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ONE HUNDRED RUPEES

भारत INDIA

INDIA NON JUDICIAL

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572 E/2 P.N. Rao

For Modi Ventures

K. SATISH KUMAR

SVL.No.13/2000 R.No.16/2009 5-2-30, Premavathipet (V), Rajendranagar (M), R.R. Fink.

AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 9th day of June 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.)

AND

MR, JEFFRY ROGERS, SON OF MR. TONY ROGERS, aged about 42 years, Occupation: Service, residing at 301, Anushka Residency, Street no. 11, Gokul Nagar, Secunderabad - 500 017, 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 VENTURES
Managing Partner

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13 hhrsan 20° మొక్కము కాగితముల్లోసంఖ ఈ కాగికపు నరున 6-04 PC మడ్న కాస్టా నట్-రిక్కి OF THE 53(hah tagan 1969 o'd raga SUB-REGISTRAR అనుశారింది సమస్వందడలనిన హేజాగాలు OF. ప్రస్తున్ను బేతితుండ్ల ఇశ్రీ ఈ మా జాతాలుతోని 1000 J - 2000 - చాని ఇచ్చినట్లు ఒక్పకొన్నది Praconograp గ్రామ బౌటన స్టేలు K. Prabhakar Reddy, S/o. K. Padma Reddy, Occupation: Service (0), 5-4-187/3 & 4, 2nd Floor, Soham Mansion, M.G. Road, Sandalahad on the standard Control of the standard of th Secunderabad-03, through allested GPA/SPA for presentation of documents, Vide GPA/SPA No. Gu Cruy 99 dated S. C. of registerer at SRO, Copys బౌటగు ప్రేలు Jeffry Rogers Fony S/0. Sance : No. 301, Anuksha Residency St. No. 11, Goicut Nogor, Becad. నిభూపించినది Mambhar. M. Shashi Slo. M.R. Shashi, Business. 12-5-55 JA, Vijay puri, Inside Badam Apts Compound. Secunderabad - 5000A. So M. V. Venest Rao So M. V. Venest Rao 195 flen 108 Goden Reviden) and Alvide, feir. J.

WHEREAS:

- A. The Buyer under a Sale Deed dated 09.06.2010 has purchased a deluxe apartment bearing flat no. 209, on the second floor in block no. 'G', admeasuring 1400 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 56.00 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. 1629/10 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 deluxe apartment bearing flat no. 209 on the second 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 deluxe apartment bearing flat no. 209 on the second floor in block no. 'G' admeasuring 1400 sft. of super built up area and undivided share of land to the extent of 56.00 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 a amount of Rs. 18,49,000/-(Rupees Eighteen Lakhs Forty Nine Thousand Only).
- 2. The Buyer already paid an amount of Rs. 6,29,000/-(Rupees Six Lakhs Twenty Nine Thousand Only) before entering this agreement which is admitted and acknowledged by the builder.

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2. in the shape of cash	Rs
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3. The Buyer shall pay the builder the balance amount of Rs.12,20,000/-(Rupees Twelve Lakhs Twenty Thousand Only) in the following manner:

Installment	Amount	Due Date of Payment
Installment I Installment II	1,40,000/- 3,30,000/-	26.09.2009 26.10.2009
Installment III	, ,	Balance HL amount to be released on completion of flooring,
Installment IV	2,00,000/-	doors, windows, bathroom tiles & 1 st coat of painting On Completion

- 4. 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.
- 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 apartment bearing no. 209 on the second floor in block no. 'G 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.

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- 10. 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.
- 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 Gulmohar Gardens project.
- 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 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.

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.

Managing Pariner

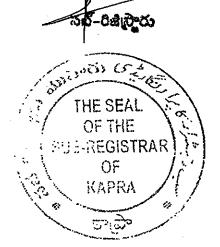
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- 18. Any delay or indulgence on the part of the Builder in enforcing any of the terms of this agreement of forbearance or giving of time to the Buyer shall not be construed as a waiver on the part of the Builder of any breach or non compliance of 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.
- 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. 19,490/- is paid by way of challan No. 45759dated 07.06.2010, drawn on SBH Kushaiguda Branch, Hyderabad and VAT paid an amount of Rs. 18,490/- by way of pay order no. 156275, dated 07.06.2010, drawn on HDFC Bank, S. D. Road, Secunderabad.

Managing Partner

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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 deluxe apartment bearing flat no. 209 on the second floor, in block no. 'G', admeasuring 1400 sft. of super built up area together with proportionate undivided share of land to the extent of 56.00 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:

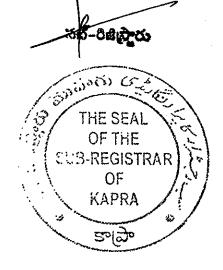
North By	Open to Sky
South By	Open to Sky
East By	6'-6" wide corridor
West By	Open to Sky

WITNESSES

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MODI VENTURES

Managing Partner BUILDER



SCHEDULE 'C'

SPECIFICATION OF CONSTRUCTION

Item	Semi-deluxe Apartment	Deluxe Apartment RCC	
Structure	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' dado	
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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MODI VENTURES

Managing Pariner

BUYER -

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REGISTRATION PL	AH SHOWING	FLAT NO. 209	IN BLOCK NO. 'G'	·	
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IN SURVEY NOS.	93, 94 & 95			SITUATED AT	
	MALLAPUR VI	LLAGE,	UPPAL	MANDAL, R.R. DIST.	
BUILDER:	M/S. MODI VE	NTURES REPR	ESENTED BY ITS MAN	NAGING PARTNER	
	SRI SOHAM M	ODI SON OF SE	RI SATISH MODI	1	
BUYER:	MR. JEFFRY	ROGERS, SON	OF MR. TONY ROGER	RS	
REFERENCE: AREA:	SCAL 56.00 SQ. Y	E: 'DS. OR	INCL: SQ. MTRS.	EXCL:	
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PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

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FINGER PRINT
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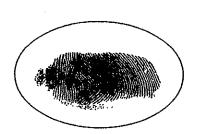
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BUILDER:

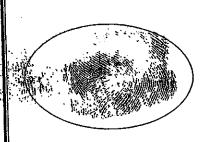
M/S. MODI VENTURES
HAVING ITS OFFICE AT 5-4-187/3 & 4
II FLOOR, SOHAM MANSION
M. G. ROAD, SECUNDERABAD – 500 003.
REP. BY ITS MANAGING PARTNER
MR. SOHAM MODI
S/O. MR. SATISH MODI





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.





BUYER:

MR. JEFFRY ROGERS S/O. MR. TONY ROGERS R/O. 301, ANUSHKA RESIDENCY STREET NO. 11 GOKUL NAGAR SECUNDERABAD - 500 017.

SIGNATURE OF WITNESSES:

1. Hul

2.

FOR MODI VENTURES

Managing Partner
SIGNATURE OF EXECUTANTS

SIGNATURE(S) OF BUYER(S)

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

C.S.No./Year: 1678/2010 of SRO: 1526(KAPRA)

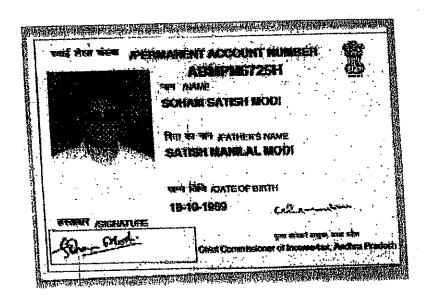
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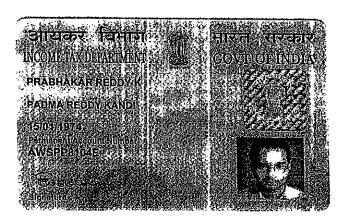
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1	**************************************		(CL) JEFFRY ROGERS 301, ANUSHKA RESIDENCY,GOKUL NAGAR,SECBAD.	MOY.
2	Manual Enclosure	Manual Enclosure	(EX) M/S MODI VENTURES REP BY SOHAM MODI H.NO.5- 4-187/3&4,II FLOOR,SOHAM MANSION, M.G.ROAD,SECUNDERABAD.	
3	HCLES AND	OV FARHARA THE TOTAL TO THE REPORT OF THE PARTY THE PART	(EX) K.PRABHAKAR REDDY(SPA HOLDER) H.NO.5- 4-187/3&4,II FLOOR,SOHAM MANSION, M.G.ROAD,SECUNDERABAD.	1 Presongang

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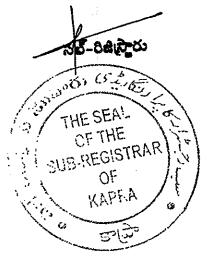
Witness Signatures Operator Signature Subregistrar Signature

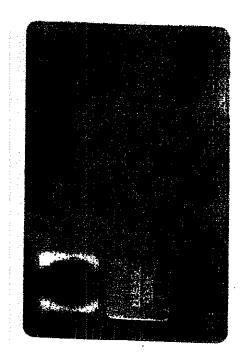






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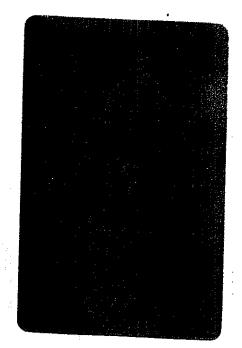




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WITNESS 2

DRIVING LICENCE DLFAP010380692007

M HARI CHARAN M VENKAT RAC 1-12-160 JUNACH

SECUNDER

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Class Of Vehicle

Validity

Non-Transport

Transport

LMV,MCWG

21/11/2017

Hazardous Validity Badge No. Reference No. Original LA. DOB

Blood Gr. Date of 1st issue

DLFAP010380692007 RTA SECUNDRABAD 22/11/1967

15/10/2007



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INDIAN UNION DRIVING LICENCE ANDHRA PRADESH



DRIVING LICENCE DLFAP010358062005 MANOHAR MANJUNATH
M R SARSTRI
12-5-587A
BODAM METS VI JAYPURI
SOUTH CHILL AGION
SECUNDERABAD

04-11-2006

RTA-SECUNCER BIO

M1203157/06 Class Of Vehicle

Validity

Non-Transport

Transport Hazardous Validity Badge No.

Reference No. Original LA.

DOB

Blood Gr. Date of 1st Issue LMV,MCWG

03-03-2014

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04-03-1964

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भारत INDIA INDIA NON JUDICIAL

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Since Proposition 13/05/2010 Fis 100

Sold to April

Size April

From Modi Ventures SALE DEED

K. SATISH KUMAR SVL.No.13/2000 R.No.16/2009 5-2-30, Premavathipet (V), Rejendranager (M), R.R. Wist.

This Sale Deed is made and executed on this the 9th day of June 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_BFloor, 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.)

AND

M/s. 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/o. 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. JEFFRY ROGERS, SON OF MR. TONY ROGERS, aged about 42 years, Occupation: Service, residing at 301, Anushka Residency, Street no. 11, Gokul Nagar, Secunderabad - 500 017, 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 VENTURESE

Managing Pariner

1వ పుస్తకము 20 (Q......ష పం) మొక్కము జాగితముల స్ట్రం HOS A94 0 S. మడ్మ కాస్ట్రా స్ట్రబ్ చికిట్ట్ కు కార్యాలయ్డికు & R. Prabhallax SUB-FFGISTFAF ර්ජැවුක්රි ස්භූතන 1968 ේ**න** ලිදු**නි** అను ఇతించి సముక్తించినలనీన ఫోటో డాకులు వురింగు నేళితముడ్డ ఇట్ సహ జాయుతో స Direction to Glosonga **వాసి ఇచ్చినట్లు** ఒప్పకొన్న**ది** Prospery



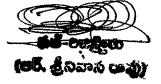
ఎడమ బౌటన (పేలు

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K. Prabhakar Reddy, S/o. K. Padma Reddy, Occupation: Service, (O). 5-4-187/3 & 4, 2nd Floor, Scham Mansion, M.G. Road, (O). 5-4-187/3 & 4, 2nd Floor, Sonam mansion, m.c. Noas, Secunderabad-03, through attested GPA/SPA for presentation of decuments, Vide GPA / SPA No. 64/2×31 of decuments, Vide GPA / SPA No. 64/2K21.

L Manohar M Shashi Slo. M.R. Shastri, Business, 12-5-55/A, Vijaypuri, Inside Badam Apts Compound. Secunderalad - 500017.

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WHEREAS:

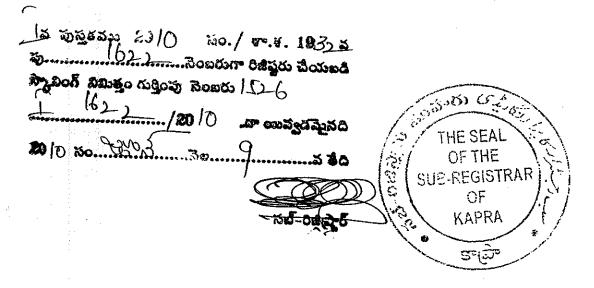
- A. The Firm constituted by its partners (1) Sri Nareddy Kiran Kumar, (2) Smt. K. Jaya, (3) Sri K. V. Chalapathi Rao and (4) Sri B. Anand became the absolute owners and possessors of open agricultural land in Sy. Nos. 93, 94 & 95, situated at Mallapur Village, Uppal Mandal, R. R. District, admeasuring 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 No.	Area Ac–Gts.	Issued in favour of	Title Book No.	Passbook No.
93	0-28			73706
94	0-29	K. Mogulaiah	179141	
95	2-14			
93	0-27	K. Jangaiah		
94	0-30		179115	73738
95	2-14			
93	0-27			
94	0-30	K. Narsimhulu	176051	73741
95	2-13			

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.

Managing Partner

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MARKET VALUE Rs: 10,00,000
Certified that the following amounts have been paid in respect of this document: It challan No. 1.3
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Total Rs 15100 -



- 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.
- 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.

Managing Partner

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- 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 othe 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 an semi-finished, deluxe apartment bearing flat no. 209 on second floor, in block no. 'G' having a super built-up area of 1400 sft. together with undivided share in the schedule B land to the extent of 56.00 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.
- 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. 10,00,000/- (Rupees Ten Lakhs 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.

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Managing Partner

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NOW THEREFORE THIS SALE DEED WITNESSETH AS FOLOWS:

- 1. In pursuance of the aforesaid agreement the Vendor do hereby convey, transfer and sell the deluxe apartment bearing flat no. 209 on second floor, in block no. 'G' having a super built-up area of 1400 sft in building known as Gulmohar Gardens together with:
 - a. Undivided share in schedule B land to the extent of 56.00 sq. yds.
 - b. A reserved parking space for single car on the basement / stilt floor admeasuring about 100 sft.

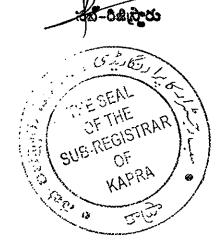
Situated at Sy. Nos. 93, 94 & 95 of Mallapur Village, Uppal Mandal, Ranga Reddy District, which is hereinafter referred to as the Scheduled Apartment and more particularly described at the foot of this sale deed and in the plan annexed to this sale deed in favour of the Buyer for a total consideration of Rs. 10,00,000/- (Rupees Ten Lakhs 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.
- 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.

Managing Partner

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- 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.
 - d. 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.
 - e. 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.
 - f. 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.
 - g. That the blocks of residential apartments shall always be called GULMOHAR GARDENS and the name thereof shall not be changed.

Managing Partner

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- h. 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.
- i. 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. 75,000/- is paid by way of challan no. 4-57530 dated 07.06.2010, drawn on State Bank of Hyderabad, Kushaiguda Branch, Hyderabad and VAT an amount of Rs. 10,000/- paid by way of Pay order No. 156 279, dated 07.06.2010 drawn on HDFC Bank, S. D. Road, Secunderabad.

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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, deluxe apartment bearing flat no. 209 on the second floor, in block no. 'G', admeasuring 1400 sft. of super built up area together with proportionate undivided share of land to the extent of 56.00 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	6'-6" wide corridor
West By	Open to Sky

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:

, VENDOR

Managing Partner

For Sri Sai Builders

G.P.A. Holder FIRM

> -BÛYER



ANNEXURE-1-A

1. Description of the Building

: DELUXE apartment bearing flat no. 209 on the second 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

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

4. Built up area Particulars:

a) In the basement / stilt floor

: 100 Sft for single car parking space

b) In the First Floor

c) In the Second Floor

: 1400 Sft

d) In the Third Floor

e) In the Fourth Floor

f) In the Fifth Floor

5. Annual Rental Value

6. Municipal Taxes per Annum

7. Executant's Estimate of the MV of the Building

Date: 09.06.2010

: Rs. 10,00,000/-

For MODI VENTURES

Managing Partner Signature of the Executants

CERTIFICATE

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

Managing Partner Signature of the Executants

Date: 09.06.2010

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REGISTRATION	PLAN SHOWING	FLAT NO. 209	IN BLOCK NO. 'G'			
	ON SECOND	FLOOR IN PROJE	CT KNOWN AS " GULI	NOHAR GARDENS"		
IN SURVEY NOS	93, 94 & 95			SITUATED	AT	
	MALLAPUR	VILLAGE,	UPPAL	MANDAL,	R.R. DIST.	
VENDOR:	M/S. MODI V	ENTURES REPRE	SENTED BY ITS MAN	AGING PARTNER		\Box .
	SRI SOHAM I	MODI SON OF SR	I SATISH MODI		:	
BUYER:	MR. JEFFR	Y ROGERS, SON	OF MR. TONY ROGER	S		
REFERENCE: AREA:		ALE: YDS. OR	INCL: SQ. MTRS.	E	XCL:	
Total Built-up Ai Out of U/S of La	nd = Ac. 1-08 Gts	6-6" wide cor	ridor		N ♦	
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PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

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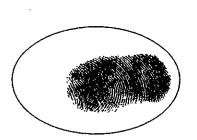
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PRESENTANT / SELLER / BUYER





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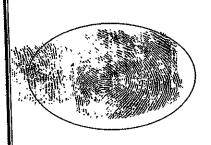
M/S. MODI VENTURES
HAVING ITS OFFICE AT 5-4-187/3 & 4
II FLOOR, SOHAM MANSION
M. G. ROAD, SECUNDERABAD – 500 003.
REP. BY ITS MANAGING PARTNER
MR. SOHAM MODI
S/O. MR. SATISH MODI





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.





BUYER:

MR. JEFFRY ROGERS S/O. MR. TONY ROGERS R/O. 301, ANUSHKA RESIDENCY STREET NO. 11 GOKUL NAGAR SECUNDERABAD - 500 017.

SIGNATURE OF WITNESSES:

2. Hely

Managing Partner

J VENTORES

SIGNATURE OF EXECUTANTS

SIGNATURE(S) OF BUYER(S)

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

C.S.No./Year: 001677/2010 of SRO: 1526(KAPRA)

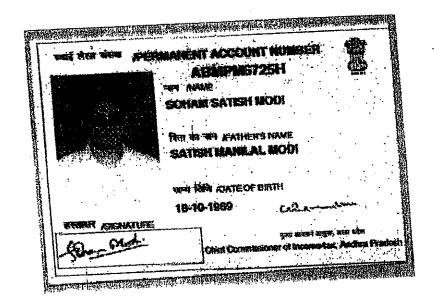
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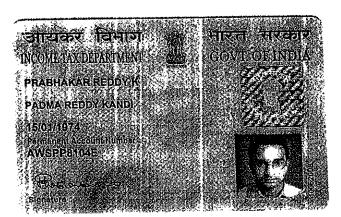
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<u>Subregistrar</u> Signatùre

SINo.	Thumb Impression	Photo	Name and Address of the Party	Party Signature
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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	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	HOLDS	ROLDER)	(EX) K.PRABHAKAR REDDY(SPA HOLDER) H.NO.5 4-187/3&4,II FLOOR,SOHAM MANSION, M.G.ROAD,SECUNDERABAD.	Fragorgap





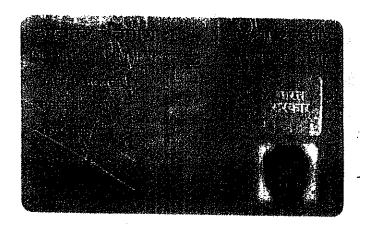


Plasagore

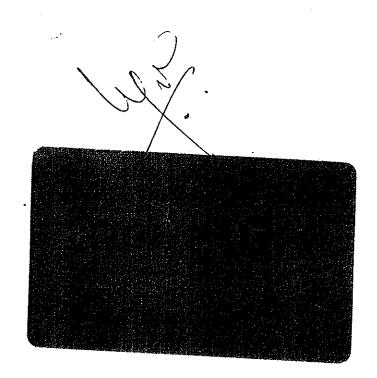
FOI MODI VENTURES

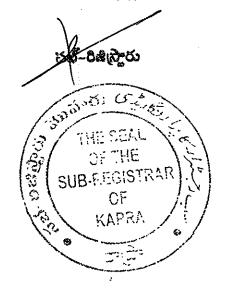
Managing Partner

THE SEAL OF THE SUB-REGISTRAR CONTRACT OF THE NAPRA KAPRA



Ξ,





DHRA PRADESH



DLFAP019389692007

M HARVOHARAN M VENKAT RAO 1-12-160 J J NAONA

SECUNDER

Licensing Author RTA-SECUNDERS

Class Of Vehicle

Validity

Non-Transport

Transport Hazardous Validity

LMV,MCWG

21/11/2017

Badge No. Reference No.

Original LA. DOB Blood Gr.

Date of 1st Issue

DLFAP010380692007 RTA SECUNDRABAD 22/11/1967

15/10/2007



MMNESS. 1

5 1 2 10 1

PRADESH



DLFAP010358062006 MANOHAR MANDUNATH
M R SAASTRI
12-5-55/A
BODAM METS UI JAYPURI
SOUTH CHELOND

04-11-2006

PTA-SECUL 349 BAC

M1203167/06

Class Of Vehicle

LMV,MCWG

<u>Validity</u>

Non-Transport Transport

Hazardous Validity Badge No. Reference No.

Original LA:

DOB

Blood Gr.

Date of 1st Issue

04-03-1964 04-11-2006

DLFAP010358062006

RTA SECUNDRABAD

03-03-2014

10 -04 13 CO



