

8168/2023

SOV.185.AOC

DOCT NO. 7740/2023



తెలంగాణ తెలంగాణ TELANGANA

S.No. 5194 Date: 29-04-2023

Sold to: CH. RAMESH

S/o. LATE NARSING RAO

For: M/s. MODI HOUSING PVT. LTD.

BA 733956

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 12th 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 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, 2nd 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. Mr. Udigiri Charan Kumar, Son of Mr. Udigiri Linganna, aged about 45 years, Occupation: Doctor (Pan No. AAOPU4014C, Mobile No. 99496 49643),
2. Mrs. Cheruku Vahini, Wife of Mr. Udigiri Charan Kumar, aged about 41 years, Occupation: Service both are residing at H. No. 8-30/Q/1/A/3, New Hemanagar, Uppal, Medchal-Malkajgiri District, Hyderabad-500 039 (Pan No. AIGPV4209A, Mobile No. 99086 29585) hereinafter jointly referred to as the 'Purchasers'

For MODI HOUSING PVT. LTD.

SILVER OAK VILLAS LLP

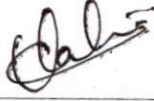
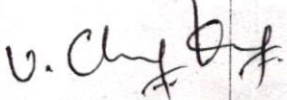
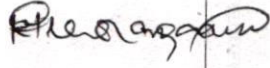
Authorised Rep.

Soham Modi

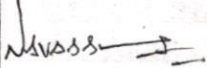
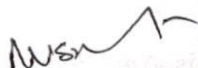
Presentation Endorsement:

Presented in the Office of the Sub Registrar, Uppal along with the Photographs & Thumb Impressions as required Under Section 32-A of Registration Act, 1908 and fee of Rs. 20000/- paid between the hours of 12 and 1 on the 12th day of MAY, 2023 by Sri K.Prabhakar Reddy

Execution admitted by (Details of all Executants/Claimants under Sec 32A):

SI No	Code	Thumb Impression	Photo	Address	Signature/Ink Thumb Impression
1	CL		 CHERUKU VAHINI::1 [1507-1-2023-8168]	CHERUKU VAHINI W/O. U.CHARAN KUMAR HNO.8-30/Q/1/A/3,NEW HEMA NAGAR,UPPAL, MM DT.	
2	CL		 UDIGIRI CHARAN KUMAR [1507-1-2023-8168]	UDIGIRI CHARAN KUMAR S/O. U.LINGANNA HNO.8-30/Q/1/A/3,NEW HEMA NAGAR,UPPAL, MM DT.	
3	EX		 K PRABHAKAR REDDY [1507-1-2023-8168]	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,	

Identified by Witness:

SI No	Thumb Impression	Photo	Name & Address	Signature
2		 N S V S SAI SRINIVAS::1 [1507-1-2023-8168]	N S V S SAI SRINIVAS HYD.	
1		 N VENKAT SATYA MUR [1507-1-2023-8168]	N VENKAT SATYA MURTHY HYD.	

12th day of May, 2023

Signature of Sub Registrar
Uppal**E-KYC Details as received from UIDAI:**

SI No	Aadhaar Details	Address:	Photo
1	Aadhaar No: XXXXXXXX4024 Name: N S V S Sai Srinivas	S/O N.V. Satya Murthy, Kapra, Medchal-malkajgiri, Telangana, 500062	
2	Aadhaar No: XXXXXXXX6735 Name: Nutulapaty Venkata Satya Murthy	S/O N.L. Pandu Ranga Rao, Kapra, Medchal-malkajgiri, Telangana, 500062	

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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.

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.

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 lumpsum 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 MODI HOUSING PVT. LTD.

SILVER OAK VILLAS LLP

Authorised Rep.

Soham Modi

V. A. S. S.

Authorised Rep.

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Uppal

E-KYC Details as received from UIDAI:							
SI No	Aadhaar Details	Address:				Photo	
3	Aadhaar No: XXXXXXXX9204 Name: Kandi Prabhakar Reddy	Amberpet, Hyderabad, Telangana, 500013					
4	Aadhaar No: XXXXXXXX4635 Name: Udigiri Charan Kumar	C/O Udigiri Linganna, Boduppall, K.v. Rangareddy, Telangana, 500092					
5	Aadhaar No: XXXXXXXX6566 Name: Vahini Cheruku	W/O Udigiri Charan Kumar, Uppal, K.v. Rangareddy, Telangana, 500039					

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

Description of Fee/Duty	In the Form of						
	Stamp Papers	Challan u/S 41 of IS Act	E-Challan	Cash	Stamp Duty u/S 16 of IS act	DD/BC/ Pay Order	Total
Stamp Duty	100	0	19900	0	0	0	20000
Transfer Duty	NA	0	0	0	0	0	0
Reg. Fee	NA	0	20000	0	0	0	20000
User Charges	NA	0	500	0	0	0	500
Mutation Fee	NA	0	0	0	0	0	0
Total	100	0	40400	0	0	0	40500

Rs. 19900/- towards Stamp Duty including T.D under Section 41 of I.S. Act, 1899 and Rs. 20000/- towards Registration Fees on the chargeable value of Rs. 4000000/- was paid by the party through E-Challan/BC/Pay Order No .771XVQ090523 dated ,09-MAY-23 of ,HDFS/

Online Payment Details Received from SBI e-P
(1). AMOUNT PAID: Rs. 40450/-, DATE: 09-MAY-23, BANK NAME: HDFS, BRANCH NAME: , BANK REFERENCE NO: 2423878603113,PAYMENT MODE:NB-1001138,ATRN:2423878603113,REMITTER NAME: U CHARAN KUMAR,EXECUTANT NAME: MODI HOUSING PVT LTD,CLAIMANT NAME: U CHARAN KUMAR).

Date: 12th day of May,2023

Signature of Registering Officer
Uppal

Certificate of Registration
Registered as document no. 7740 of 2023 of Book-1 and assigned the identification number 1 - 1507 - 7740 - 2023 for Scanning on 12-MAY-23 .

Registering Officer
Uppal
(D Sony)

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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. 7/- 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

Authorised Rep.

Soham Modi

[Handwritten signatures]

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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.

5. 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.
SILVER OAK VILLAS LLP

Authorised Rep.

Soham Modi

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ANNEXURE- A

1.	Names of Purchaser:	1. Mr. Udigiri Charan Kumar, S/o. Mr. Udigiri Linganna 2. Mrs. Cheruku Vahini, W/o. Mr. Udigiri Charan Kumar	
2.	Purchaser's permanent residential address:	H. No. H. No. 8-30/Q/1/A/3, New Hemanagar, Uppal, Medchal-Malkajgiri District, Hyderabad-500 039.	
3.	Sale deed executed by Developer in favour of Purchaser	Document no. 7739 of 2023, dated 12-05-2023 regd., at S.R.O, Uppal, Medchal-Malkajgiri District.	
4.	Type of villa	C1-Duplex-Type	
5.	No. of floors	Ground Plus First Floor	
6.	No. of bedrooms	3-Bedrooms	
7.	Details of Said Villa :		
	a. Villa no.:	185	
	b. Plot area:	161 Sq. yds.	
	c. Built-up area :	2040 Sft.	
	d. Carpet area	1741 Sft.	
8.	Total consideration:	Rs.40,00,000/-(Rupees Forty Lakhs Only)	
9.	Details of advance paid:		
	Rs.35,00,000/-(Rupees Thirty Five Only) already received which is admitted and acknowledged by the Developer by way of receipts.		
10.	Balance Payment terms:		
	Installment	Due date for payment	Amount
	I	On completion of finishing works like flooring, bathroom tiles, doors, windows, first coat of paint, etc.	3,00,000/-
	II	On completion	2,00,000/-
11.	Scheduled date of completion:	30-07-2023	
12.	<u>Description of the Schedule Villa:</u> All that land forming plot no.185, 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 : Tot-Lot South by : Plot No. 184 East by : 30' wide road West by : Plot No. 160		

For MODI HOUSING PVT. LTD.
SILVER OAK VILLAS LLP

Authorised Rep.

Soham Modi

VENDOR

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

V. Chandra Prasad

PURCHASER

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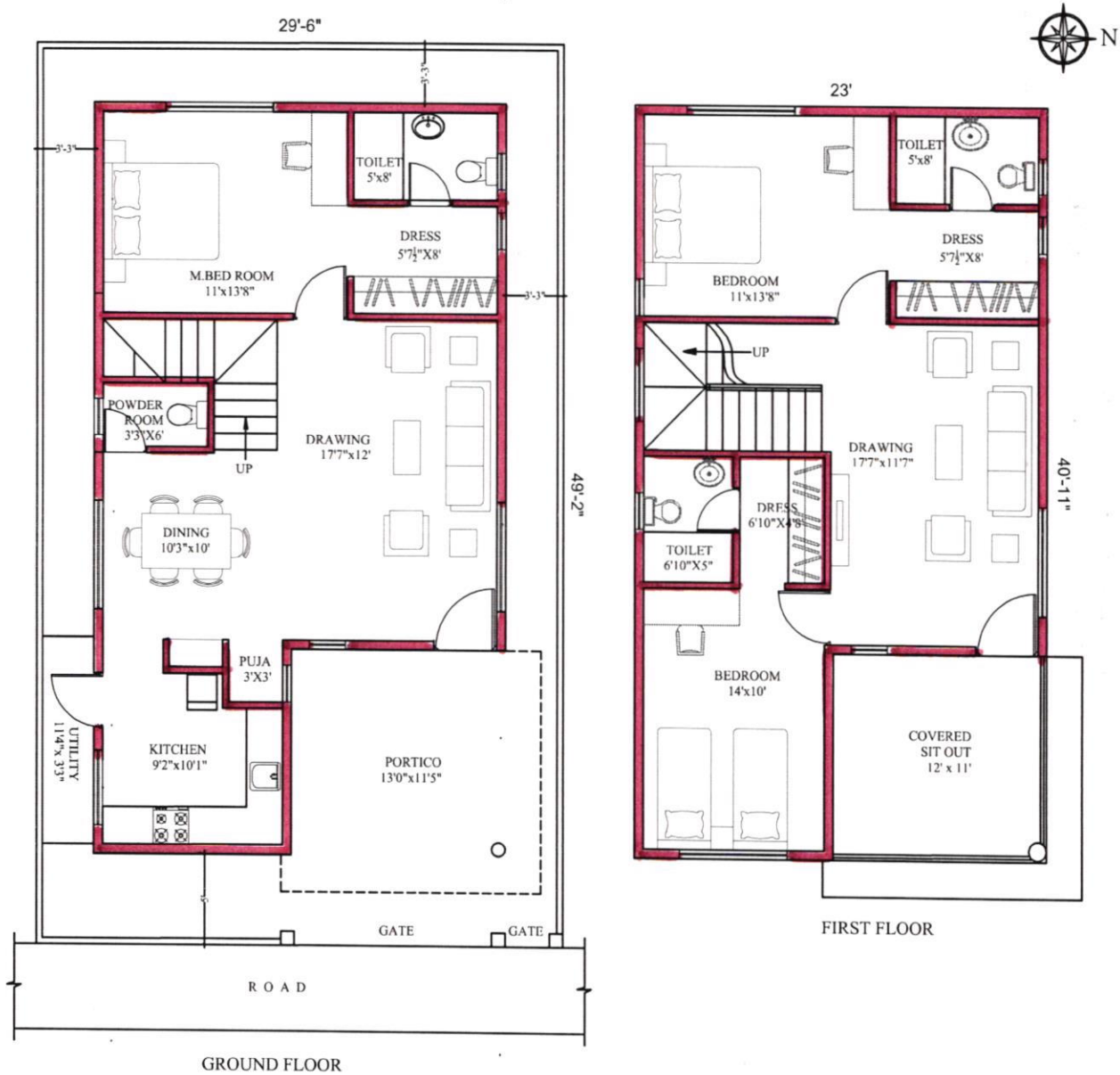


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ANNEXURE- B

Plan of the Said Villa:



For MODI HOUSING PVT. LTD.
SILVER OAK VILLAS LLP

Authorised Rep.

Soham Modi

VENDOR

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

V. Chetty. *[Signature]*

PURCHASER

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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:

1. 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 time 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 LLP

Authorised Rep.

VENDOR

Soham Modi

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

Silver Oak Villas LLP rep by Soham Modi)

V. Chyngy

PURCHASER

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

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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
2ND FLOOR, M. G. ROAD
SECUNDERABAD.



PURCHASER:

1. MR. UDIGIRI CHARAN KUMAR
S/O. MR. UDIGIRI LINGANNA
R/O. H. NO. 8-30/Q/1/A/3
NEW HEMANAGAR, UPPAL
MEDCHAL-MALKAJGIRI DISTRICT
HYDERABAD-500 039.

2. MRS. CHERUKU VAHINI
W/O. MR. UDIGIRI CHARAN KUMAR
R/O. H. NO. 8-30/Q/1/A/3
NEW HEMANAGAR, UPPAL
MEDCHAL-MALKAJGIRI DISTRICT
HYDERABAD-500 039.



SIGNATURE OF WITNESSES:

1.

2.

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



శోహం సతీష్ మోడి
Soham Satish Modi
పుట్టిన సం./YoB: 1969
పురుషుడు Male



4389



भारतीय विशिष्ट पहचान प्राधिकरण
UNIQUE IDENTIFICATION AUTHORITY OF INDIA

దీరునామా:
S/O: సతీష్ మోడి, ప్లాట్ నో-
280, రోడ్ నో-25, పెద్దమ్మ
దేవాలయం దగ్గర జుబిలీ హిల్స్
ఖైరాబాద్, బంజారా హిల్స్
హైదరాబాద్
ఆంధ్ర ప్రదేశ్, 500034

Address:
S/O: Satish Modi, plot no-280,
road no-25, near peddamma
temple jubilee hills,
Khairatabad, Banjara Hills,
Hyderabad
Andhra Pradesh, 500034

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



కండి ప్రభాకర్ రెడ్డి
Kandi Prabhakar Reddy

పుట్టిన సంవత్సరం/Year of Birth: 1974
పురుషుడు / Male



9204

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

To
Kandi Prabhakar Reddy
కండి ప్రభాకర్ రెడ్డి
2-3-64/10/24 1FLOOR KAMALA NILAYAM
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Amberpet
Amberpet, Hyderabad
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10/07/2013

ఆధార్ - సామాన్యని హక్కు

(Signature)

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