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SI.No. 448 Date 16-1-12

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AGREEMENT FOR CONSTRUCTION

This Agreement of construction is made and executed on this the 4<sup>th</sup> day of February 2013 at SRO, Shamirpet, Ranga Reddy District by and between:

M/s. KADAKIA & MODI HOUSING, 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 43 years, Occupation: Business, hereinafter referred to as the Builder (which term shall mean and include its successors in office, administrators, executors / nominees / assignées, etc.)

Wg. Cdr. U. SATHYAN, SON OF LATE. UNNI KRISHNAN aged about 36 years, Occupation: Service

2. Sqn. Ldr. PREETI ASWAL, WIFE OF Wg. Cdr. U. SATHYAN aged about 36 years, Occupation: Service, both are residing at # OMQ 49/3, Officers Residency Area, Air Force Station, Izzatnagar, Bareilly, Uttar Pradesh - 243 002., hereinafter referred to as the Buyer (which term shall mean and include his/her heirs, legal representatives, administrators, executors, successor in interest, assignees, etc.)
For KADAKIA & MODI-HOUSING

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## WHEREAS:

The Builder is the absolute owner and possessor of the land admeasuring about 25,250 Sq. yds, forming part of Sy. No.1139 of Shamirpet Village, Shamirpet Mandal, Ranga Reddy District by virtue of various registered sale deeds as given hereunder and hereinafter referred to as the Schedule Land.

Sl. No.	Sale Deed Doc. No.	Dated	Sy. No.	Extent of Land (in Sq.yds.)
1.	12499/2006	30.08.2006	1139	5050 Sq.yds
2.	8096/2006	30.05.2006	;; 1139	5050 Sq.yds
3.	8097/2006	30.05.2006		5050 Sq.yds
4.	8098/2006	30.05.2006	1139	5050 Sq.yds
5.	11482/2006	10.08.2006	1139	5050 Sq.yds
		<u> </u>	Total Extent of Land	25250 Sq.yds

All the above Sale Deeds are registered at the office of Sub-Registrar, Shamirpet, R. R. District and are executed by the following owners:

- a. Smt. Immanni Sathyaveni W/o. Shri. Sheshagiri Rao
- b. Shri. Immanni Ravi Kiran S/o. Shri. Sheshagiri Rao
- c. Shri. Immanni Sathyanarayana Krishna Prasad S/o. Shri. Sheshagiri Rao
- d. Smt. Immanni Seetha Mahalaxmi W/o. Shri. P. Ranjit

The above executants of the Sale Deeds are hereinafter collectively referred to as Former Owners.

- B) The Former Owners purchased the land from the pattedars of the land vide Sale Deed bearing No. 2674/89 dated 18.04.1989. Vide proceeding of the Mandal Revenue Officer bearing no. B/2190/1989 dated 02.06.1989 the names of the Former Owners were mutated in the revenue records and patta passbooks/title books were issued to them.
- C) The Builder is desirous of developing the Scheduled Land by constructing independent bungalows thereon and have obtained a permit for building construction from HUDA vide Permit No. 660/MP2/Plg/HUDA/07 dated 12/05/2008. The proposed project of development is styled as 'BLOOMDALE'.
- D) The Builder in the scheme of the development project have planned that the prospective Buyers will eventually become the absolute owner of the identifiable land (i.e., plot of land) together with the independent bungalow constructed thereon.

FOR KADAKIA & MODI HOUSING

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ENDORSEMENT

Certified that the following amounts have been paid in respect of this documents

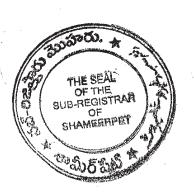
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- The Buyer has purchased plot of land bearing plot no. 68 admeasuring 228 sq. yds. along with semi-finished construction having a total area of 2077 sft under a Sale Deed dated 04.02.2013 registered as document no. 500 / 2013 in the Office of the S.R.O, Shamirpet, Ranga Reddy District. This Sale Deed was executed subject to the condition that the Buyer shall enter into a Agreement for Construction and Agreement for Land Development Charges 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 of the Scheduled Land and the plot of land bearing plot no. 68 along with semi-finished construction having a total area of 2077 sft 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 Bloomdale.
- G) The Buyer is desirous of having a bungalow constructed for him by the Builder on plot of land bearing no. 68 along with semi-finished construction having a total area of 2077 sft 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.
- H) The Buyer as stated above had already purchased the plot of land bearing no. 68 and the parties hereto have specifically agreed that this construction agreement and the Sale Deed dated 04.02.2013 referred herein above are and shall be interdependent agreements.
- 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 deluxe bungalow admeasuring 2077 sq. ft. of built-up area on plot of land bearing plot no. 68 as per the plans and specifications annexed hereto (as Annexure A & Annexure B respectively) for a amount of Rs. 25,66,000/-(Rupees Twenty Five Lakhs Sixty Six Thousand Only).
- 2. The Buyer already paid an amount of Rs.25,66,000/-(Rupees Twenty Five Lakhs Sixty Six Thousand Only) before entering this agreement which is admitted and acknowledged by the builder.
- 3. In case the Scheduled bungalow is completed before the scheduled date of completion / delivery mentioned below, the entire balance outstanding as on such date of completion shall become due and payable, notwithstanding the installments and due dates mentioned in above. The Buyer shall be liable to pay the balance outstanding within 15 days of receiving an intimation from the Builder as to completion of the Scheduled Bungalow, notwithstanding the installments and due dates mentioned

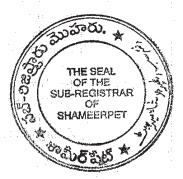
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- 4. The Buyer at his discretion and cost may avail housing loan from Bank / Financial Institutions. The Buyer shall endeavor to obtain necessary loan sanctioned within 30 days from the date of provisional booking. The Builder shall under no circumstances 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.
- 5. The Buyer has handed over the vacant and peaceful possession of the plot of land bearing no. 68 along with semi-finished construction to the Builder for the purpose of construction of the bungalow.
- 6. 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.
- 7. 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.
- 8. The Builder shall complete the construction of the bungalow and handover possession of the same on or before 1<sup>st</sup> March 2013 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.
- 9. 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.
- 10. The Builder has conveyed to the Buyer that different bungalows shall be completed at different times. It is not possible for the Builder to maintain each bungalow in a brand new condition for weeks or months and therefore minor works like final coat of paint, polish, installation of CP and sanitary ware, etc., may not be completed. Such works shall be completed only when the Buyer is ready to take possession and has cleared all his/her dues. These minor works shall be completed within 15 days of receipt of dues by the Builder. The Buyer has agreed to the same and shall not raise any objection in this regard. The Buyer has agreed to the same and shall not raise any objection in

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- 11. 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. The Buyer undertakes to give a list of complaints and corrections in writing to the Builder after payment of all dues and before taking possession of his/her bungalow. The Builder undertakes to rectify or make the corrections suggested by the Buyer within 15 days after clearing all dues.
- 12. The Buyer upon receipt of the completion intimation from the Builder as provided above shall thereafter be liable and responsible to bear and pay all taxes and charges for electricity, water and other services and outgoings payable in respect of the said bungalow.
- 13. 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 2020 and all the bungalows in the project of Bloomdale shall have a similar elevation, color, scheme, compound wall, landscaping, trees etc. for which the Buyer shall not raise any obstructions / objections.
- 14. 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.
- 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 Bloomdale project.
- 16. 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 Bloomdale Project.
- 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 Bloomdale 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 wholeousing

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- The Builder shall have the right to construct other bungalows and provide necessary 18. common amenities and facilities on the Scheduled Land that is required under the scheme of development of Bloomdale 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 Bloomdale 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.
- It is hereby agreed and understood explicitly between the parties hereto the Buyer 19. 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 Land development charges.
- The Buyer shall also from time to time sign and execute the application for 20. registration, other papers and documents necessary for the formation and registration of the society / association.
- That the Buyer shall become a member of the association / society which shall be 21. formed to look after the maintenance of the Bloomdale Project and shall abide by its rules. Until the society / association is formed the Buyer 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. If the Buyer ever fails to pay maintenance charges for his/her bungalow, the association shall be entitled to disconnect and stop providing all or any services to the scheduled bungalow including water, electricity, etc. The Buyer shall pay a sum of Rs. 50,000/- by way of deposit in favour of the Association / Society towards the corpus fund at the time of taking possession of the completed bungalow.
- Any delay or indulgence on the part of the Builder in enforcing any of the terms of this 22. 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.
- The Buyer hereby covenants and agrees with the Builder that if he fails to abide with 23. 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 for KADAKIA, & MODI HOUSING

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- 24. 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.
- 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 Bloomdale. To achieve this objective the Buyer, inter-alia shall not 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 Bloomdale. (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 KADAKIA & MODI HOUSING

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SCHEDULED PLOT

ALL THAT PIECE AND PARCEL OF LAND bearing Plot No. 68 admeasuring about 228 sq. yds, in the project known as "Bloomdale" forming part of Sy. No. 1139 of Shamirpet Village, Shamirpet Mandal, Ranga Reddy District and bounded on:

· · ·	
North	Plot No. 67
South	Plot No. 69
East	30' wide road
West	Neighbour's Land

# **AND**

a) ALL THAT DELUXE BUNGALOW admeasuring 2077 sft. of built-up area to be constructed on the above said plot no. 68 as per the agreed specifications given in detail in Annexure A and as per the plan enclosed as Annexure B.

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:

FOR KADAKIA & MODI HOUSING

Partner

(Soham Modi)

BUILDER

BUYER.

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Item	Semi - Deluxe Bungalow	Deluxe Bungalow
Structure	RCC	RCC
Walls	4"/6" solid cement blocks	4"/6" solid cement blocks
External painting	Exterior emulsion	Exterior emulsion
Internal painting	Smooth finish with OBD	Smooth finish with OBD
Flooring	Ceramic tiles	Choice of vitrified tiles or Marble in all rooms
Door frames	Sal wood	Teak wood
Doors	Main door - Panel and Other doors - Flush doors	Panel doors with branded hardware
Electrical	Copper wiring with modular switches	Copper wiring with modular switches
Windows	Powder coated aluminum or UPVC	Powder coated aluminum or UPVC openable windows with grills
Sanitary	Raasi / Johnson Pedder or similar make	Parryware / Hindware or similar make
C P fittings	Branded C P fittings	Branded ceramic disk quarter turn
Staircase railing	MS railing within MS banister	MS railing within wooden banister
Kitchen platform	Granite slab, 2 ft dado & SS sink	Granite slab, 2 ft dado & SS sink
Plumbing Plumbing	GI & PVC pipes	GI & PVC pipes. Pressure booster pump for first floor bathrooms. Provision for solar heater.
Bathrooms	7' dado	7' dado with designer tiles & bathtub in master bedroom.
Water supply	24 hr water supply through community tank with 2,000 lts. individual overhead tank in each bungalow. Separate drinking water connection in kitchen.	24 hr water supply through community tank with 2,000 lts. individual overhead tank in each bungalow. Separate drinking water connection in kitchen.

# Note:

- 1. Choice of 2 colours for interiors 2 or 3 combinations of bathroom tiles & sanitary fittings shall be provided.
- 2. Changes to external appearance and colors 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
- Changes in walls, door positions or other structural changes shall not be permitted.
- Only select alterations shall be permitted at extra cost.
- 7. Specifications / plans subject to change without prior notice.

FOR KADAKIA & MODI HOUSING

Partner

(SØHAM MODI) **BUILDER** 

**BUYER** 

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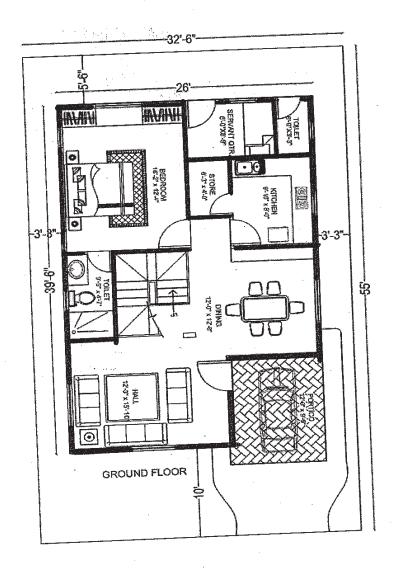
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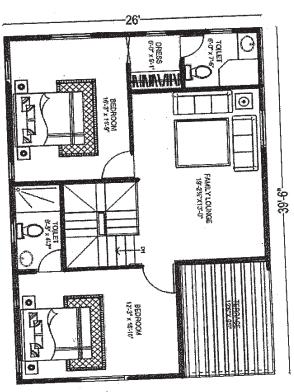


# ANNEXURE - B

PLAN FOR CONSTRUCTION OF BUNGALOW ON PLOT NO. 68 ADMEASURING 2077 SFT. OF BUILT-UP AREA.







FIRST FLOOR

AREA: GROUND: 1952.00 sq.ft FIRST: 1025.00 sq.ft TOTAL: 2077.00 sq.ft

FOR KADAKIA & MODI HOUSING

Partner

(SOHAM MODI) BUILDER

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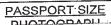
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PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF REGISTRATION ACT, 1908.

SL.NO.

FINGER PRINT IN BLACK (LEET THUMB)



NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER



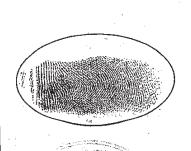
M/S. KADAKIA & MODI HOUSING HAVING ITS OFFICE AT 5-4-187/3 & 4 III FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD REP. BY ITS MANAGING PARTNER MR. SOHAM MODI S/O. MR. SATISH MODI

GPA FOR PRESENTING DOCUMENTS VIDE GPA NO. 02/BK-IV/2010, Dt: 27.01.2010.

MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY R/O. 5-4-187/3 & 4 2<sup>ND</sup> FLOOR, SOHAM MANSION M. G. ROAD, SECUNDERABAD & (REPRESENTATIVE TO BUYER)

# **BUYERS:**

- 1. WG. CDR. U. SATHYAN S/O.LATE. UNNI KRISHNAN R/O.# OMQ 49/3 OFFICERS RESIDENCY AREA AIR FORCE STATION IZZATNAGAR, BAREILLY UTTAR PRADESH - 243 002
- 2. SQN. LDR. PREETI ASWAL WO. WG. CDR. U. SATHYAN R/O.# OMQ 49/3 OFFICERS RESIDENCY AREA AIR FORCE STATION IZZATNAGAR, BAREILLY UTTAR PRADESH - 243 002.



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SIGNATURE OF WITNESSES:

1. M

2. MAMOY

FOR KADAKIA & MODI HOUSING

Partner

SIGNATURE OF EXECUTANTS

We stand herewith our photograph(s) and finger prints in the form prescribed, through our representative, Mr. K. Prabhakar Reddy, as we cannot appear personally before the Registering Officer in the Office of Sub-Registrar of Assurances, Shamirpet, Ranga Reddy District.

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ఈ కాగితము వరుస సంఖ్య	
	%5-04 <b>6-5</b>

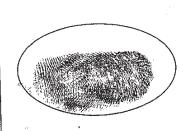
THE SEAL OF THE SUB-REGISTRAR OF SHAMBERPET

# 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

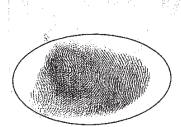
NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER





## WITNESSESS:

1. MR. M. SRINIVAS S/O. LATE M. LINGAIAH R/O. H. NO: - 2-11-365 WARASIGUDA SECUNDERABAD.





2. MR. M. MAHENDER S/O. LATE M. MALLESH R/O. H. NO: - 28-77 YADAV BASTI NEREDMET HYDERABAD

SIGNATURE OF WITNESSES:

1 Uhr

2. ///////

FOR KADAK & & MODI HOUSING

Partner

SIGNATURE OF THE EXECUTANT

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86-0465



VENDOR :

THE NOT HER PERMANENT ACCOUNT NUMBER

ABMPM6725H

HIP NAME

SOHAM SATISH MODI

RM ON HIM FATHER'S NAME SATISH MANILAL MODI

जन्म सिथि उप्राथः एर छामाप

18-10-1969

FTTHE SIGNATURE

**Partner** 

्रीत भवार कर्तम कथा १३६ Chief Commissioner of uncommunities, Andrea Pradesh

Siera iru

INCOME TAX DEPARTMENT

PRABHAKAR REDDY K

PADMA REDDY KANDI

15/01/1974

Permanent Account Number AWSPP8104E

HIRGERARREDR GOVT OF INDIA





FOR KADAKIA & MODI HOUSING

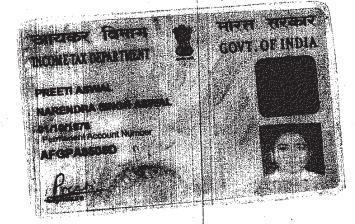
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# BUYER!







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ఈ కాగితము వరుస సంఖ్య

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# INDIAN UNION DRIVING LICENCE ANDHRA PRADESH

Number 1DLFAP010413402001

Name SRINIVAS M S/DW of M LINGAIAH Address 12-11-364/6

WARSIGUDA

SECUNDERABAD

PIN DOB

06-06-1971

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Since Gr



DL Of Issue: 09-10-2

Addi Licencing Authority Secunderabad

आसकर विभाग INCOME TAX DEPARTMENT M MAHENDAR

MALLESH MANDA

20/07/1978

Permanent Account Number

AQAPM0412C

42 Law you and Bradening

भारत सरकार GOVT OF INDIA



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ఈ కాగితము వరుస సంఖ్య	3
	Amar



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

RegNo/Year: 499 /2013

of SRO: 1516

Report Date: 22-FEB-13 02:24 PM

This report prints Photos and FPs of all parties

### Execution admitted by (Details of all executants/Claimants of sec 32a):

SI No	Code	Thumb Impression	Photo	Signature	Address
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2	CL	[Dis-loan-report) more to	16-1-2013-499]PI	io b longgy	PREETI ASWAL.  OMQ 49/3,OFFICERS RESIDENCY AREA, AIR FORCE STATION,IZZATNAGAR,BAR IELLY,UP-243002 9.5. K. Prassotulado
3	EX		516-1-2013-499]M		M/S KADAKIA & MODI HOUSING REP. BY ITS MANAGING PARTNER SOHAM MODI MONGO 5-4-187/3&4, IIND FLOOR, SOHAM MANSION, MG ROAD, SEC-BAD-500

Identified by

Witness 1

Witness 2 WW

Photos and Tis captured by me

Caputure of Photos and TIs done in my presence

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