUR OF

1. Mr. KuchiBhotla Padmakar, Son of Mr. K. S. R. Murthy, aged about 36 years,

2. Mrs. Kuchibhotla Malini, Wife of Mr. Kuchibhotla Padmakar, aged about 29 years, both are residing at 302, S.M.R. Majestic, Jupiter Colony Road No. 2, Sikh Road, Secunderabad, 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 ALPINE ESTATES

For ALPINE ESTATES

Partner

1. K. Paduder

- a vizsan! (2.67 b) . 4 JUN 2007 దస్తావేజాల మొత్తం కాగితముల సంఖ్య.....ఈ కాగితపు వరుస సంఖ్య....!.... సబ్–రిజిస్ట్రారు ં રૂ જાંની સંપંધા દ పగలు...../...మరియు....../.....గంటల మధ్య ్తప్పల్ సబ్-రిజిస్ట్రారు అఫీసులో 3 K, Phobholes Reddy ్లా జిస్ట్ ప్రస్టేషన్ చట్టము, 1908 లోని సెక్షన్ 32 ఎ-ను ్రమసరించి సమర్పించవలసిన **పోటోగ్రాఫులు** THE SEAL SUB REGISTRAR పేలిముద్రలతో / సహ దాఖలు**పేసి** పరియు UPPAL P.R. DIST Receipt No. 602 568 Dt 2019 62 Vide BH, Habsiguda Branch, Sec'bad ిని యిచ్చినట్లు ఒప్పుకొన్నద Chen Donto ఎడ్డమ బ్రౌటన్మపేలు K. Prabhakar Reddy, Slo. Mr.K.P.Reddy, Occupation: Service, (O): 5-4-187/3 & 4, 3rd, Floor, Soham Mansion, M.G.Road, Secunderabad Attested SPA, through Special Power of Attornery, Vide Doc. No. 169 | BKW 0) Registered at SRO, Uppal, R. R. @184 డమ బ్రోటనబ్రేలు Rep. K-S.R. Murthy S/o. 19. Rama Avadhanulu No. 302, S.M.R. Mejeste, Jupiter Colony, Road No. 2, Sikh Road, see Bad - 09, on beneit of Purchasers supresentative. Mr. Kuchi Bhotle Padmakar Mrs. Kuchi Bhota Malini. Kignom & Romalu oce Bushey Rho upted R.R. Dixe Kignom & Romacende tens oci. Ruxinas Klo. 101. St. 201 Aprs, Negole & Roces, underseas. 罗克美名罗马蓬 第67号以在 30章

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#### WHEREAS:

- A. The Buyer under a Sale Deed dated 22.9. 07 has purchased a semi-finished, Deluxe apartment bearing no. 425, on the fourth' floor in block no. 'B' admeasuring 1250 sft. of super built up area in residential apartments styled as 'Mayflower Heights' forming part of Sy. 1/1, 191 & 2/1/1, bearing premises no. 3-3-27/1, situated at Mallapur Village, Uppal Mandal, R.R. District together with:
  - a. Proportionate undivided share of land to the extent of 62.50 sq. yds.
  - b. A reserved parking for One Car bearing no. B-99 admeasuring about 100 sft. This Sale Deed is registered as document no. 11 266/67, in the office of the Sub-Registrar, Uppal, 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 Deluxe apartment bearing no. 425, on the fourth floor in block no. 'B' 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 Deluxe apartment bearing no. 425 on the fourth floor in block no. 'B', admeasuring 1250 sft. of super built up area and undivided share of land to the extent of 62.50 sq. yds. A reserved parking space for One Car, bearing no. B-99 admeasuring 100 sft., as per the plans annexed hereto and the specifications given hereunder for a consideration of Rs. 18,55,000/- (Rupers Eighteen Lakhs Fifty Five Thousand only).
- 2. 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(Rs.)
29.05.2007	Cheque No. 375919	25,000/-
20.06.2007	Cheque No. 458561	1,00,000/-
Total Amount Paid:		1,25,000/-

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Page 2

1. K. Pahmala

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No. 11.267 of 200. Date 22/960

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stamp day of Ra. 1840. Rupees. Learn the been levied in respect of this instrument

from Sri. 19. Real darket Value
consideration of Rs. 18500 being
higher than the consideration agreed Market

S.R.O. Uppal

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P. DIAN STAMP ACT

An amount of Rs. ICOC towards Stamp Duy Including Transfer duty and Rs. 1000 towards Registration Fee was paid by the party through Character and active through Character and the contraction of the contr

through Challen Face of Number 602568
Dated 2096 At SPHI Habelgada Branch Sector

6.8.71. Hagergood 4/c No. 0168005078 66.2.0. Uppal 3. The Buyer shall pay to the Builder the balance consideration of Rs. 17,30,000/-(Rupees Seventeen Lakhs Thirty Thousand only) in the following manner:

Installment	Amount(Rs.)	Due date of payment
I	8,50,000/-	29 <sup>th</sup> July 2007
II	3,30,000/-	29th August 2007
III	5,50,000/-	01st January 2009

- 4. In case the Scheduled Apartment is completed before the scheduled date of completion / delivery mentioned in clause 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 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.
- 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 1 month 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 semi-finished Deluxe apartment bearing no. 425 on fourth floor in Block 'B' to the Builder for the purposes of completion of construction of the apartment.
- 8. 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.
- 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.

For ALPINE ESTATES

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For ALPINE ESTATES

Partner

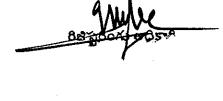
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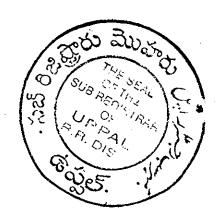
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సబ్-రిజిస్ట్రారు

13 ລາລູຮວນ ກວກ (ຈາ.ສ.) ລາ (126767) ກວນປາກາ ປະສິຊຸຊຸປ ລິບານຜູ້ ເອາເກວກາ ກຽນອຸດ ກາຊີວ ລາ ກວນປາ (267-4-200) ຈາລູຜລັນຸກ 200). ກົວເຄີ່ວີ 200 ຂອງຜລັນຸກ





- 10. The Builder shall complete the construction of the Apartment and handover possession of the same by 01<sup>st</sup> January 2009 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.
- 11. 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.
- 12. 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.
- 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 Apartment.
- 14. 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.
- 15. 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 Mayflower Heights project.

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For ALPINE ESTATES

Partner

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1. K. Palader

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- 16. 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 Mayflower Heights 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.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.

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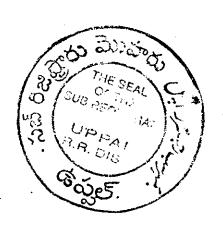
For ALPINE ESTATES

Partner

1. K. Pahuder 2. K. Mal

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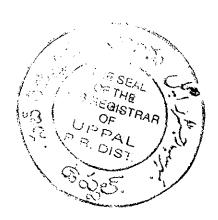
- 21. In case of any dispute between the parties, the matter shall be resolved by arbitration under the provisions of Arbitration and Conciliation Act, 1996. The place of arbitration shall be at Secunderabad and the proceedings shall be in English. The place of legal jurisdiction shall be at Secunderabad.
- 22. 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.
- 23. 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.
- 24. Stamp duty and Registration amount of Rs. 19545 /- is paid by way of challan no. 60356, dated 20-9-07, drawn on State Bank of Hyderabad, Habsiguda Branch, Hyderabad and VAT an amount Rs. 1850/- paid by way of Payorder No. 1355つ, dated 20.9.0) drawn on HDFC Bank, S. D. Road Branch, Secunderabad.

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1. K. Palder 2. K. Mal

FOI ALPINE ESTATES

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#### SCHEDULE 'A'

#### SCHEDULE OF LAND

All that piece of land admeasuring Ac. 4-11 Gts., forming part of Sy. 1/1, (Ac. 1-39 Gts.), Sy. No. 191 (Ac. 2-00) & Sy. No. 2/1/1 (Ac. 0-12 Gts.), bearing premises no. 3-3-27/1, situated at Mallapur Village, Uppal Mandal, R.R. District, are bounded as under:

North By	Sy. No. 2/1/2 (road)
South By	Village
East By	Village
West By	Sy. No. 2/1/1(part), Sy. No. 189, Sy. No. 190 & Sy. No. 191(part)

#### SCHEDULE 'B'

### SCHEDULE OF APARTMENT

All that portion forming Apartment No. 425 on the fourth floor in block no. 'B' admeasuring 1250 sft. of of super built-up area (i.e., 1000 sft. of built-up area & 250 sft. of common area) together with proportionate undivided share of land to the extent of 62.50 sq. yds., reserved parking space for one car bearing no. B-99, admeasuring about 100 sft. in the residential apartment named as Mayflower Heights, forming part of Sy. 1/1, 191 & 2/1/1, bearing premises no. 3-3-27/1, situated at Mallapur Village, Uppal Mandal, R.R. District marked in red in the plan enclosed and bounded as under:

North By	Lift & Flat No. 424
South By	6' wide corridor & Open to sky
East By	Open to sky
West By	Stair case & Open to sky

#### **WITNESSES:**

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 ALPINE ESTATES

WITNESS:

FOR ALPINE ESTATES

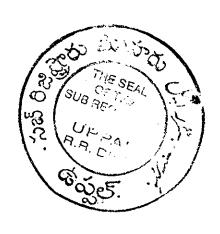
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BUYER.

Page 7



#### SCHEDULE 'C'

SPECIFICATIONS				
Item	Deluxe Apartment	Luxury Apartment		
Structure	RCC			
Walls	4"/6" solid cement blocks			
External painting	Exterior emulsion			
Internal painting	Smooth finish with OBD			
Flooring	Vitrified tiles	Marble slabs		
Door frames	- Wood (non-teak)			
Doors & hardware	Panel doors with branded hardware			
Electrical	Copper wiring with modular switches			
Windows	Aluminum sliding windows with grills			
Bathroom	Designer ceramic tiles with 7' dado			
Sanitary	Branded sanitary ware	Branded sanitary ware with counter top basins.		
C P fittings	Branded CP Fittings	Superior Branded CP Fittings		
Kitchen platform	Granite slab, 2 ft ceramic tiles dado, SS sink.	Granite slab, 2 ft granite tiles dado, SS sink with drain board.		
Plumbing	GI & PVC pipes			
Lofts	Lofts in each bedroom & kitchen			

#### Note:

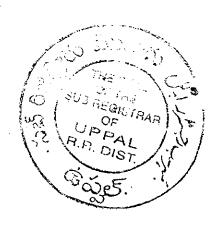
- 1. Choice of 2 colours for interiors, western / Anglo-Indian WC, 2 or 3 combinations of bathroom tiles & sanitary fittings shall be provided.
- 2. Change of colour or fixing of grills & gates to the main door / balcony shall not be permitted.
- 3. Changes in walls, door positions or other structural changes shall not be permitted.
- 4. Only select alterations shall be permitted at extra cost.
- 5. Specifications / plans subject to change without prior notice.

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 per ALPINE ESTATE For ALPINE ESPATES

BUILDER

BUYER.

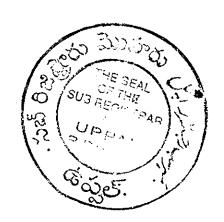
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**REGISTRATION PLAN SHOWING** FLAT NO. 425 IN BLOCK NO. 'B' ON FOURTH FLOOR BEARING PERMISES NO. 3-3-27/1, IN PROJECT KNOWN AS "MAYFLOWER HEIGHTS" IN SURVEY NOS. 1/1, 2/1/1 & 191 SITUATED AT MALLAPUR VILLAGE, **UPPAL** MANDAL, R.R. DIST. **BUILDER:** MIS ALPINE ESTATES REPRESENTED BY ITS PARTNERS 1. MR. RAHUL B. MEHTA, S/O. LATE MR. BHARAT U. MEHTA 2. MR. YERRAM VIJAY KUMAR, S/O. SRI YERRAM SHANKARAIAH BUYER: 1. MR. KUCHIBHOTLA PADMAKAR, SON OF MR. K. S. R. MURTHY 2. MRS. KUCHIBHOTLA MALINI, WIFE OF MR. KUCHIBHOTLA PADMAKAR REFERENCE: SCALE: INCL: EXCL: AREA: 62.50 SQ. YDS. OR SQ. MTRS. Total Built-up Area = 1250 sft. Out of U/S of Land = Ac. 4-11 Gts. Staircase & Open to sky wide corridor & Open to sky Open to sky For ALPINE ESTATE: For ALPINE ESTATES **WITNESSES:** Partne SIG. OF THE BUILDER SIG. OF THE BUYER

1.3 పుస్తకము!! 267. సింగ్స్లు దస్తావేజాల మొద్దం కాగితముల సంఖ్య...!. ఈ కాగితపు వరుస సంఖ్య....... ఈ కాగితపు వరుస

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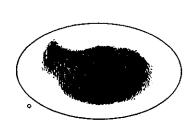


# PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

SL.NO.

FINGER PRINT IN BLACK (LEFT THUMB) PASSPORT SIZE PHOTOGRAPH BLACK & WHITE

NAME & PERMANENT
POSTAL ADDRESS OF
PRESENTANT / SELLER / BUYER





#### **BUILDER:**

M/S. ALPINE ESTATES A HAVING ITS OFFICE AT 5-4-187/3 & 4 , II FLOOR, SOHAM MANSION M. G. ROAD SECUNDERABAD – 500 003.

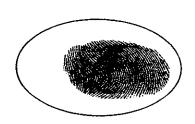
REPRESENTED BY ITS PARTNERS

1. SRI RAHUL B. MEHTA
SON OF SRI LATE MR. BHARAT U. MEHTA





2. SRI YERRAM VIJAY KUMAR SON OF SRI YERRAM SHANKARAIAH R/O. PLOT NO. 14 & 15 KARTIK ENCLAVE DIAMOND POINT SECUNDERABAD.





#### **SPA FOR PRESENTING DOCUMENTS:**

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

SIGNATURE OF WITNESSES:

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2. du

FOR ALPINE ESTATES

For ALPINE ESTATE:

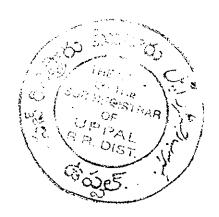
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SIGNATURE OF EXECUTANTS

1. K. Pasuela

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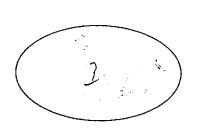
## CHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF **REGISTRATION ACT, 1908.**

SL.NO.

**FINGER PRINT** IN BLACK (LEFT THUMB)

**PASSPORT SIZE PHOTOGRAPH BLACK & WHITE** 

NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER





#### **BUYER:**

1. MR. KUCHIBHOTLA PADMAKAR S/O. MR. K. S. R. MURTHY R/O. 302, S.M.R. MAJESTIC JUPITER COLONY ROAD NO. 2, , SIKH ROAD SECUNDERABAD- 500 009.





2. KUCHIBHOTLA MALINI W/O. MR. KUCHIBHOTLA PADMAKAR R/O. 302, S.M.R. MAJESTIC JUPITER COLONY ROAD NO. 2, , SIKH ROAD SECUNDERABAD- 500 009.





#### REPRESENTATIVE:

MR. K. S. R. MURTHY S/O. MR. K. RAMA AVADHANULU R/O. 302, S.M.R. MAJESTIC JUPITER COLONY ROAD NO. 2, , SIKH ROAD SECUNDERABAD- 500 009.

SIGNATURE OF WITNESSES:

For ALPINE ESTATES

FOI ALPINE ESTATI

G000 0.N

Partn: SIGNATURE OF EXECUTANTS

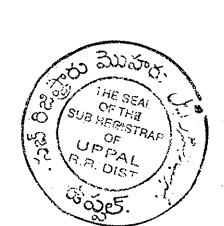
NOTE: If the Buyer(s) is/are not present before the Sub Registrar, the following request should be signed. I/We stand herewith my/our photograph(s) and finger prints in the form prescribed, through my representative, Mr. K. S. R. Murthy, as I / We cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Uppal, Ranga Reddy District.

K. Padmak

SIGNATURE OF THE REPRESENTATIVE

SIGNATURE(S) OF BUYER(S)

దస్తావేజుల మొత్తం కాగితముల సంఖ్య...!..కు కాగితపు వరుస సంఖ్య...!/.......



## INDIAN UNION DRIVING LICENCE ANDHRA PRADESH

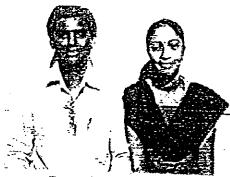


DRIVING FICENCE DLRAP01<u>044</u>992006 HAINTANIAHE FAI, HATARY

SECUNDARABAD

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Family Members Details

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_ Thg	Wife.	08/02/81	22

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D.P.L. No.114 BHARAT SCOUTE & AL

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Original Ut

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Blood Gr Date of 1st Issue овақфоруура ата 17,472,1964

13.09.1223



HOUSEHOLD CARD

Card No F.P Shop No

: FAF167881501086

3.5

Same of Head of

Household

: Matrix Rabel

ৰত্ত্তীকুত্ত কৈছে

Fetber/ Husband name : Bharai

चाडुक**ंट/Date of Birth: CL**H 2/1950

ಕಯಸ್ಕಾ/Age

: 25

≥>3 \Occupation

I Own Business

इत्यानित House No.

50 /Street

: 2-3-577.491.9百年42.4 1038.7153 CACA SETSION:

Colony

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Ward

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fr /District

Circle VIII रिक्रामाम्य स्ट्रिकेटका

(Rs.) - top ney

No. (1) : 45339 (Double) me (I) : Navrama Emergrises, 800

No. (2) + i

12 (2)

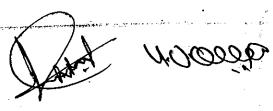
#### INDIAN UNION DRIVING LICENCE ANDRRA PRADESH



DRIVING LICENCE OLDAP011 193822993

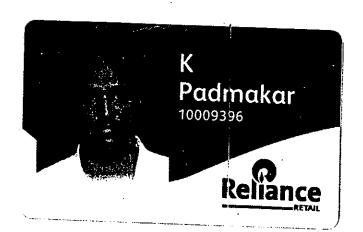
PRABHANAR SERBY K PADAR SERBY 7-3-64716224 JAISWAL GARDEN AMBERRET HYDERARRO

CONTROL DUPLICATE



స పుస్తకము 1267 ఏర్పు దస్తానేజుల మొత్తం కాగితముల సంఖ్య...12 ఈ కాగితపు వరు సంఖ్య...12 మైట్-రిజిస్తార





Reliance Retail Linited EC No: 10009396 DOB: 17-02-71 DOJ: 06-10-05 Height: 178 Blood Grp: B+ ID Mark: Scar On Right Cheek

The card should always be displayed by the holder while on duty. Loss of card should be reported to the issuing authority at once. If found please return to Central ID Card Cell, RTEC, Thane-Belapur Rd, Navi Mumbai-400701. Emergency Contact No's:022-39170661/76

K. Pasankar

workmin :

Signature of the card holder

Signature of Issuing Authority

213651

