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S.No. 4228 Date:13-04-2023

Sold to: RAMESH

S/o.Late NARASING RAO

For Whom: MODI HOUSING PVT. LTD..

D BA 733094

## K.SATISH KUMAR

LICENSED STAMP VENDOR LIC No.16-05-059/2012, R.No.16-05-029/2021

Plot No.227, Opp.Back Gate of City Civil Court

West Marredpally, Sec'bad.

## AGREEMENT FOR CONSTRUCTION

This Agreement for Construction is made and executed on this the 3<sup>rd</sup> day of May' 2023 at SRO, Uppal, Medchal-Malkajgiri District by and between:

- 1. M/s. Modi Housing Pvt. Ltd a company incorporated under the Companies Act, having its registered office at 5-4-187/3 & 4, II Floor, Soham Mansion, M. G. Road, Secunderabad–500 003 represented by its Director Mr. Soham Modi, S/o. Late Satish Modi, aged about 53 years, Occupation: Business hereinafter referred to as the Developer.
- 2. M/s. Silver Oak Villas LLP, a registered Limited Liability Firm having its office, at 5-4-187/3 & 4, 2<sup>nd</sup> Floor, Soham Mansion, M. G. Road, Secunderabad-500 003., represented by its authorised signatory, Mr. Soham Modi, S/o. Late Satish Modi, aged about 53 years, Occupation: Business hereinafter referred to as the Contractor.

## AND

- 1. Mrs. Gunda Lakshmi Satyendra, Wife of Mr. Gunda Srinivasa Rao aged about 46 years, Occupation: Profession (Pan No.AGWPG9276A, Mobile No.93976 56934) and
- 2. Mr. Gunda Srinivasa Rao, Son of Mr. Gunda Venkateswarlu, aged about 51 years, Occupation: Profession both are residing at Flat No. C-308 & 309, Mayflower Park Apartments, Annapurna Colony, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District, Hyderabad-500 076, hereinafter jointly referred to as the 'Purchasers' (Pan No. AFCPG1326E, Mobile No.93911 11170).

The term Developer and Purchaser shall mean and include wherever the context may so require its successors in interest, administrators, executors, nominees, assignees, heirs, legal representatives, etc.

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	Execu		ay of MAY, 2023 by Smitted by (Details of a Thumb Impression		s/Claimar	nts under Sec 32A): Address	Signature/Ink Thumb
	1	CL		GLNDA SRINIVAS [1507-1-2023-75:	5A RA- 31]	GUNDA SRINIVASA RAO S/O. G VENKATESWARLU F NO.C-308 & 309 MAYFLOWER PARK APTS, ANNAPURNA COLONY MALLAPUR VILLAGE MM DIST.	MARR
	2	CL	Dr. ian - Juneara prima ana	GUNDA LAKSHM [1507-1-2023-75		GUNDA LAKSHMI SATYENDRA W/O. GUNDA SRINIVASA RAO F NO.C-308 & 309 MAYFLOWER PARK APTS, ANNAPURNA COLONY MALLAPUR VILLAGE MM DIST.,	Gill
Uppal Uppal	3	EX	Difference:	[1507-1-2023-75	531)E	K PRABHAKAR REDDY (GPA HOLDER) S/O. K PADMA REDDY 5-4-187/3 AND 4, 2 FLOOR, SOHAM MANSION, HYDERABAD, HYDERABAD, HYDERABAD, TELANGANA, 500003, M G ROAD SECUNDERABAD,	Preorge
.	SI No						
7115/2023. Sheet 1 of 10	1		RESIGNATION KREST	Photo	K RES	& Address	K. Ruluma
3,505.5.	2				K MAH	ENDER	The ly

03rd day of May,2023

Signature of Sub Registrar Uppal

21	E-	KYC Details as received from UIDAI:	pai .
SI No	Aadhaar Details	Address:	Photo-
18.	Aadhaar No: XXXXXXX6960  Name: Kusuma Reshma	W/O Mahender, Chengapuram, Warangal, Telangana, 506104	1(2)
2	Aadhaar No: XXXXXXXX1350  Name: Mahender Kusuma	Chengapuram, Warangal, Andhra Pradesh, 506104	





Wherever the Developer/Purchaser is a female or groups of persons, the expressions 'He, Him, Himself, His' occurring in this Agreement in relation to the Purchaser shall be read and construed as 'She, Her, Herself or 'They, It'. These expressions shall also be modified and read suitably wherever the Developer/Purchaser is a Firm, Joint Stock Company or any Corporate Body.

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## 1. DETAILS OF PLOT PURCHASED:

- 1.1. The Purchaser has purchased a plot of land in the Housing Project known as Silver Oak Villas, forming a part of Sy. Nos. 11, 12, 14, 15, 16, 17, 18 & 294, of Cherlapally Village, Kapra Mandal, Medchal–Malkajgiri District vide registered sale deed from the Developer and the details of which are given in Annexure–A (hereinafter referred to as the Scheduled Plot).
- 1.2. The Developer had agreed to sell the Scheduled Plot to the Purchaser on the condition that the Purchaser shall enter into an Agreement for Construction with the Developer for construction of a villa/house on the Scheduled Plot. The Contractor is the authorised nominee /agency of the Developer to construct the Said Villa.
- 1.3. Accordingly the Purchaser had agreed to enter into this Agreement of Construction.

## 2. DETAIL OF THE VILLA BEING CONSTRUCTED

- 2.1. The Contractor, as the agent of the Developer has agreed to construct a villa on the Scheduled Plot as per the details given herein and the Scheduled Plot of land along with the villa constructed thereon shall be referred to as Said Villa.
- 2.2. The plan of the Said Villa to be constructed shall be as per the Annexure–B attached herein and the specifications shall be as per Annexure–C attached herein, with such modifications and alterations as may be required or are deemed necessary by the Developer/Contractor from time to time.
- 2.3. The Developer/Contractor has provided plans of the said Villa to the Purchaser along with details of carpet area and built-up area. The Purchaser has understood these terms and has verified the method adopted for calculating these areas in respect to the said Villa. The consideration mentioned herein is the lumsum amount for the Said Villa. The Purchaser confirms that he shall not raise any objections on this count.

## 3. CONSIDERATION FOR CONSTRUCTION:

- 3.1. The Purchaser agrees to pay the Contractor the consideration detailed in Annexure-A for construction of the Said Villa and the payment shall be made in installments as detailed in Annexure-A.
- 3.2. The Purchaser shall pay stamp duty and/or registration charges as required for execution of this Agreement for Construction. In case the Purchaser fails to pay such stamp duty and/or registration charges, the Developer shall be entitled to pay the same for and on behalf of the Purchaser and shall be recoverable as dues from the Purchaser.

FOR MODINHOUSING PVT. LTD. SILVER OAK VILLAS LLP

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SI No	Aadhaar Details	KYC Details as received from UIDAI: Address:	Photo
3	Aadhaar No: XXXXXXXX9204 Name: Kandi Prabhakar Reddy	Amberpet, Hyderabad, Telangana, 500013	
4	Aadhaar No: XXXXXXXX1500 Name: Gunda Srinivasa Rao	S/O Gunda Venkateswarlu, Hyderabad, Rangareddi, Andhra Pradesh, 500076	
5	Aadhaar No: XXXXXXXX8021 Name: Gunda Lakshmi Satyendra	W/O Gunda Srinivasa Rao, Hyderabad, Rangareddi, Andhra Pradesh, 500076	

Endorsement: Stamp Duty, Tranfer Duty, Registration Fee and User Charges are collected as below in respect of this Instrument.

Description	In the Form of						
of Fee/Duty	Stamp Papers	Challan u/S 41of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	Total
Stamp Duty	100	0	15350	0	0	0	15450
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	15450	0	0	0	15450
User Charges	NA	0	500	0	0	0	500
Mutation Fee	NA	0	0	0	0	0	0
Total	100	0	31300	0	0	0	31400

Rs. 15350/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 15450/- towards Registration Fees on the chargeable value of Rs. 3090000/- was paid by the party through E-Challan/BC/Pay Order No ,595LTQ240423 dated ,24-APR-23 of ,CBIR/

#### Online Payment Details Received from SBI e-P

(1). AMOUNT PAID: Rs. 31350/-, DATE: 24-APR-23, BANK NAME: CBIR, BRANCH NAME: , BANK REFERENCE NO: 0183519792915, PAYMENT MODE:NB-1001138, ATRN:0183519792915, REMITTER NAME: G SRINIVASA RAO, EXECUTANT NAME: MODI HOUSING PVT LTD, CLAIMANT NAME: G SRINIVASA RAO) .

Date:

03rd day of May,2023

Signature of Registering Officer Uppal

#### Certificate of Registration

Registered as document no. 7115 of 2023 of Book-1 and assigned the identification number 1 - 1507 - 7115 - 2023 for Scanning on 03-MAY-23 .

Registering office

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- 3.3. It is hereby agreed and understood explicitly between the parties hereto the Purchaser shall be solely responsible for payment of any sales tax, VAT, GST, service tax or any other similar levy that is leviable or may become leviable with respect to the construction of the Said Villa. Such charges shall not form a part of the consideration mentioned in Annexure—A. In case the Purchaser fails to pay such taxes or charges, the Developer shall be entitled to pay the same for and on behalf of the Purchaser and shall be recoverable as dues from the Purchaser.
- 3.4. That the Contractor has agreed to construct the Said Villa as per plan and specifications given in Annexure–B and Annexure–C. The cost of any additions and alterations made over and above the specifications at the request of the Purchaser shall be paid by the Purchaser and shall be paid over and above the agreed consideration.
- 3.5. Interest on delayed payment, if any, shall be paid over and above the agreed consideration.

### 4. COMPLETION OF CONSTRUCTION:

- 4.1. The Contractor / Developer agrees to deliver the Said Villa completed in all respects on or before the date mentioned in Annexure-A with a further grace period of 6 months. In case of delay beyond the date of delivery and after a further grace period of 6 months the Purchaser shall be entitled to compensation for delay in completion at the rate of Rs. 6/- per sft per month, being the average expected rent for the Said Villa. The Purchaser shall be entitled to such a compensation for delay in completion, if and only if, the Purchaser has paid the entire consideration to the Developer / Contractor. The Purchaser agrees to limit their claims for delay in completion to the said amount.
- 4.2. The Developer / Contractor shall not be responsible for delay in completion in case of delay in payment by the Purchaser. In case of delay in payment of installments by the Purchaser to the Developer / Contractor, then the delay in payment in no. of days for each installment the payment has been delayed shall be added to the date of completion mentioned in Annexure–A.
- 4.3. That upon completion of construction of the Said Villa the Developer shall intimate to the Purchaser the same at his last known address and the Purchaser shall be obliged to take possession thereof, subject to the condition that he has fulfilled all his obligations including payment of the entire consideration hereunder according to the terms hereof strictly. After such intimation, the Developer shall not be liable or responsible for any loss, theft, breakage, damages, trespass and the like and the Purchaser shall also be obliged to pay monthly maintenance charges to the Developer or the respective society or Association. The Developer shall be entitled to recover such dues, if any, from the Purchaser.
- 4.4. That from the intimation as to possession or completion of the Said Villa or date of receipt of possession of the villa, whichever is earlier the Purchaser shall be responsible for payment of all taxes, levies, rates, dues, duties charges, expenses, etc. that may be payable with respect to the Said Villa including municipal taxes, water and electricity charges either assessed/charged individually or collectively and such other taxes, etc. payable to the Government or other local bodies or any other concerned body or authority, etc. The Developer shall be entitled to recover such dues, if any, from the Purchaser.

FOR MODI HOUSING PVT. LTD.
SILVER OAK VILLAS LLP

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- 4.5. The Housing Project is proposed to be completed in phases and the schedule date of completion of the entire Housing Project may not have been specified. The Developer proposes to complete the Said Villa as given above along with the basic common amenities and utility services. The Purchaser shall not raise any objection to the non-completion or delay in completion of other villas as long as the Purchaser is able to enjoy possession of the Said Villa without any reasonable let or hindrance.
  - 4.6. The Developer / Contractor at their discretion may withhold the final finishing works like last coat of paint, floor polish, installation of CP and sanitary ware, etc. till such time the Purchaser confirms his readiness to take possession of the Said Villa. However, for the purposes of determining the date of completion such final works which may not be completed shall not be considered. Further, it is agreed that the final finishing works shall be withheld to ensure that the completed villa is handed over to the Purchaser in a brand new condition.

#### POSSESSION OF VILLA:

- 5.1. That the Purchaser shall not have the right to let, sublet, alienate, charge, encumber or otherwise deal with the Said Villa before it is fully constructed and possession delivered unless he has made full payment of consideration along with other charges such as electricity, water, monthly maintenance, corpus fund, taxes, interest, etc., under and strictly according to this agreement.
- 5.2. The Purchaser shall be entitled to take possession of the Said Villa only on receipt of 'Letter of Possession' from the Developer. Any claim to possession made by the Purchaser without obtaining the Letter of Possession shall be deemed to be trespassing and the Developer shall have a right to take legal action (both civil and criminal) for recovery of possession till such time all dues are paid.
- 5.3. At the request of the Purchaser the Developer may give license to the Purchaser to enter the villa being purchaser by him for the purposes of installation of furniture and fixtures or for purposes like housewarming, before the Purchaser has paid the entire consideration and other charges to the Developer. The Purchaser shall not be entitled to claim possession of the Said Villa till such time all dues are cleared and such a license given by the Developer to enter the Said Villa cannot be construed as handing over of possession by the Developer to the Purchaser. Any claim to possession made by the Purchaser before clearing all the dues shall be deemed to be trespassing and the Developer shall have a right to take legal action (both civil and criminal) for recovery of possession till such time all dues are paid.

## 6. FORCE MAJEURE:

- 6.1. That in event of any delay in the completion of the construction of the Said Villa and delivery of possession of the said villa by reason of non-availability of essential inputs like cement, steel etc. or by reason of war, civil commotion, pandemic, government orders, etc., or due to any act of God or due to any difficulty arising from any Government ordinances, legislation or notification by the Government or local authority etc., or by way of any order of a court, tribunal, statutory authorities, etc., the Developer shall not be held responsible. The Purchaser shall not have right to claim any compensation, interest, loss or damage, etc. or shall not insist for the refund of any amount till the final work is completed.
- 6.2. 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 MODI HOUSING PVT. LTD.
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Authorised Rep. Soham Modi

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## ANNEXURE- A

2.	Purchaser's permanent residential address:	Mrs. Gunda Lakshmi Satyendra, W/o. Mr. G. Srinivasa Rao     Mr. Gunda Srinivasa Rao, S/o. Mr. G. Venkateswarlu  R/o. Flat. No. C 308, 8t 200, May Garren Bull. Acceptable of the control of the cont			
		R/o Flat No. C 208 & 200 Margania D. L.			
3.		R/o. Flat No. C-308 & 309, Mayflower Park Apartments, Annapurna Colony, Mallapur Village, Uppal Mandal, Medchal-Malkajgiri District, Hyderabad-500 076.			
	Sale deed executed by Developer in favour of Purchaser	Document no. 7114 of 2023, dated 03-05-2023 regd., at S.R.O, Uppal, Medchal-Malkajgiri District.			
4.	Type of villa	C2-Duplex-Type			
5.	No. of floors	Ground Plus First Floor			
6.	No. of bedrooms	3-Bedrooms			
7.	Details of Said Villa:				
	a. Villa no.:	160			
	b. Plot area:	161 Sq. yds.			
	c. Built-up area:	2040 Sft.			
	d. Carpet area	1741 Sft.			
8.	Total consideration:	Rs.30,90,000/- (Rupees Thirty Lakhs Ninety Thousand Only)			
9.	Details of advance paid:				
	Rs.30,90,000/-(Rupees Thirty Lak and acknowledged by the Develope	hs Ninety Thousand Only) already received which is admitted by way of receipts.			
10.	Scheduled date of completion:	30-06-2023			
11.	Description of the Schedule Villa:				

All that land forming plot no.160, admeasuring about 161 sq. yds, along with a villa constructed thereon having built up area 2040 sft, in the housing project named as "Silver Oak Villas" forming a part of Sy. Nos. 11, 12, 14, 15, 16, 17, 18 & 294, of Cherlapally Village, Kapra Mandal, Medchal–Malkajgiri District (formerly known as Ghatkesar Mandal, Ranga Reddy District), bounded by:

North by : Park

South by : Plot No. 161

East by : Plot No. 185

West by : 30' wide road

SILVER OAK VILLAS LLP

Authorised Rep

Soham Modi

DEVELOPER

(M/s. Modi Housing Pvt. Ltd., &

Silver Oak Villas LLP rep by Mr. Soham Modi)

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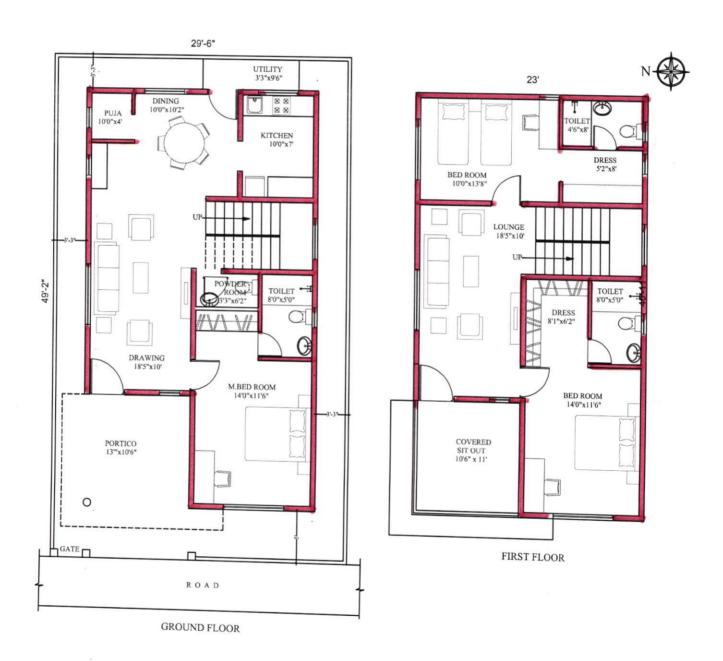
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The Seal of Sub Registrar office UPPAL



## ANNEXURE- B

Plan of the Said Villa:



FOR MODY HOUSING PVT ATD. SHVER OAK VILLAS LLP

Authorised Rep.

Soham Modi

DEVELOPER

(M/s. Modi Housing Pvt. Ltd., & Silver Oak Villas LLP rep by Mr. Soham Modi) GIL

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## ANNEXURE - C

## Specifications of Said Villa:

Item	Specifications
Structure	RCC
Walls	Cement blocks
External painting	Exterior emulsion
Interior painting	Smooth finish with OBD
Flooring	Branded 2 x 2 ft vitrified Tiles
Main door	Wood with polished panel door
Internal door frames	Wood with paint
Door shutters	Painted panel doors with dorset hardware
Windows	Aluminium sliding windows
Sanitary	Cera /Parryware / Hindware or equivalent brand
CP fittings	Branded quarter turn
Bathrooms	Branded designer tiles upto 7ft.
Kitchen	Granite slab with 2 ft dado and SS sink
Electrical	Copper wiring with modular switches
Plumbing	UPVC /CPVC/ PVC pipes.

### Note:

- Choice of 2 colours for interior painting, Western / Anglo-Indian W C and 2 or 3 combinations of bathroom tiles shall be provided.
- 2. Changes to external appearance and color 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. Design and make of furniture, furnishings, modular kitchen, etc. shall be at the sole discretion of the Developer and subject to change from time to mime without prior notice.
- 9. The additions and alterations that may be permitted within the Said Villa shall be at the sole discretion of the Developer and the Purchaser shall not raise any objections on this count.
- 10. The Purchaser shall be given an opportunity to visit the site for providing details like choice of colour of walls, bathroom tiles, etc. The Purchaser at his discretion may provide material like floor tiles, bathroom tiles, sanitary fitting, CP fitting, electrical switches, etc., to be installed in place of the material provided by the Developer. The Developer agrees to refund the cost of not providing the said materials to the Purchaser. The Purchaser shall record the additions and alterations that he wishes to make at site and such a record shall be jointly signed by the Purchaser and the Developer's engineer. The additions and alterations shall be carried out strictly as per the recorded alterations. The Purchaser will deliver such material, if any, to the site at its cost by the agreed date. Any delay in completion of the Said Villa for delay in delivery of the material by the Purchaser shall be added to the schedule date of completion of the villa.

For MODI HOUSING PVT LTD. SILVER OAK VILLAS LYP

(M/s. Modi Housing Pvt. Ltd., &

Silver Oak Villas LLP rep by Mr. Soham Modi)

PURCHASER

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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





## **DEVELOPER:**

M/S. MODI HOUSING PVT. LTD. &

M/s. SILVER OAK VILLAS LLP HAVING ITS OFFICE AT 5-4-187/3 & 4 SOHAM MANSION, II FLOOR, M. G. ROAD SECUNDERABAD - 500 003. REP BY ITS AUTHORISED SIGNATORY: MR. SOHAM MODI S/O. LATE SATISH MODI.





GPA FOR PRESENTING DOCUMENTS VIDE GPA NO. 387/BK-IV/2021, Dt. 08.10.2021. **REGD. AT SRO, UPPAL:** 

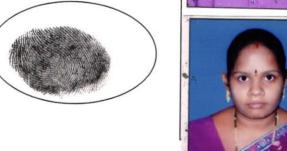
MR. K. PRABHAKAR REDDY S/O. MR. K. PADMA REDDY R/O. 5-4-187/3 & 4 SOHAM MANSION 2<sup>ND</sup> FLOOR, M. G. ROAD SECUNDERABAD





## PURCHASER:

2. MR. GUNDA SRINIVASA RAO S/O. MR. GUNDA VENKATESWARLU R/O. FLAT NO. C-308 & 309 MAYFLOWER PARK APARTMENTS ANNAPURNA COLONY, MALLAPUR VILLAGE **UPPAL MANDAL** MEDCHAL-MALKAJGIRI DISTRICT HYDERABAD-500 076,



. MRS. GUNDA LAKSHMI SATYENDRA W/O. MR. GUNDA. SRINIVASA RAO R/O. FLAT NO. C-308 & 309 MAYFLOWER PARK APARTMENTS ANNAPURNA COLONY, MALLAPUR VILLAGE **UPPAL MANDAL** MEDCHAL-MALKAJGIRI DISTRICT HYDERABAD-500 076.

SIGNATURE OF WITNESSES:

K. Reshma.

For MODI HOUSING PVT. LTD. SILVER OAK VILLAS LLP

Authorised Rep.

Soham Modi

SIGNATURE OF THE DEVELOPER

SIGNATURE(S) OF PURCHASER

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## भारत सरकार GOVERNMENT OF INDIA



కోహాం సతిప్ మోడి Soham Satish Modi పుట్టిన సం./YoB:1969 ධාරාධාය Male



भारतीय विशिष्ट पहचान प्राधिकरण UNIQUE IDENTIFICATION AUTHORITY OF INDIA

S/O: Satish Modi, plot no-280,

road no-25, near peddamma

Address:

చిరునామా: S/O: సరిప్ మాడి. పాట్ కో-280, ರೆಒ ಸೆ-25, ಎದ್ಡಮ್ಮ దేవాలయిం దగ్గర జుబిల్ హీల్స్, ఖంతాబాద్, బంజారా హీల్స్,

**පං**ල වූජිම්, 500034

temple jubilee hills, Khairatabad, Banjara Hills, Hyderabad Andhra Pradesh, 500034 హైదరాబాద్

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ఆధార్ - ఆధార్ – సామాన్యమానవుడి హక్కు

Aadhaar - Aam Aadmi ka Adhikar

For MODI HOUSING PVT. LTD.
SILVER OAK VILLAS LLP

Authorised Rep.

Soham Modi



## భారత ప్రభుత్వం Government of India





పుట్టిన సంవర్సరం/Year of Birth: 1974 పುರುಭುದು / Male

9204



ఆధార్ – సామాన్యుని హక్కు

నమోదు సంఖ్య / Enrollment No. : 1027/28203/00049

Kandi Prabhakar Reddy కండి ప్రభాకర్ రెడ్డి

2-3-64/10/24 1FLOOR KAMALA NILAYAM JAISWAL COLONY

Amberpet

Amberpet, Hyderabad Andhra Pradesh - 500013

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